

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: May 22, 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 22nd day of May 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
By: Michelle Kollmann	Deputy Clerk

The Honorable Kimberly Menke, County Clerk was unable to attend.

County Judge Ty Prause called the meeting to order at 9:00 A.M., followed by

Pledges to the United States Flag and Texas Flag.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

**Motion by Commissioner Wessels to approve the 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
May 22, 2023**

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

FILED FOR RECORD
COLORADO COUNTY, TX

2023 MAY 18 PM 4:07

KIMBERLY MENKE MK
COUNTY CLERK

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comments.
3. Proclamation recognizing June 4 - 10, 2023 as National Garden Week in Colorado County.
4. Public hearing on the adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County, Texas, pursuant to Texas Tax Code §312.002 (c-1).
5. Approval and adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County.
6. Application submitted by Rise Broadband for the placement of conduit in the right-of-way of the following county roads: Henry Street, Honeydew Lane, Glen Flora Road and Carter Walker Road, Precinct 4. (Gertson)
7. Service Agreement with Texas Disposal Systems for Colorado County Precinct 3 premises at 1501 FM 109 in New Ulm. (Neuendorff)
8. Request for cellular phone allowance for Michael Hundl, Precinct 1 employee. (Wessels)
9. Request of Justice of the Peace Precinct 3 Judge for a county owned cell phone.
10. Authority to sell surplus and/or salvage property on GovDeals.com. (Lowrance)
11. Renewal of membership with Government Finance Officers Association for the period of 6/1/2023-5/31/2024 and payment of dues in the amount of \$225.00. (Lowrance)
12. Appoint Compensation Committee. (Lowrance)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- _13. Rules of Procedure, Conduct and Decorum at Meetings of the Colorado County Commissioners Court. (Prause)
- _14. CLOSED SESSION: Pursuant to Texas Government Code §551.071 and §551.129, to conduct a private consultation with the County's attorney regarding pending opioid litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.
- _15. OPEN SESSION: Pursuant to Texas Government Code §551.102, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court, including but not limited to Order Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreement.
- _16. Consent Items:
 - a. Certification for Continuing Education:
 - 1. Boe Reeves, Justice of the Peace Precinct 2 - FY 23 Justice of the Peace 20-hour seminar.
 - 2. Ty Prause, County Judge - Texas College of Probate Judges.
 - b. Recognition of completion of cyber security awareness training as per HB 3834.
 - c. Statutory Performance Bond No. 0834055 posted by Skybeam, LLC dba Rise Broadband for the following county roads: Henry Street, Honeydew Lane, Glen Flora Road and Carter Walker Road, Precinct 4.
 - d. Certificate of Liability Insurance posted by:
 - 1. GrantWorks, Inc. & Northland II Property LLC (5/22/2023-5/22/2024).
 - 2. JAB Wireless, Inc. dba Rise Broadband, Inc. (8/1/2022-8/1/2023).
 - 3. Ballarc Exploration Company, Inc. (5/8/2023-5/1/2024).
- _17. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- _18. 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)
- _19. Commissioners Court Members sign all documents and papers acted upon or approved.
- _20. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: May 18, 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
May 22, 2023**

__2. Public comments.

No public comments.

__3. Proclamation recognizing June 4 - 10, 2023 as National Garden Week in Colorado County.

Janet Johnson was introduced as the new Garden Club President.

Motion by Judge Prause to approve a proclamation recognizing June 4 – 10, 2023 as

**National Garden Week in Colorado County; 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**

May 22, 2023

**COLUMBUS GARDEN CLUB
NATIONAL GARDEN WEEK
PROCLAMATION**



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

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

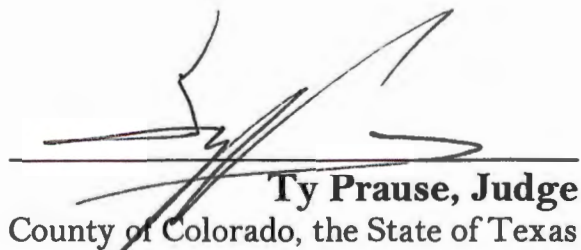
WHEREAS, Gardening furnishes a challenging and productive activity for many citizens, for those just learning as well as those having years of experience, and gardening promotes a healthy lifestyle, reduces stress, and teaches that rewards can come from diligent efforts; and

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

WHEREAS, Columbus Garden Club, affiliated member of National Garden Clubs and Texas Garden Clubs, has worked to beautify the community of Columbus since 1936 with projects that have included the planting and maintenance of pocket gardens and planters; the annual Columbus Trash Off Day; recognition of Yard of the Month; and encouragement of conservation and recycling;

NOW, THEREFORE, Be It Resolved that in an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners of Columbus, County Judge Ty Prause designates the week of June 4 – 10, 2023 as National Garden Week.

Dated this 22nd day of May 2023.


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

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

May 22, 2023

- ___4. Public hearing on the adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County, Texas, pursuant to Texas Tax Code §312.002 (c-1).

Public hearing opened at 9:06 A.M.

Public hearing closed at 9:07 A.M.

- ___5. Approval and adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County.

Motion by Judge Prause to approve and adopt the Guidelines and Criteria for Granting Tax Abatements in Colorado County; 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
May 22, 2023**

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

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

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

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

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

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

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

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

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

WHEREAS, Commissioners Court of Colorado County, Texas (the "Commissioners Court") previously approved and authorized Guidelines and Criteria for granting Tax Abatements in Colorado County, Texas dated May 24, 2021 ("Prior Guidelines") and now desires to restate the Prior Guidelines in their entirety as of the date of the newly approved and authorized restated guidelines and criteria herein; and,

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

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

Section 1 – DEFINITIONS.

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain eligible property in a Reinvestment Zone designated by Colorado County, Texas (sometimes referred to herein as "Colorado County" or the "County") to promote economic development.

(b) **"Aquaculture/Agriculture Facility"** means buildings, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is the hatching, incubation, nursing, maturing and/or processing to marketable size aquatic culture in commercially marketable quantities or the processing, refining, packaging, and distribution of food and/or fiber products in commercially marketable quantities.

(c) **"Affected Jurisdiction"** means Colorado County, Texas and any other tax jurisdiction with any substantial parts of its area located in Colorado County; and, that levies ad valorem taxes upon and/or provides services to property located and specified in Colorado County, Texas; and that chooses to participate in tax abatement agreements by or pursuant to these guidelines.

(d) **"Agreement"** means a contractual agreement between a property owner or lessee, or both, and an affected jurisdiction for the purpose of tax abatement.

(e) **"Base Year Value"** means the assessed value of eligible property on January 1, preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.

(f) **"Deferred Maintenance"** means improvements necessary for continued operations which do not improve productivity or alter the process technology.

(g) **"Distribution Center Facility"** means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

materials owned by the facility, from which a majority of revenues generated by activity at the facility are derived from outside of Colorado County.

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

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

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

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

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

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

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

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

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

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

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

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

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

Section 2 – ABATEMENT AUTHORIZED.

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

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

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

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

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

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

(g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement or commence upon receipt of a Certificate of Occupancy, Substantial Completion or Commercial Operation

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Date as outlined in the agreement. The value of new eligible properties shall be abated according to one of the following two tables, or Section 2(k) below:

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

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

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

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

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

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

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

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

- (1) The value of ineligible property as provided in Section 2(e) shall be fully taxable.
- (2) The Base Year Value of existing eligible property as determined each year shall be fully taxable.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g) and Section 2(k).

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

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

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

Section 3 – APPLICATION: PUBLIC HEARING.

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

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

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

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

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

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

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

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

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

(d) Notice of the public hearing shall be clearly identified on an agenda of the Commissioners Court receiving such application and shall be posted in the manner required by Chapter 551, Government Code. At least seven (7) days prior to the public hearing the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. At the hearing the Commissioners Court shall evaluate the application against the criteria in Section 2 and decide whether to designate the property for which an abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted.

If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at a regularly scheduled meeting. Notice of the meeting must be given in the manner required by Chapter 551, Government Code, except that the notice must be provided at least 30 days before the scheduled time of the meeting (Section 312.207, Texas Tax Code).

At least seven (7) days prior to entering into a tax abatement agreement, County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

abatement agreement may be executed in the same manner as other contracts made by the County.

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

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

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

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

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

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

(1) There would be a substantial adverse effect on the provision of a government service or tax base of the County.

(2) The applicant has insufficient financial capacity.

(3) Planned or potential use of the property would constitute a hazard to the public safety, health or morals.

(4) Planned or potential use of the property violates other codes or laws.

The Colorado County Commissioners Court acts only for the taxing entity of Colorado County and for no other taxing entity within Colorado County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

approve or disapprove an application. Only the governing bodies of the affected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Section 5 – AGREEMENT.

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

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

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

Section 6 – RECAPTURE.

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

(b) Should the County establishing a tax abatement agreement determine that a company or individual is in default according to the terms and conditions of its agreement, the County shall notify the Company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

agreement shall be terminated; provided, however, if such failure cannot be cured within such sixty (60) day period and the company or individual has commenced remedial action to cure such failure (and continued to diligently and timely pursue the completion of such remedial action), the company or individual shall be entitled to a total of one hundred eighty (180) days after receipt of notice within which to cure such default.

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

Section 7 – ADMINISTRATION.

(a) The Chief Appraiser of the County shall annually determine an assessment of applicant's real and personal property located in the County Reinvestment Zone and comprising the facility. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established the Chief Appraiser shall notify the affected jurisdictions which levies taxes on the amount of the assessment.

(b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction entering into a tax abatement agreement will have access to the property during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction the jurisdiction establishing the tax abatement agreement shall annually evaluate each facility and report possible violations of the contract and/or agreement to the Commissioners Court.

(d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement that

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

Section 8 – ASSIGNMENT.

(a) Abatement may be transferred and assigned by the holder to a new owner of the same facility upon the approval by resolution of the affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the affected jurisdiction.

(b) The contractual agreement with the new owner shall not exceed the termination date of the abatement agreement with the original owner.

(c) No assignment or transfer shall be approved if the parties to the existing agreement, are liable to the County for outstanding taxes or other obligations.

Section 9 –SUNSET PROVISION.

(a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by Colorado County's Commissioners Court to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

(b) This policy is mutually exclusive of any existing Industrial District Contracts and owners of real property in areas deserving of specific attention as agreed by Colorado County's Commissioners Court.

(c) Prior to the date for review, as defined above, these "Guidelines and Criteria" may be modified by a two-thirds vote of the Commissioners Court, as provided for under the laws of the State of Texas, providing that such actions shall not affect existing contracts.

Section 10 – SEVERABILITY AND LIMITATIONS.

(a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall, for any reason be adjudged by any court of competent jurisdiction to be invalid such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.

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

May 22, 2023

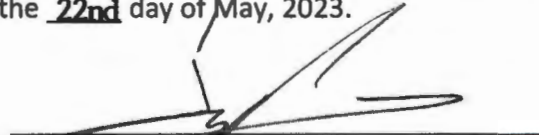
(b) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

Section 11. – DISCRETION OF THE COUNTY.

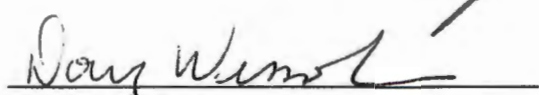
The adoption of these Guidelines and Criteria by the County does not:

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


The foregoing was adopted by the Colorado County Commissioners Court by a vote of 5 ayes and 0 nays on the 22nd day of May, 2023.



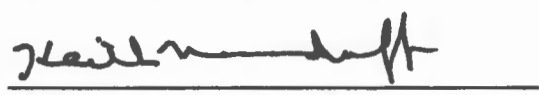
Ty Prause, County Judge



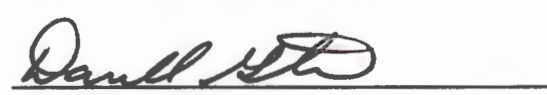
Doug Wessels, Precinct No. 1



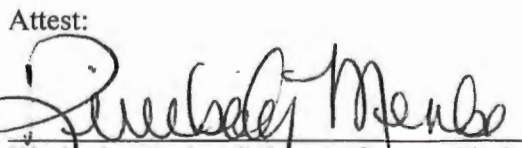
Ryan Brandt, Precinct No. 2



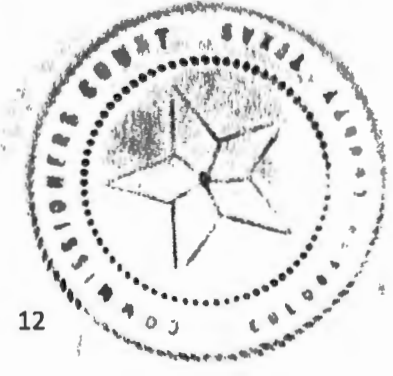
Keith Neuendorff, Precinct No. 3



Darrell Gertson, Precinct No. 4

Attest:


Kimberly Menke, Colorado County Clerk



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

May 22, 2023

- ___6. Application submitted by Rise Broadband for the placement of conduit in the right-of-way of the following county roads: Henry Street, Honeydew Lane, Glen Flora Road and Carter Walker Road, Precinct 4. (Gertson)

Commissioner Gertson stated that Henry Street should be corrected to Kenny Street.

Motion by Commissioner Gertson to approve an application submitted by Rise Broadband for the placement of conduit in the right-of-way of the following county roads: Kenny Street, Honeydew Lane, Glen Flora Road and Carter Walker Road, Precinct 4; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

Application

Applicant Company: Rise Broadband

Contact Person: Chad Mueller

Address: 61 Inverness Dr. E. Ste 250

Englewood, CO 80112

Phone: 720-329-9440 Fax: _____

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

Henry St, Honeydew Ln, Glen Flora Rd & Carter Walker Ln

Description of right-of-way work to be performed: Placement of (1) 1.25" & (2) 1.25"

conduit with one containing fiber.

3/27/2023
Date

Chad Mueller
Signature of Firm Name Representative

Chad Mueller
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Agreement

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

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

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

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

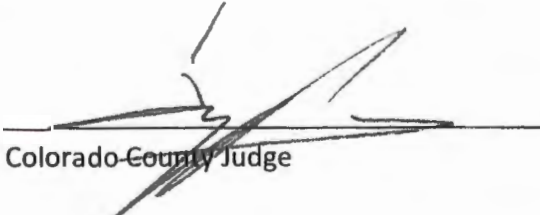
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

5/4/2023
Date

Chad Mueller Skybeam, LLC dba Rise
Applicant Broadband

Approved by Commissioners Court on the 22 day of May, 2023.

5-22-23
Date

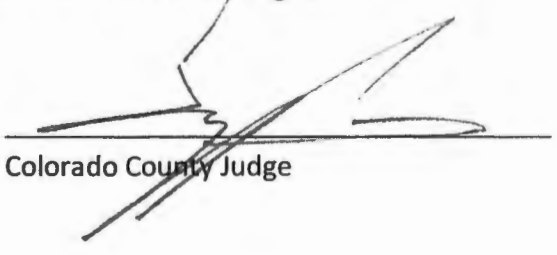

Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Permit

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

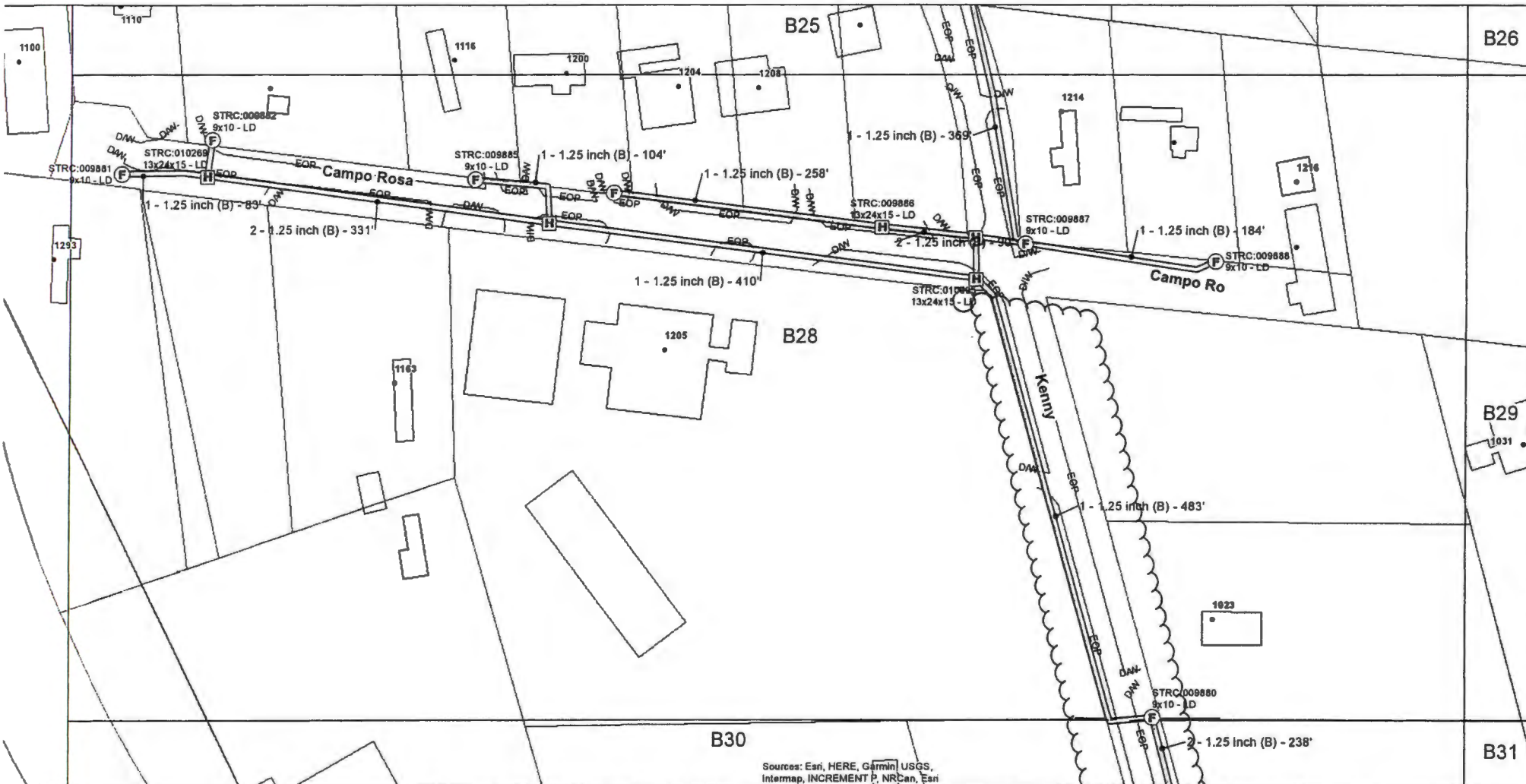
5-22-23
Date


Colorado County Judge

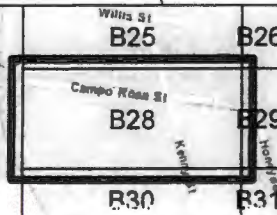
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023



Sources: Esri, HERE, Garmin USGS, Intermap, INCREMENT P, NRCan, Esri



Job Number	Eagle Lake B2
Jurisdiction	Eagle Lake
Engineer Name	RMWT
Permit Number	1
Date Created	2/22/2023
Revision Number	2
Description	Eagle Lake Boundary 2



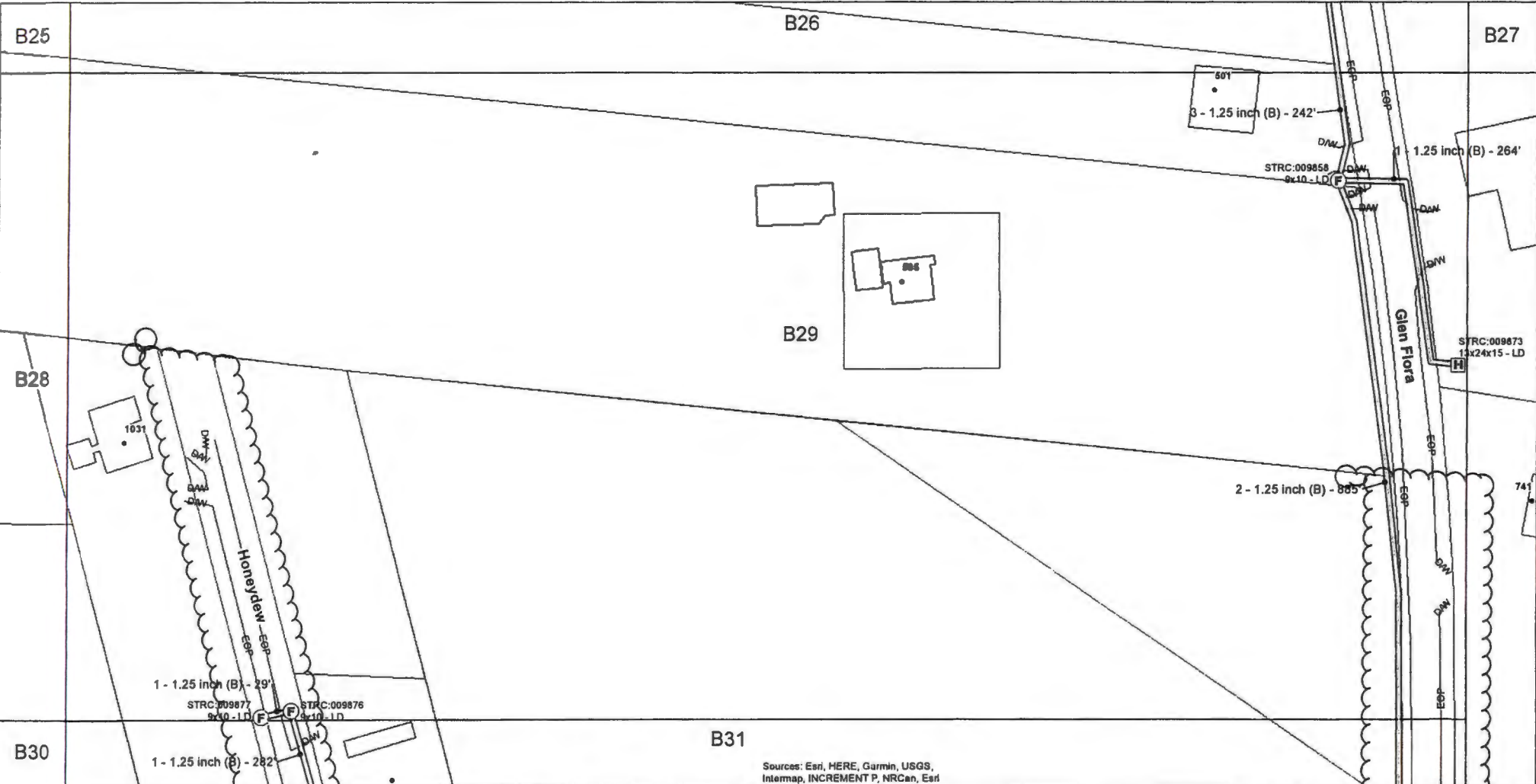
ALL CONSTRUCTION IS PROPOSED AND SUBJECT TO RELOCATION WHEN OBJECTS ARE ENCOUNTERED THAT WILL INTERFERE WITH THE EXISTING INFRASTRUCTURE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR



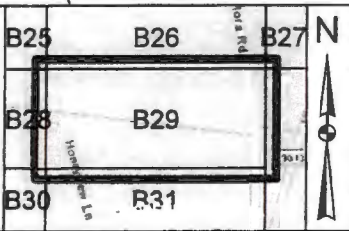
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023



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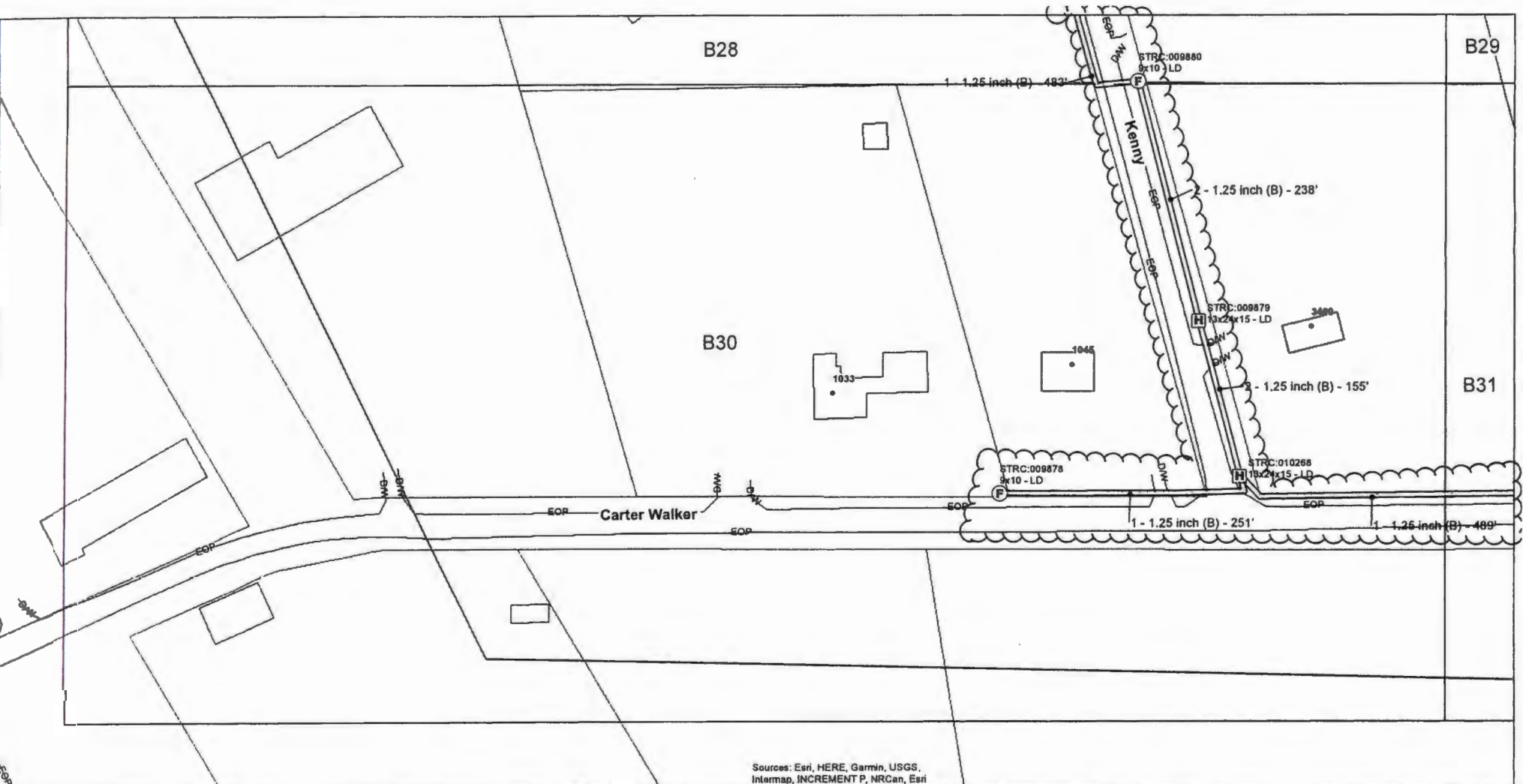
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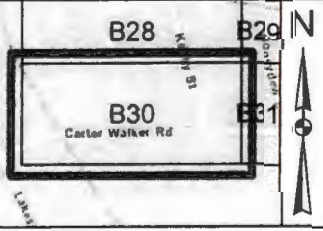
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri



Job Number	Eagle Lake B2
Jurisdiction	Eagle Lake
Engineer Name	RMWT
Permit Number	1
Date Created	2/22/2023
Revision Number	2
Description	Eagle Lake Boundary 2



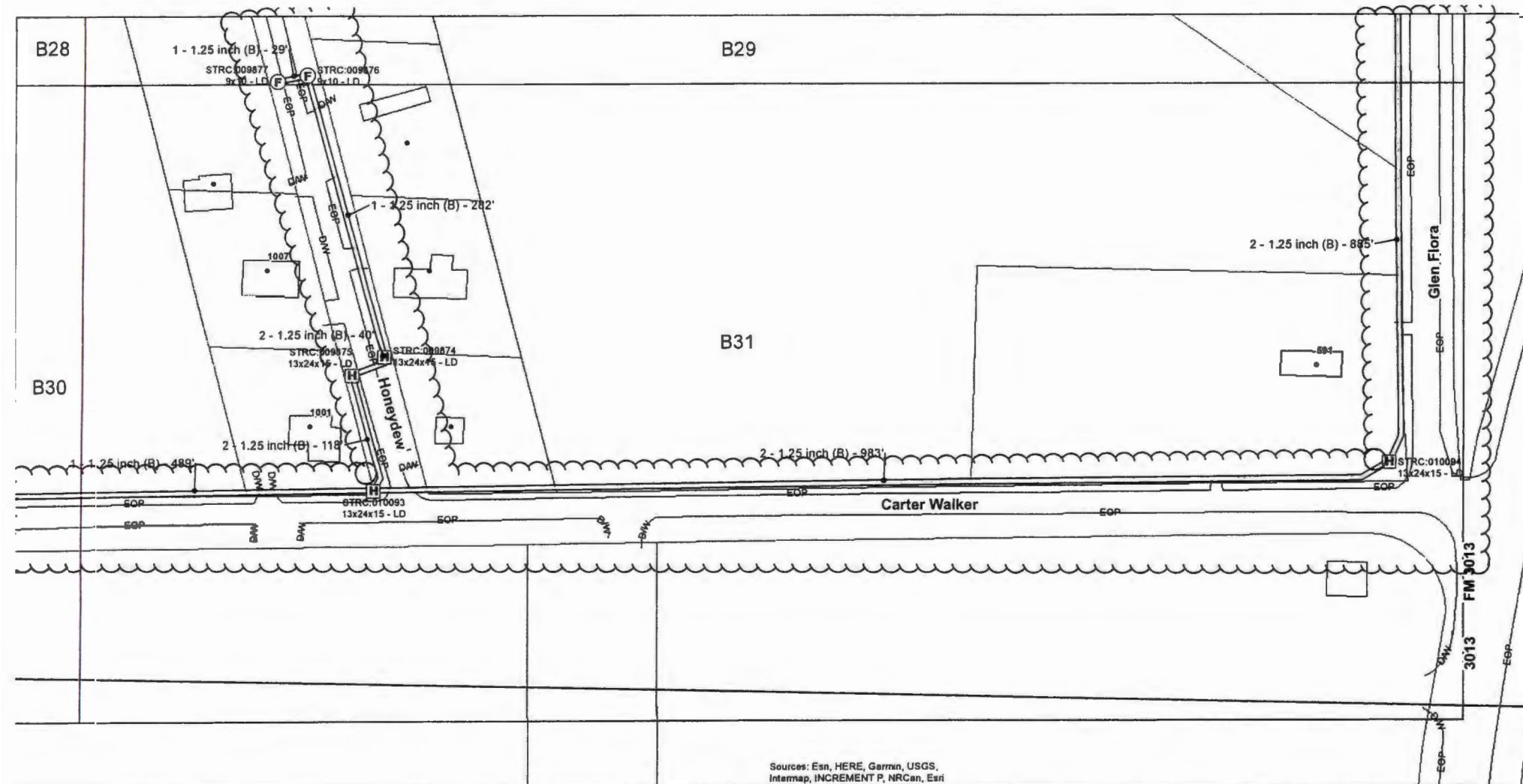
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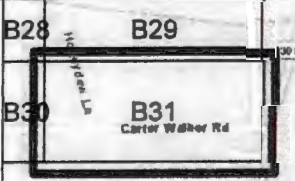
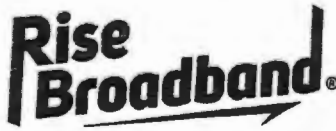
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri



Job Number	Eagle Lake B2
Jurisdiction	Eagle Lake
Engineer Name	RmvvT
Permit Number	1
Date Created	2/22/2023
Revision Number	2
Description	Eagle Lake Boundary 2



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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- __7. Service Agreement with Texas Disposal Systems for Colorado County Precinct 3 premises at 1501 FM 109 in New Ulm. (Neuendorff)**

Commissioner Neuendorff stated that this is renewing the service agreement and the price has dropped from \$155.00 a month to \$128.00.

Motion by Commissioner Neuendorff to approve a service agreement with Texas Disposal Systems for Colorado County Precinct 3 premises at 1501 FM 109 in New Ulm; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



TEXAS DISPOSAL SYSTEMS

2157 County Rd. 164
Hallettsville, TX 77964

Clinton Harkness – 979-472-1582 – charkness@texasdisposal.com

Service Agreement

QN:23-0515082

Date:5-9-2023

Salesperson:CHARKNESS

BILLING – 10-20465	
Customer Name: COLORADO COUNTY PRECINT #3 Address: 1501 FM 109 City, State, Zip: NEW ULM, TX 78950 Phone: 979-732-7998 Email: Contact: <i>Keith N.</i>	Payment Terms: Start Service Date: End Service Date: <i>keith.newendorff@co.colorado.tx.us</i>

LOCATION
Service Name: COLORADO COUNTY PRECINT #3 Address: 1501 FM 109 City, State, Zip: NEW ULM, TX 78950 Phone: 979-732-7998 Email: <i>Keith.newendorff@co.colorado.tx.us</i> Contact: <i>Keith N.</i>

Commercial Front Load

Qty	Product	Container Size	Frequency	Price Per Unit	Line Total
1	FRONT LOAD	4 YARD	1X A WEEK	\$128.00	\$128.00
Base Monthly Rate					\$128.00

Rates do not include sales tax, variable fuel surcharge, or franchise fees where applicable. Improper disposal, overweight and/or overload fees may apply.

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

May 22, 2023



2157 County Rd. 164
Hallettsville, TX 77964

Clinton Harkness – 979-472-1582 – charkness@texasdisposal.com
ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.
 - a) "Company" shall mean Texas Disposal Systems, Inc.
 - b) "Customer" shall mean the customer named on the front page of this Agreement
 - c) "Equipment" shall mean all containers, stationary and self-contained compactors and any other equipment or devices provided to Customer by the Company as specified on the front page of this Agreement, or otherwise as supplied by Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Company.
 - d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.
 - e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which Company can handle and transport without the requirement of a hazardous or toxic license or permit, which does not contain Hazardous Materials, and shall include Recyclable Material.
 - f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify Company of any and all recycling efforts by Customer. Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waste Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment while on Customer's premises (including but not limited to fire, vandalism, lightning or electrical drop or surge conducted through the Equipment, and any other damage beyond normal use and wear). All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer, and Customer agrees to pay for repair or replacement of such damaged Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Overloading may be subject to overload charges and/or requiring Customer to remove overloaded waste. Failure to follow proper disposal guidelines stated herein may result in additional charges. Customer shall be responsible for all liabilities that result from a breach of its duties, including any fines and penalties. Customer shall make no alteration or changes to the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, Customer will be notified, and any additional fees to service the Equipment will be charged to the Customer. If the Equipment is kept in an enclosure, the enclosure must meet the following minimum requirements: for single container enclosures, 10 feet wide, 14 feet deep, 24 feet of upward clearance; for double container enclosures, 20 feet wide, 14 feet deep, 24 feet of upward clearance. Enclosures must have wind stops at the end of each door.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



TEXAS DISPOSAL SYSTEMS

2157 County Rd. 164
Hallettsville, TX 77964

Clinton Harkness – 979-472-1582 – charkness@texasdisposal.com

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:
- a) **Sales tax, Use tax, Fees, and Surcharges:** Customer shall also be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.
 - b) **Adjustments:**
 - i. **Fuel:** Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.
 - ii. **Landfill Fee:** The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.
 - iii. Throughout the course of providing your service, Texas Disposal Systems may increase your rates for service. Rate increases are necessitated over time to keep up with increasing costs of operations and to ensure Texas Disposal Systems is maintaining an acceptable operating margin and/or an acceptable rate of return on its investment in the services provided. Texas Disposal Systems reserves the right to determine in its sole discretion the amount of all rate increases.
 - iv. **Extra Services:** The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.
 - v. Cable or wire is not to be disposed of in a commercial container and will incur additional fees of at least \$200 per cubic yard. Bulky or non-compactable waste such as tires, concrete, large rocks, or roofing shingles may be assessed an additional charge. Disposal of waste non-compliant with guidelines for landfill, recyclable, or compost containers may incur a contamination charge.
 - c) **Terms:** The Customer shall be billed on a monthly basis by Company. Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, Customer shall pay late charges equal to the lesser of one and on-half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.
 - d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations for payment, notice or intent to accelerate maturity, and notice of protest. If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.
5. **TERM:** This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of three years to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days' notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



2157 County Rd. 164
Hallettsville, TX 77964

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determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. **TITLE:** The Equipment is and, throughout the term hereof, shall be considered as being owned by the Company and leased to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.
7. **CHANGES IN SERVICE:** Changes in services requested by the Customer may be made by written agreement of the parties or by verbal agreement if confirmed in writing or by e-mail. If the Customer relocates to a location within the service area of the Company, the Company at its election may continue service under this Agreement, subject to any price adjustments for the change in location, or may require Customer to enter into a new service agreement. In the event Company implements any changes in services, fees or charges, Customer's acceptance of Company's services following notification of the changes shall constitute Customer's acceptance and agreement to those changes. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to use its best efforts to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. **PREMISIS:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right- of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the necessary clearance, weight and operation of the Company's vehicles, machinery and other equipment.

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

May 22, 2023



TEXAS DISPOSAL SYSTEMS

2157 County Rd. 164
Hallettsville, TX 77964

Clinton Harkness – 979-472-1582 – charkness@texasdisposal.com

9. **INDEMNITY AND RELEASE:** CUSTOMER AGREES TO AND SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY FOR EVERY KIND (WHETHER THEY BE BY THIRD PERSONS OR CUSTOMER), INCLUDING ALL EXPENSES OF INVESTIGATION, LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, PROPERTY DAMAGE, LOST PROFIT, FINE OR PENALTY ARISING OUT OF OR ATTRIBUTED TO DIRECTLY OR INDIRECTLY THIS AGREEMENT, THE POSSESSION OR USE OF THE EQUIPMENT BY THE CUSTOMER, THE SERVICING OR OPERATION OF THE EQUIPMENT BY THE INDEMNIFIED PARTIES ON CUSTOMER'S PREMISES, REPOSSESSION OF THE EQUIPMENT OR THE HANDLING, TRANSPORTATION OR LANDFILL DELIVERY OF MATERIALS DEPOSITED IN THE EQUIPMENT BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, DEPOSIT OF MATERIALS OTHER THAN PROPER WASTE MATERIALS IN THE EQUIPMENT), REGARDLESS OF WHETHER SUCH INJURY, DEATH, DAMAGE, FINE OR PENALTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CUSTOMER AND COMPANY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE DAMAGE, INJURY, DEATH, FINE OR PENALTY. CUSTOMER FURTHER AGREES TO HANDLE AND DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE INDEMNIFIED PARTIES, AND IN THE INDEMNIFIED PARTIES' NAME, ANY CLAIM OR LITIGATION IN CONNECTION WITH SUCH INJURY, DEATH, PROPERTY DAMAGE, FINE OR PENALTY. THE RELEASE AND INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER. CUSTOMER AGREES TO PROCURE ADEQUATE LIABILITY INSURANCE, COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH, NAMING THE INDEMNIFIED PARTIES AS ADDITIONAL INSUREDS.

NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO OBLIGATION OR LIABILITY FOR THE OPERATION OR PASSAGE OF ITS VEHICLES, MACHINERY AND EQUIPMENT (INCLUDING THE EQUIPMENT) ON CUSTOMER'S PREMISES, AND CUSTOMER HEREBY RELEASES THE INDEMNIFIED PARTIES FROM ALL LIABILITIES, DAMAGES, RIGHTS, CLAIMS AND DEMANDS, INCLUDING THOSE CAUSED IN WHOLE OR IN PART BY INDEMNIFIED PARTIES' NEGLIGENCE, WITH RESPECT TO SUCH OPERATION OR PASSAGE OF VEHICLES, MACHINERY AND EQUIPMENT BY THE COMPANY, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO RELEASE THE COMPANY FROM RESPONSIBILITY FOR ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE COMPANY'S EMPLOYEES IN THE OPERATIONS OF SUCH VEHICLES AND EQUIPMENT ON THE CUSTOMER'S PREMISES OUTSIDE OF SAID RIGHT-OF-WAY. THE COMPANY SHALL NOT BE RESPONSIBLE FOR AND CUSTOMER RELEASES THE INDEMNIFIED PARTIES FROM ALL LIABILITY FOR DAMAGE TO CURBS, PAVED OR UNPAVED DRIVING SURFACES, OR BASE STRUCTURES RESULTING FROM SERVICE OF AN AGREED LOCATION OF THE EQUIPMENT, INCLUDING THAT CAUSED IN WHOLE OR IN PART BY COMPANY'S NEGLIGENCE.

10. **MISCELLANEOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



2157 County Rd. 164
Hallettsville, TX 77964

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Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. If any purchase order, acceptance or other document is used by Customer in connection with the performance of services, then notwithstanding any terms and conditions therein contained to the contrary, the terms of this Agreement shall control, and any inconsistent terms are hereby expressly rejected. This Agreement may not be amended except by a subsequent agreement of the parties confirmed in writing.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



TEXAS DISPOSAL SYSTEMS

2157 County Rd. 164
Hallettsville, TX 77964

Clinton Harkness – 979-472-1582 – charkness@texasdisposal.com
COMMERCIAL CONTAINER GUIDELINES

The following items can be placed in the Single Stream Recycling Container.
Items must be loose and NOT in bags

- Paper
 - Office paper
 - Magazines
 - Catalogs
 - Newspaper
 - Envelopes
 - File folders
 - Sticky notes
- Cardboard or Boxboard
 - Shipping boxes
 - Shoe Boxes
 - Cereal Boxes
 - Food Boxes
- Empty Containers made of Plastic, Metal, Aluminum, or Glass
 - Soda cans
 - Water bottles
 - Glass bottles
 - Soup cans
 - Plastic containers

The following is a list of items NOT allowed in trash OR recycling frontload or sideload containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Cables or wires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

The following links contain additional guidelines for proper disposal for landfilling, recycling and composting, which may be updated periodically and are incorporated into this agreement by reference.

<https://www.texasdisposal.com/faqs/landfill/>

<https://www.texasdisposal.com/faqs/recycling/>

<https://www.texasdisposal.com/faqs/composting/>

Thank you for doing business with Texas Disposal Systems. For more information please contact us at (800) 375-8375 or visit our website at www.texasdisposal.com

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



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Please sign below to acknowledge that you have read and understood this service agreement with TDS and agree to the terms and conditions set forth herein.

Company:	Texas Disposal Systems, Inc.	Customer:	<u>Colorado County Pet. 3</u>
TDS Signature:	_____	Authorizing Signature:	<u><i>Keith Neuendorf</i></u>
Name:	_____	Name:	<u>Keith Neuendorf</u>
Title:	Sales Representative	Title:	<u>Commissioner Pet 3</u>
Date:	_____	Date Signed:	<u>5-24-23</u>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

__8. Request for cellular phone allowance for Michael Hundl, Precinct 1 employee. (Wessels)

Motion by Commissioner Wessels to approve a request for cellular phone allowance for Michael Hundl, Precinct 1 employee; 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
May 22, 2023**

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: **Michael Hundl**

DEPARTMENT: **PCT1**

JOB TITLE: **Equipment Operator**

JUSTIFICATION FOR ALLOWANCE: **Michael was hired May 1, 2023, as a new Precinct 1 employee and needs to use his personal phone to communicate with myself and other workers.**

DATE APPROVED/DECLINED IN COURT: **May 22, 2023**

EFFECTIVE DATE: 5-1-2023

AMOUNT: **\$20/month**

ADD

REMOVE

CHANGE

By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone services in their name on a monthly basis, as deemed necessary by COLORADO COUNTY.

SIGNATURES:

EMPLOYEE: Michael Hundl DATE: 5-30-23

DEPARTMENT HEAD: Dorey W. W. DATE: 5-30-23

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

May 22, 2023

_9. Request of Justice of the Peace Precinct 3 Judge for a county owned cell phone.

Motion by Commissioner Neuendorff to approve a request of Justice of the Peace Precinct 3 Judge for a county owned cell phone; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

_10. Authority to sell surplus and/or salvage property on GovDeals.com. (Lowrance)

Michelle Lowrance stated that a list of all items and asset numbers should be received by the auditor's office by June 16, 2023 to be included in the auction. The items will be advertised the weeks of June 26, 2023 and July 3, 2023. The auction will be held from July 10, 2023 to July 19, 2023.

Motion by Commissioner Brandt to authorize Colorado County to sell surplus and/or salvage property on GovDeals.com; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

_11. Renewal of membership with Government Finance Officers Association for the period of 6/1/2023-5/31/2024 and payment of dues in the amount of \$225.00. (Lowrance)

Motion by Judge Prause to approve the renewal of membership with Government Finance Officers Association for the period of 6/1/2023 - 5/31/2024 and payment of dues in the amount of \$225.00; 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
May 22, 2023**

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
Phone: (312)977-9700
Fax: (312)977-4806
E-Mail: Membership@GFOA.Org
Tax ID: 36-2167796

Dues Notice

Notice #: 0232005
Notice Date: 05/09/2023

34632005 Y04 County 20-29K Current Paid Thru: 05/31/2023

Michelle Lowrance
Colorado County
400 Spring Street
Room 308-E
Columbus, TX 78934 United States

Membership Renewal for the period of 06/01/2023 through 05/31/2024

Membership Dues Base Fee \$225.00

YIB In-Base Member(s)		Member #
*Michelle Lowrance	County Auditor	300269292

*** Indicates Primary Contact**

No. of In Base Members Included in Base Fee: 1
Current Number of In Base Members: 1

Total Amount Due: \$225.00

**If you need to make any changes to your membership information,
please visit www.gfoa.org/updates. Changes on this form will not be accepted.**

Notice #: 0232005
Notice Date: 05/09/2023
Membership Number: 34632005

REMITTANCE STUB
(Please Return with Payment)

Colorado County
400 Spring Street
Room 308-E
Columbus, TX 78934 United States

Please Remit to:
Government Finance Officers Association
203 N. LaSalle St., Suite 2700
Chicago, IL 60601-1210

Membership Renewal for the period of 06/01/2023 through 05/31/2024

Membership Dues Base Fee \$225.00

Total Amount Due: \$225.00

We are no longer accepting credit card renewals via mail, fax, email, or phone. To renew with a credit card, please visit www.gfoa.org/renew and log in. To pay via check, please submit this remittance stub along with your check.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

_12. Appoint Compensation Committee. (Lowrance)

Judge Prause stated that the Salary Committee is now the Compensation Committee.

Compensation Committee members are as follows: County Judge, Ty Prause; County Attorney, Jay Johannes; Sheriff, R. H. "Curly" Wied; Justice of the Peace No.1 Billy Hefner; Commissioner Precinct No. 4, Darrell Gertson; County Auditor, Michelle Lowrance; County Tax Assessor/Collector, Erica Kollaja; County Treasurer, Joyce Guthmann; County EMS Director, Michael Furrh; and County Clerk, Kimberly Menke.

Motion by Judge Prause to appoint the above-named individuals to the compensation committee; 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
May 22, 2023**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 23, 2022**

_14. Appoint Salary Committee. (Kana)

**Salary Committee members are as follows: County Judge, Ty Prause;
County Attorney, Jay Johannes; Sheriff, R. H. "Curly" Wied; Justice of the
Peace No. 4, Stan Warfield; Commissioner Precinct No. 3, Keith Neuendorff;
County Auditor, Raymie Kana; County Tax Assessor/Collector, Erica Kollaja;
County Treasurer, Joyce Guthmann; County EMS Director, Amanda Daniel
and County Clerk, Kimberly Menke.**

**Motion by Commissioner Wessels to appoint Salary Committee as stated above;
seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was
so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

**Colorado County
Compensation Committee
Goals and Objectives
For Calendar and Budget Year 2024**

- Set the goals to be achieved during the 2024 budget cycle
- Develop a compensation strategy
- Establish consistent compensation policies to align with overall objectives and be in compliance with new laws and regulations
- Evaluate personnel staffing levels for each department
- Accumulate salary data from third parties for evaluation
- Evaluate salary grades from salary data and revise as appropriate
- Delineate certification and incentive payments
- Evaluate benefits offerings as a component of total compensation

After these tasks are completed, determine action on topics that may include but not be limited to:

1. Ending the Sick Leave Pool
2. Using a Paid Time Off (PTO) in place of vacation/sick time
3. Increasing vacation accrual for employees, depending on years of service
4. Evaluating the 207(K) exemption for the Sheriff's department
5. Establish job descriptions for every position.
6. Document the process for merit increases and promotions.
7. Impact on the processes after Tyler implementation.
8. Revising the pay cycle to bi-weekly and determine the impact to the employees.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

**Colorado County
Total Compensation Strategy Discussion
For Calendar and Budget Year 2024**

What is a compensation strategy?

A compensation strategy is a plan that discusses how much, and when, to pay employees in an organization. However, it can change over time as the needs change. Although a major part of the plan focuses on staff financial compensation associated with their roles, skills and education, it also includes benefits and perks. It also supports a plan and overall goals by helping to recruit and maintain efficient team members.

What is the purpose of a compensation strategy?

Compensation strategies are used to locate and onboard employees who can provide value to the organization. The purpose of a compensation strategy is to:

- Hire qualified employees: Compensation strategy evaluates how much compensation is necessary to reach qualified employees who can meet the goals and objectives of the organization.
- Reward employees for good work: The strategy outlines the rewards an employee receives for meeting certain objectives.
- Outline the definition of an organization's values: It outlines how a company values compensation, which can provide consistency in creating compensation packages.
- Improve organizational morale: Offering a transparent salary with incentive options can help improve morale, which can reduce turnover rates.

What are the key components of an Effective Compensation Strategy?

An effective compensation strategy can help in the hiring process to become more efficient. These strategies will typically combine the hiring (recruitment) budget with a compensation package in an attempt to recruit the right candidates. Understanding the components of a compensation strategy and how to create one can help implement a package that benefits the needs of the County and the employees.

A compensation strategy typically includes four key components:

- Base Pay – refers to an employee's salary or hourly pay for their particular job. It is the amount the company and individual agree upon during the hiring process, which can also be commensurate with their level of education and skills. When determining the amount base pay, it is also necessary to decide the frequency, which could be weekly, biweekly, or monthly.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- **Incentive Pay**
Providing incentive pay can also help encourage employees to complete certain goals or to meet performance objectives at a set time. It is a type of indirect pay that typically offers additional compensation outside of an employee's regular job tasks or benefits, such as
 - Certification Pay
 - Overtime payment
 - Cost of living increase

- **Employee Benefits**
Additional benefits that employees receive besides their base pay which may include:
 - Health Insurance
 - Dental Insurance
 - Life Insurance
 - Short and/or Long Term Disability
 - Retirement Contributions
 - County Owned Vehicle
 - Phone Allowance
 - Gym memberships

- **Time Off**
Time off refers to an organizational program that compensates employees when they are not at work. Most organizations require employees to work for the organization for a specific time period before being eligible for this type of compensation. They may also require that the employee work a specific schedule, such as full-time employment. Time off may include:
 - Paid Time Off
 - Vacation Time
 - Personal leave
 - Compensatory Time

How to develop a compensation strategy

1. **Review the compensation philosophy** – a statement that the organization creates to set the system of its reasoning for pay. This philosophy helps companies decide how compensation aligns with their mission and goals and may include:
 - How compensation supports the organization's goals and objectives
 - How compensation aligns with the company's values
 - How the organization aims to use compensation to become a competitive employer
 - The organization's unique value propositionThe strategy is the actual actions, or procedures, put in place to activate this philosophy. Reviewing or creating a compensation philosophy can help determine the strategy and evaluate how compensation helps the organization reach its goals.
2. **Collect data** – before creating a compensation strategy, it is crucial to collect employment data to find out the average annual salary of employees in a specific industry and position. This can include data on current demand in the industry and the number of available, qualified employees. This information can also be derived from market trend reports, professional organizations and salary surveys.

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

May 22, 2023

3. **Create guidelines** – used to determine compensation packages for present and future hires. This can include specific rules, or policies, that are applied when calculating compensation. It may also include certain criteria that employees must meet to earn certain types of pay. It is a good time to review state and federal laws during this step and to adhere to compensation policies set by the Equal Employment Opportunity Commission (EEOC).
4. **Review the budget** – how much funds the organization allocated each year for compensation, consider reviewing the company's budget. Try separating it into different departments so it can be determined if any budget adjustments are necessary. Input will also be needed from department managers during this step to understand how much they plan to offer for different levels of employees. Creating pay structures means creating salary ranges or a range of income that the organization plans to pay employees. A range gives more flexibility when making or negotiating offers and can also give current employees an idea of promotion opportunities. This can include choosing incentive pay structures and deciding hourly versus salary.
5. **Discuss the Compensation Strategy with Stakeholders** – get feedback from others to align everyone's goals. This may include discussing with department leaders, supervisors and other involved in the hiring or training process to ensure the compensation strategy is fair and meets industry standards. It can also speed up the hiring process as it is already known how much salary range is available for positions. Once the plan is agreed upon, review and publish it.

Tips for creating a compensation strategy

- a. **Be consistent** – apply the same compensation criteria to staff and management to maintain a level of transparency and trust within the organization.
- b. **Set a timeline to reevaluate the strategy** – create a specific time to reevaluate the strategy to help confirm that compensation meets industry standards or change the strategy if needed.
- c. **Conduct salary audits** – to help measure how much the current employees are being paid for certain duties. This establishes data points for comparison with new positions, calculating a fair compensation.
- d. **Focus on all-inclusive compensation** – include benefits like health insurance and retirement contribution to the competitive pay model to help recruit high quality candidates interested in all-inclusive perks.

Salary vs Total Compensation

The pay an employee receives for the work that is performed is known as the salary. It is important to understand the difference between a salary and the total compensation offered for a specific position. Different components are calculated into total compensation that are not necessarily included in salary. Total compensation refers to the complete pay package awarded to employees on an annual basis, including all direct and non direct compensation such as salary, health care and retirement benefits, incentive pay and time off.

BASE SALARY – money paid to an exempt employee for performing their job. An exempt employee is someone who receives a set amount of money typically on an annual basis rather than being paid an hourly wage. To qualify for a based salary, an employee usually needs to hold a position that allows them to exercise independent judgment in the work they perform. They can prioritize critical tasks and work without being directly supervised. This type of employee's base salary is expressed in terms of gross income, which is before any taxes are withheld.

To qualify as an exempt employee, an individual must meet certain criteria set by the federal government. The US Department of Labor has an established minimum base salary for an exempt employee is not eligible for overtime pay. If the employee does not earn more than the amount set by the threshold, they should likely be reclassified as non-exempt and receive overtime pay for any hours worked beyond 40 in a week.

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

May 22, 2023

TOTAL COMPENSATION – is expressed in the same way as a base salary, which is in terms of gross income on an annual basis. However, it includes more than just the money paid to an employee. Total compensation includes the base salary, but also includes the value of any benefits received in addition to the salary. Some of the benefits that are most commonly provided within a total compensation package include:

- Paid Time Off (vacation days, sick days and holiday)
- Insurance (medical, dental, disability, life)
- Tuition Assistance
- Retirement Plans
- Employee Assistance programs that offer legal advice, counseling and other services
- Personal use of a County owned vehicle
- Cell phone allowance/reimbursement
- Gym memberships.

When an organization provides any benefits in addition to the base salary, it may generate annual total compensation statements that outline the total amount paid to employees. An employee often knows what they are paid as a base salary, but may not know the dollar value of the additional benefits received. Providing this type of statement can help an employee understand what they receive in total compensation.

What is a Total Compensation Statement? (see attached example)

The employees are the foundation to executing County business. Without them, the County would not be able to serve the citizens and the taxpayers to meet expectations.

A total compensation statement is a way of communicating an employee's value to them. It highlights the compensation package, which includes things like base salary and benefits. The statement helps to paint a picture for an employee who might not fully understand their full conversation.

There are several components that are included in a total compensation statement. An employee usually receives a total compensation statement once a year. Receiving a total compensation statement can sometimes be a shock for an employee. They don't always see the bigger picture when it comes to compensation.

Components of a Total Compensation Statement

A compensation statement organizes and highlights all of the compensation the organization offers an employee. Some of the main costs that are included are gross wages, bonuses, or other extra financial compensation. It can also include things like insurance premiums, paid time off and any retirement plan contributions. The statement can be broken into three categories:

- a. **DIRECT COMPENSATION:** the salary, hourly rate and any overtime pay. It can also include bonuses and incentive pay.
- b. **INDIRECT COMPENSATION:** areas like unemployment tax, social security tax or worker's compensation insurance
- c. **BENEFITS:** anything that is outlined in the benefits package. Things like vision, dental and health insurance. It can also include retirement plan contributions, relocation expenses or educational assistance.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Even though an organization is not obligated to provide a total compensation statement, it can help increase employee morale. The statement can also be helpful to retain the best employees by showing how much they are truly valued.

A well-outlined total compensation package is how an employee can truly understand why they should want to work for the County. The organization wants the personalized statement to be compelling and simple to understand. Charts and graphs help highlight the main areas that the organization wants the employee to recognize.

When a current employee can see how much the County is investing, it can lead to increased loyalty and a higher likelihood of retention.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- _13. Rules of Procedure, Conduct and Decorum at Meetings of the Colorado County Commissioners Court. (Prause)

Judge Prause stated that the court meetings will still be broadcast via ZOOM, but all public comments will now be in person only.

Motion by Judge Prause to approve Rules of Procedure, Conduct and Decorum at Meetings of the Colorado County Commissioners Court; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Exhibit A

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: _____

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? _____

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

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
May 22, 2023**

**RULES OF PROCEDURE, CONDUCT AND DECORUM
AT MEETINGS OF THE
COLORADO COUNTY COMMISSIONERS COURT**

- I. All Regular, Special, Emergency and Executive Session Meetings of the Colorado County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
- II. Regular, Special, and Emergency Meetings of the Colorado County Commissioners Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners Court are not open to the public, the press, or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.
- III. The Colorado County Commissioners Court meets in Regular Session on the second and fourth Mondays of each month, unless otherwise designated. In order for a matter or issue to appear as an agenda item on the official Agenda of any Meeting of the Commissioners Court, a Commissioner or the County Judge must approve and be the proponent of the agenda item. All requested Agenda Items must be submitted to the office of the County Judge by 12:00 p.m. (noon) on the Wednesday immediately preceding the next Regular Meeting of the Commissioners Court.
- IV. The business of Colorado County is conducted by and between the members of the Colorado County Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public may attend, or view by Zoom, all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to addressing the Court during a Public Comment agenda item by being physically present in Court and observing a meeting unless a member of the public is invited to address the Commissioners Court on a particular issue. A member of the public wishing to address the Court during "Public Comment" must complete a Public Participation Form and submit it to the County Clerk prior to the time a meeting begins. A specimen of the Colorado County Commissioners Court Public Participation Form is attached hereto as Exhibit "A".
 - A. Each member of the public who appears before and addresses the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.
 - B. Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item shall be limited to thirty (30) minutes. If more than six (6) members of the public wish to address a particular agenda item, then time allocated to members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item and those members of the public wishing to speak against the agenda item.

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

May 22, 2023

- C. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.
- D. It is the intention of the Court to provide an open access to the citizens of Colorado County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Colorado County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Colorado County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special, and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to and/or addressing the Court; in participating in public discussions before the Court, and in all actions in the presence of the Court. Proper attire for men, women, and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.
- E. It is not the intention of the Colorado County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting, or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. These Rules do not prohibit public criticism of the Commissioners Court, including criticism of any act, omission, policy, procedure, program, or service. Violation of these rules may result in the following sanctions:
1. Cancellation of a speaker's remaining time;
 2. Removal from the Commissioners Courtroom;
 3. A Contempt Citation; and/or
 4. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.
- V. The County Judge is the presiding officer of the Colorado County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the Judge Pro Tem of the Commissioners Court shall preside at the Regular, Special, Emergency Meeting or Executive Session. If both the County Judge and Judge Pro Tem are absent, the senior member of the Commissioners Court (in terms of total number of years as an elected representative) shall preside over the proceedings. However, nothing herein shall prevent the Judge Pro Tem or the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.

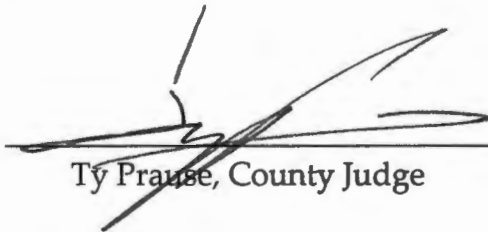
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

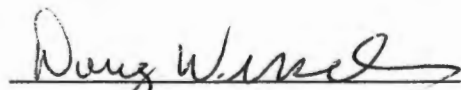
May 22, 2023

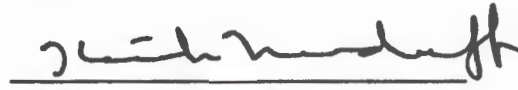
- VI. The County Judge (or the designated Judge Pro Tem of the Commissioners Court), as presiding officer of the Commissioners Court, is responsible for conducting all meetings, and members of the public who have properly completed a Public Participation Form and submitted same to the County Clerk must wait to be recognized before they will be allowed to address the Court.
- VII. Special Rules for the Press and Media:
- A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five feet (5') in front of the Commissioners Court bench.
 - B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.
 - C. Interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.
 - D. Media interviews which are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede, or disrupt the proceedings of any Regular, Special Emergency and/or Executive Session Meeting of the Court.
- VIII. The Sheriff of Colorado County, Texas, or his designated deputy, shall serve as the Bailiff at all Regular, Special and Emergency Meetings of the Court when requested. However, in the event of the absence of the Sheriff, or in the event that there exists a conflict of interest between the Sheriff, any member of the Sheriff's Department, and the Commissioners Court, or in the event of an Executive Session of the Court in which the Sheriff is not an authorized participant, then in such event, the Court shall appoint such other commissioned peace officer to serve as Bailiff as may be necessary.
- IX. From time to time, the Commissioners Court may conduct town meetings and public hearings. These rules of procedure, conduct and decorum shall also apply to such town meetings and public hearings, however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient, and proper manner.
- X. These Rules of Procedure, Conduct and Decorum at Meetings of the Colorado County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

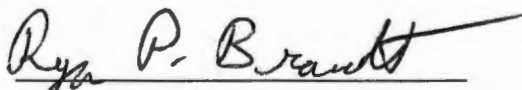
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

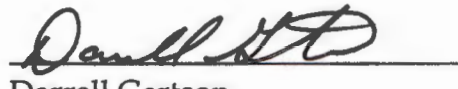
ADOPTED BY THE UNANIMOUS VOTE OF THE COLORADO COUNTY COMMISSIONERS COURT on this the 22nd day of May, 2023.

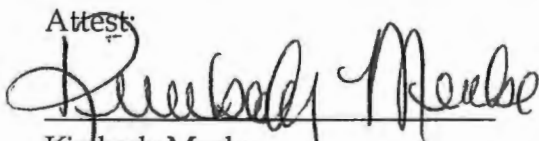

Ty Prause, County Judge


Doug Wessels
Commissioner, Pct. 1


Keith Neuendorff
Commissioner, Pct. 3


Ryan Brandt
Commissioner, Pct. 2


Darrell Gertson
Commissioner, Pct. 4

Attest:

Kimberly Menke
Colorado County Clerk



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

May 22, 2023

- _14. **CLOSED SESSION:** Pursuant to Texas Government Code §551.071 and §551.129, to conduct a private consultation with the County's attorney regarding pending opioid litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

9:25 A.M. court recessed for closed session.

9:27 A.M. court reconvened for closed session.

9:56 A.M. court adjourned closed session.

10:00 A.M. court reconvened for open session.

- _15. **OPEN SESSION:** Pursuant to Texas Government Code §551.102, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court, including but not limited to Order Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreement.

Motion Judge Prause to approve the Order Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreement; 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
May 22, 2023**

THE STATE OF TEXAS §

COUNTY OF COLORADO §

**ORDER (RESOLUTION) AUTHORIZING APPROVAL OF PROPOSED TEXAS
STATEWIDE OPIOID SETTLEMENT AGREEMENT**

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Colorado County, Texas (hereinafter, "County"), held on May 22, 2023, the following Order (Resolution) was adopted:

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

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

WHEREAS, the County brought or has investigated claims against (1) Allergan Finance LLC and Allergan Limited (together, the "Allergan Defendants"), and (2) other defendants in the opioid supply chain on behalf of the County in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas (the "Litigation"); and

WHEREAS, on May 10, 2023, the Allergan Defendants, in the Litigation brought by the County and the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into a settlement agreement, entitled Allergan Texas Statewide Opioid Settlement Agreement (the "Texas Addendum"), settling the County's claims and causes of action against the Allergan Defendants in the Litigation; and

WHEREAS, Special Counsel, the State of Texas, and the County's Outside Counsel have recommended that the County Commissioners' Court support the adoption and approval of the settlement with the Allergan Defendants as embodied in the Texas Addendum in its entirety; and

WHEREAS, even though the payments from the settlement reflect only partial compensation to the County for the past damages it has suffered and the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas, the County, and its residents, and that it reduces the risks associated with protracted litigation;

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

1. Support the adoption and approval of the settlement with the Allergan Defendants as embodied in the Texas Addendum;
2. Authorizes the County to execute the Texas Release for the Texas Addendum Subdivision Participation Form and Release; and

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

May 22, 2023

3. Further finds as follows:

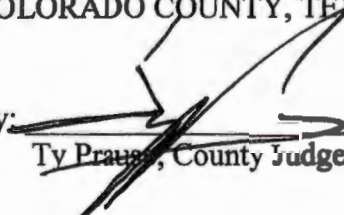
- a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about the County; and
- b. The County Commissioners Court supports in its entirety the settlement with the Allergan Defendants as embodied in the Texas Addendum. The County Commissioners Court understands that the purpose of the settlement is to effectuate resolution of the Litigation against the Allergan Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas courts in a manner and means that promotes an effective and meaningful use of the funds to abate the opioid epidemic in the County and throughout Texas.

The County, therefore, is hereby authorized to approve and accept the settlement with the Allergan Defendants as embodied in the Texas Addendum.

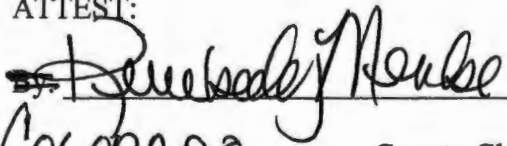
The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Counsel in the Litigation and approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 22nd day of May, 2023.

COLORADO COUNTY, TEXAS

By: 
Ty Prause, County Judge

ATTEST:


_____, County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Exhibit B

TEXAS ADDENDUM SUBDIVISION PARTICIPATION FORM AND RELEASE

Texas Political Subdivision: Colorado County	State: Texas
Authorized Official: Ty Prause, County Judge	
Address 1: P.O. Box 236	
Address 2:	
City, State, Zip: Columbus, Texas 78934	
Phone: (979) 732-2604	
Email: ty.prause@co.colorado.tx.us	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Allergan-Texas Statewide Opioid Settlement Addendum ("Allergan Texas Addendum"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Texas Addendum, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Allergan Texas Addendum, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Political Subdivision elects to participate in the Allergan Texas Addendum as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation Form, its counsel shall work with Allergan's counsel to dismiss with prejudice any Released Claims that it has filed against Released Entities.
3. The Texas Political Subdivision agrees to the terms of the Allergan Texas Addendum pertaining to Political Subdivisions as provided therein.
4. By agreeing to the terms of the Allergan Texas Addendum and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it receives through the Allergan Texas Addendum solely for the purposes provided therein.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Allergan Texas Addendum. For the avoidance of doubt, nothing contained in this Participation Form, or the Allergan Texas Addendum constitutes consent to jurisdiction, express or implied, over the governmental entity or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision has the right to enforce the Allergan Texas Addendum in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Texas Addendum and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Texas Addendum are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Allergan Texas Addendum shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Allergan Texas Addendum, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist,


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

May 22, 2023

whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Texas Political Subdivision's decision to participate in the Allergan Texas Addendum.

10. The Texas Political Subdivision acknowledges, agrees, and understands that the Settlement Amount in the Section of the Allergan Texas Addendum entitled Base and Incentive Payments for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Allergan in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
11. Nothing herein is intended to modify in any way the terms of the Allergan Texas Addendum Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Election and Release is interpreted differently from the Allergan Texas Addendum, the Allergan Texas Addendum controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Texas Political Subdivision.

Signature: 
Name: Ty Prause
Title: County Judge
Date: May 22, 2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- _16. Consent Items:
- a. Certification for Continuing Education:
 - 1. Boe Reeves, Justice of the Peace Precinct 2 - FY 23 Justice of the Peace 20-hour seminar.
 - 2. Ty Prause, County Judge - Texas College of Probate Judges.
 - b. Recognition of completion of cyber security awareness training as per HB 3834.
 - c. Statutory Performance Bond No. 0834055 posted by Skybeam, LLC dba Rise Broadband for the following county roads: Henry Street, Honeydew Lane, Glen Flora Road and Carter Walker Road, Precinct 4.
 - d. Certificate of Liability Insurance posted by:
 - 1. GrantWorks, Inc. & Northland II Property LLC (5/22/2023-5/22/2024).
 - 2. JAB Wireless, Inc. dba Rise Broadband, Inc. (8/1/2022-8/1/2023).
 - 3. Ballard Exploration Company, Inc. (5/8/2023-5/1/2024).

Motion by Commissioner Neuendorff to approve all consent items as presented; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

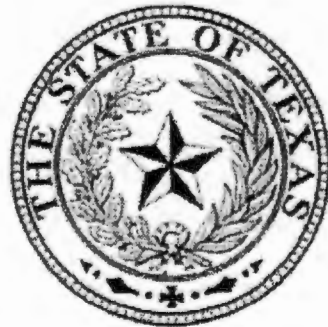
TEXAS STATE UNIVERSITY
TEXAS JUSTICE COURT TRAINING CENTER

LET IT BE KNOWN THAT

BOE REEVES

HAS SUCCESSFULLY COMPLETED 20 HOURS OF THE
FY_23 JUSTICE OF THE PEACE 20-HOUR SEMINAR
March 5, 2023 - March 8, 2023

AS PROVIDED BY RULES PROMULGATED BY THE
TEXAS COURT OF CRIMINAL APPEALS
2022 - 2023



A handwritten signature in black ink, appearing to read "L. DeHaven".

Executive Director Texas Justice Court Training Center

A handwritten signature in black ink, appearing to read "Holly Williams".

Chairman Justice of the Peace Educational Committee

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023

TEXAS COLLEGE OF PROBATE JUDGES

This is to certify that

TY PRAUSE

COUNTY JUDGE

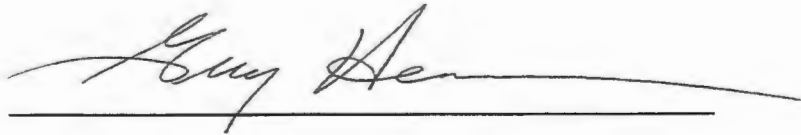
COLORADO COUNTY, TEXAS

has successfully completed the

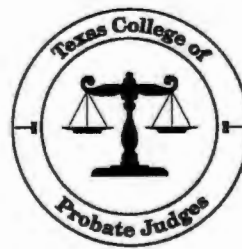
Continuing Judicial Education program at

GRAND GALVEZ | GALVESTON, TEXAS

May 3rd-5th, 2023



President, Judge Guy Herman



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

First Name	Last Name	Completed
Gloria	McCain	5/15/2023 17:57
Ty	Prause	5/15/2023 7:09
Jeff	Argo	5/14/2023 17:13
Andrew	Weido	5/12/2023 7:09
Jacob	Gorman	5/11/2023 16:17
Cheri	Tello	5/11/2023 13:18
Josandi	Martinez	5/9/2023 14:01

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

TEXAS STATUTORY PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF Colorado }

BOND NUMBER 0834055
Premium: \$150 / per year

KNOW ALL MEN BY THESE PRESENTS:

That Skybeam, LLC dba Rise Broadband (hereinafter called the Principal), as Principal and Harco National Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and whose principal office is located in the City of Newark, New Jersey, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held and firmly bound unto Colorado County, Texas (hereinafter called the County), in the penal sum of Seven Thousand Five Hundred and 00/100 Dollars (\$ 7,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the County, dated the 27th day of March, 2023, a copy of which is hereto attached and made a part hereof, for County Road Right-of-Way Permit for Henry St, Honeydew Ln, Glen Flora Rd, & Carter Walker Ln.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of May, 20 23.

Skybeam, LLC dba Rise Broadband

By:

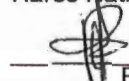

Principal

WITNESS:


Jose Polio

Harco National Insurance Company

By:


Rossia Polio, Attorney-in-Fact
Surety

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

May 22, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 05/04/2023 before me, Valerie Takeuchi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rossio Polio
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rossio Polio

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

~~Signer's Name: _____~~

~~Corporate Officer — Title(s): _____~~

~~Partner — Limited General~~

~~Individual Attorney in Fact~~

~~Trustee Guardian or Conservator~~

~~Other: _____~~

~~Signer Is Representing: _____~~

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0834055

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

VALERIE TAKEUCHI, CHRISTINA PARSONS, ALICIA DASS, KAREN RHODES, ROSSIO POLIO, KELLY HOLTEMANN, THOMAS E HUGHES, CHARLES R. SHOEMAKER, ZACHARY OVERBAY, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, ANDREW S. HOLLOWAY, JOAN DELUCA, PATRICK R. DIEBEL, YVONNE RONCAGLILO

San Francisco, CA

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

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

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

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

STATE OF ILLINOIS
County of Cook



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

On this 31st day of December, 2022 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley

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

CERTIFICATION

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

IN TESTIMONY WHEREOF I have hereunto set my hand on this day, May 04, 2023

Irene Martins

Irene Martins, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

61 Inverness Drive East
Suite 250
Englewood, CO 80112



844-411-RISE
RiseBroadband.com

VIA UPS

May 5, 2023

Colorado County Courthouse
Attn: Sharon Marsalia
400 Spring Street, Rm. 107
Columbus, Texas 78934

Re: County Road Right of Way Permit
Henry St., Honeydew Ln., Glen Flora Rd. and Cater Walker Ln.

Dear Ms. Marsalia:

In connection with the above referenced Right of Way Permit, enclosed is a performance bond in the amount of \$7,500 issued to Colorado County on behalf of Skybeam, LLC dba Rise Broadband.

If you have any questions, please contact Chad Mueller at (779) 227-5184.

Sincerely,

A handwritten signature in cursive script that reads "Mary Johnson".

Mary Johnson
Vice President, Controller

Enclosure

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES						
Ref #	Description FL FIGA Reg 2008	Coverage Code FLFIG	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Employment Practices Liab Ins	Coverage Code EPLI	Form No.	Edition Date		
Limit 1 10,000	Limit 2 10,000	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date		
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date		
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$353.00	
Ref #	Description MLD	Coverage Code MLD	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Uninsured/Underinsured Motorist BI	Coverage Code UMUIM	Form No.	Edition Date		
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Blanket Additional Insured	Coverage Code BLKAI	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$75.00	
Ref #	Description Broadened Coverage	Coverage Code BRDCV	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$335.00	
Ref #	Description Theft Prevention Authority Charge	Coverage Code TPAC	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$148.00	
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$75.00	
Ref #	Description PPD	Coverage Code PPD	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES					
Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount 500	Deductible Type	Premium \$79.00
Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$158.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$18.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$256.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$37.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$11.00
Ref #	Description UEBTF	Coverage Code UEBTF	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$16.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$34.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$47.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES					
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$107.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$89.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$1,111.00
Ref #	Description SIBT	Coverage Code SIBT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$9.00
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$238.00
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$5.00
Ref #	Description Rate Modification Factor	Coverage Code RMF	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$41.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$5.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$132.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES						
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$4,123.00	
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$8.00	
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$3.00	
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$706.00	
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00	
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$101.00	
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$20.00	
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$14.00	
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$3.00	
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$39.00	
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$15.00	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES						
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$250.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$12.00
Ref #	Description Surcharges	Coverage Code SURC	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$5.00
Ref #	Description Id Fraud Expense Coverage	Coverage Code FRAUD	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$3.00
Ref #	Description Second Injury Fund	Coverage Code 2NDIN	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$60.00
Ref #	Description OSHF	Coverage Code OSHF	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$4.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$50.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$99.00
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$250.00
Ref #	Description Territory Differential Prem 1	Coverage Code TDP01	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$147.00
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$138.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES						
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$13.00
Ref #	Description LECF	Coverage Code LECF	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$4.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$250.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$57.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$5.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$15.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$2.00
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$105.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$250.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	\$250.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	-\$41.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES					
Ref #	Description	Coverage Code	Form No.	Edition Date	
	Premium discount	PDIS			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$12.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$797.00
	Assessment Fund	ASMNT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$32.00
	Waiver of Subrogation	WWSUB			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
	Increased employer's liability	INEL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$2.00
	Waiver of Subrogation	WWSUB			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
	Increased employer's liability	INEL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$1.00
	Increased employer's liability	INEL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$179.00
	UEBTF	UEBTF			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$1.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$2,907.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$85.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES					
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$38.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$36.00
Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$138.00
Ref #	Description Waiver of Subrogation	Coverage Code WWSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$49.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$2.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$4.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$3.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$2.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$15.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES					
Ref #	Description	Coverage Code	Form No.	Edition Date	
	Loss constant	LCNT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$20.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$110.00
	Waiver of Subrogation	WWSUB			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$250.00
	Premium discount	PDIS			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$11.00
	Schedule rate adjustment	SRA			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$49.00
	Premium discount	PDIS			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$165.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$375.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$28.00
	Surcharges	SURC			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$13.00
	Increased employer's liability	INEL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$4.00
	Adjst. to reconcile-exp mod. premium	AREM			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$96.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

ADDITIONAL COVERAGES						
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$266.00	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 May 22, 2023**

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Galloway Insurance Agency		NAMED INSURED GrantWorks, Inc. & Northland II Property LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Waiver of Subrogation, as required by contract, is automatically provided by the Business Liability Coverage Form SS0008.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2023

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

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

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Lynch PHONE (A/C, No, Ext): 720-593-5403 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS: vlynch@woodruffssawyer.com												
INSURER(S) AFFORDING COVERAGE													
INSURED RISEBRO-01 JAB Wireless, Inc. dba Rise Broadband, Inc.. 61 Inverness Dr. East Suite 250 Englewood CO 80112	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Zurich American Insurance Company</td> <td style="width: 20%;">NAIC # 16535</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Zurich American Insurance Company	NAIC # 16535	INSURER B : Navigators Insurance Company	42307	INSURER C : Continental Insurance Company	35289	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
INSURER A : Zurich American Insurance Company	NAIC # 16535												
INSURER B : Navigators Insurance Company	42307												
INSURER C : Continental Insurance Company	35289												
INSURER D : Continental Casualty Company	20443												
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 1229488900** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO012794205	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP012794105	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			LA22UMRZ02EC9IV 6079016141	8/1/2022 8/1/2022	8/1/2023 8/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC018128207	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			6081179826	8/1/2022	8/1/2023	Deductible \$25,000 \$383,900

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured Schedule:
 Jab Wireless, Inc. DBA Jab Broadband, Rise Broadband
 Rise Broadband Inc.
 Skybeam Acquisition Corporation DBA Prairie iNet, Rise Broadband
 Skybeam, LLC DBA Rise Broadband
 Digis, LLC DBA Digis-UT, Digis-ID and Digis-NV, Rise Broadband
 Essex Telcom, Inc. DBA T6 Broadband, Rise Broadband
 AirCanopy Internet Services, Inc. DBA Skybeam-TX, Rise Broadband
 See Attached...

CERTIFICATE HOLDER Colorado County Judge 400 Spring Street, Room 107 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

AGENCY CUSTOMER ID: RISEBRO-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Woodruff-Sawyer & Co.		NAMED INSURED JAB Wireless, Inc. dba Rise Broadband, Inc.. 61 Inverness Dr. East Suite 250 Englewood CO 80112	
POLICY NUMBER		EFFECTIVE DATE: _____	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

LP Broadband, Inc. DBA Skybeam-CO, Rise Broadband
Rhino Communications, Inc DBA Rise Broadband
Suburban Broadband, LLC DBA Rise Broadband

- Location Schedule:
 Location 1: 619 14th St Sw, Loveland, CO, 80537
 Location 2: 61 Inverness Dr E, Ste 250, Englewood, CO, 80112
 Location 3: 1200 Gambel Rd, Ste 100, Arlington, TX, 76014
 Location 4: 4950 Valenty Rd, Pocatello, ID, 83202
 Location 5: 3250 S Alpine Rd, Rockford, IL, 61109
 Location 6: 13595 Giles Rd, Ste B, Omaha, NEN, 68138
 Location 7: 1214 Bunn Ave, Ste 18, Springfield, IL, 62703
 Location 8: 1030 Old Marion Rd NE, Cedar Rapids, IA, 52402
 Location 9: 4617 County Road 616, Alvarado, TX, 76009
 Location 10: 3946 Professional Way, Idaho Falls, ID, 83402
 Location 11: 1302 Spruce St, Unit B, Morris, IL, 60450

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

May 22, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2023

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

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

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	CONTACT NAME: Christina Casanova PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: ccasanova@bmbinc.com														
INSURED Ballard Exploration Company, Inc. 1021 Main Street Suite 2310 Houston TX 77002	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Colonial County Mutual Ins. Co.</td> <td style="text-align: center;">29262</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Colonial County Mutual Ins. Co.	29262	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Lloyds of London		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Colonial County Mutual Ins. Co.	29262														
INSURER B: Texas Mutual Insurance Company	22945														
INSURER C: Lloyds of London															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1238579911** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	23CGLN14971	5/8/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	ACPBA013049252285	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	23XS114972	5/8/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> Y N/A			0001167907	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Control of Well			B1230NG02936A23	5/8/2023	5/1/2024	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Control of Well limits:
 \$20,000,000 any one occurrence combined single limit: Drilling Wells
 \$20,000,000 any one occurrence combined single limit: Workover Wells
 \$20,000,000 any one occurrence combined single limit: Producing Wells
 \$2,500,000 any one occurrence: Care, Custody and Control

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are See Attached...

CERTIFICATE HOLDER Colorado County Attn: Susan Rogers 400 Spring, Room 113 Columbus TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

May 22, 2023

Policy Number: 23CGLN14971
Effective Dates: 05/08/2023 - 05/01/2024

ENDORSEMENT NO. 11

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BLANKET ADDITIONAL INSURED

Underwriters agree that, where required by written "insured contract", any person, firm or organization is included as additional insured but only in respect of liability for "bodily injury" and/or "property damage" arising out of operations performed by or on behalf of the Named insured under written "insured contract" with such additional insured and then, subject to the terms, conditions, exclusions and Limits of Insurance of this policy, only to the extent required under said written "insured contract".

However, unless expressly required otherwise in the applicable contract, additional insured status afforded hereunder shall never be broader than the contractual obligations of the Named Insured to the additional insured assumed under the applicable written "insured contract"; except that under no circumstances shall the additional insured be afforded any coverage provided by this policy for other than its tort liabilities to third parties.

Nothing in this endorsement shall be construed to broaden the coverage provided under this policy prior to the attachment of this endorsement.

All other terms and conditions remain unchanged.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

- _17. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

Commissioner Gertson asked if the county would be receiving money back from Justice of the Peace Precinct No. 3 Francis Truchard's bond; Michelle Lowrance stated no.

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
May 22, 2023**

**Colorado County
Commissioner's Court Meeting
May 22, 2023
Additional Claims for Payment**

1. Crain, Caton & James	\$3,426.75
2. Crain, Caton & James	<u>\$7,982.65</u>
	\$11,409.40
3. Caldwell Country (Vehicle for MH Deputy)	\$47,393.50
4. Capital One Trade Credit (pct 3)	<u>39.99</u>
Total	<u>\$58,842.89</u>

4. C

5. C

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PERDUE, BRADON, FIELDER, COLDER &	241361	A	APR DISTCLRK DLQ ATTY FEES/IVC72398	10.00
		12-200-476		PERDUE-PRIVATE COLLECTIONS FEE	
	DEPARTMENT TOTAL				10.00
0400-COUNTY JUDGE					
	AT&T	241419	A	PHONE SVC/ACCT#713 A80-6235 692 8	105.64
		12-400-420		COMMUNICATIONS EXPENSE	
	GREATAMERICA FINANCIAL SVCS	241347	A	COPIER LEASE PYMT/INV#33980107	128.00
		12-400-421		COPIER USAGE EXPENSE	
	PRESTIGE OFFICE PRODUCTS, LLC	241363	A	OFFICE SUPPLIES/INV#129347	25.45
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	241389	A	TRUNKED VOICE SERVICE	15.77
		12-400-420		COMMUNICATIONS EXPENSE	
	TY PRAUSE	241396	A	TRAVEL EXPS TO CONFERENCE	534.69
		12-400-427		CONFERENCE/SEMINARS/DUES	
	DEPARTMENT TOTAL				809.55
0401-COMMISSIONER'S COURT					
	DAVID B. BROOKS	241452	A	APRIL LEGAL SVCS	100.00
		12-401-403		OUTSIDE LEGAL SERVICES	
	DEPARTMENT TOTAL				100.00
0403-COUNTY CLERK					
	AMAZON CAPITAL SERVICES	241315	A	2DESKS&DRWR ORG/INV#1RTV-6FL6-VPLJ	334.16
		12-403-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AT&T	241418	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-403-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241333	A	LONG DISTANCE/ACCT#BAN:858540623-0	12.21
		12-403-420		COMMUNICATIONS EXPENSE	
	JESSICA RODRIGUEZ	241508	A	REIMB OF CONF & TRAVEL EXP	752.28
		12-403-427		CONFERENCE/SEMINARS/DUES	
	TIME WARNER CABLE ENTERPRISES LLC	241383	A	TRUNKED VOICE SERVICE	15.77
		12-403-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				1,161.06
0410-ELECTIONS					
	AT&T	241414	A	PHONE SVC/ACCT#713 A80-6235 692 8	105.64
		12-410-420		COMMUNICATION EXPENSE	
	AT&T LONG DISTANCE	241323	A	LONG DISTANCE/ACCT#BAN:858540623-0	0.40
		12-410-420		COMMUNICATION EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	241384	A	TRUNKED VOICE SERVICE	15.77
		12-410-420		COMMUNICATION EXPENSE	
	DEPARTMENT TOTAL				121.81
0428-PUBLIC DEFENDER					
	AT&T	241412	A	PHONE SVC/ACCT#713 A80-6235 692 8	17.63
		12-428-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241322	A	LONG DISTANCE/ACCT#BAN:858540623-0	55.23
		12-428-420		COMMUNICATIONS EXPENSE	
	KEVIN DUNN	241510	A	REIMB FOR WIRELESS MOUSE	15.13
		12-428-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	241532	A	2 CARTRIDGES/INV#129399	285.98
		12-428-310		SUPPLIES/EQUIPMENT UNDER \$500	
	THOMSON REUTERS - WEST	241382	A	MAY SUBSCRIPTION/INV#848208777	137.81
		12-428-423		LAW BOOKS/ON-LINE SUBSCRIPTIONS	
	TIME WARNER CABLE ENTERPRISES LLC	241392	A	TRUNKED VOICE SERVICE	15.77
		12-428-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				527.55

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/23 08:30 AM DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME: 02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AMAZON CAPITAL SERVICES	241311	A	SAFE FOR DISTJUD/INV#17Q1-M4DV-4DFL	135.00
		12-433-310		OFFICE SUPPLIES	
	DEPARTMENT TOTAL				135.00
0434-2ND 25TH JUDICIAL DISTRICT	LORI SCHMID	241357	A	JAN-MAY MILEAGE FOR COURT REPORTER	655.00
		12-434-489		COURT REPORTERS EXPENSE	
	DEPARTMENT TOTAL				655.00
0435-DISTRICT COURT	TRAVIS HILL, ATTORNEY AT LAW	241565	A	CRT APPT ATTY/CAUSE#CR22-176	750.00
		12-435-488		COURT REPORTERS	
	DEPARTMENT TOTAL				750.00
0440-HUMAN RESOURCES	TIME WARNER CABLE ENTERPRISES LLC	241394	A	TRUNKED VOICE SERVICE	15.76
		12-440-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				15.76
0450-DISTRICT CLERK	AT&T LONG DISTANCE	241324	A	LONG DISTANCE/ACCT#BAN:858540623-0	0.43
		12-450-420		COMMUNICATIONS EXPENSE	
	PRESTIGE OFFICE PRODUCTS, LLC	241362	A	4 OFFICE CHAIRS/INV#129236	1,400.00
		12-450-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	241530	A	OFFICE SUPPLIES/INV#129408	273.17
		12-450-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	241385	A	TRUNKED VOICE SERVICE	15.77
		12-450-420		COMMUNICATIONS EXPENSE	
	VALERIE HARMON	241555	A	CONF TRAVEL REIMBURSEMENT	132.38
		12-450-427		CONFERENCE/SEMINARS/DUES	
	DEPARTMENT TOTAL				1,821.75
0451-JUSTICE OF THE PEACE #1	AMAZON CAPITAL SERVICES	241316	A	DEHUMIDIFIER/INV#1HFL-CV9D-1TJN	335.73
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	241317	A	DEHUMIDIFIER/INV#17Q1-M4DV-66CT	450.58
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AT&T	241411	A	PHONE SVC/ACCT#713 A80-6235 692 8	95.56
		12-451-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241330	A	LONG DISTANCE/ACCT#BAN:858540623-0	115.92
		12-451-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				997.79
0452-JUSTICE OF THE PEACE #2	AMAZON CAPITAL SERVICES	241318	A	BATTERY BACKUP/INV#1V1T-77VL-HWNN	72.78
		12-452-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEPARTMENT TOTAL				72.78
0453-JUSTICE OF THE PEACE #3	AT&T	241413	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-453-420		COMMUNICATIONS EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	241391	A	TRUNKED VOICE SERVICE	15.77
		12-453-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				62.41
0475-COUNTY ATTORNEY	COMDATA	241450	A	CTY ATTY APRIL FUEL/ACCT#XY863	86.06
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	ODP BUSINESS SOLUTIONS	241523	A	OFFICE SUPPLIES/CUST#14991095	84.42
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	THOMSON REUTERS - WEST	241545	A	TX RULES OF COURT/INV#848340066	216.00
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	TIME WARNER CABLE ENTERPRISES LLC	241390	A	TRUNKED VOICE SERVICE	15.77
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	DEPARTMENT TOTAL				402.25
0495-COUNTY AUDITOR'S OFFICE					
	AMAZON CAPITAL SERVICES	241309	A	ENVELPS&REP CVRS/INV#17CJ-7QQR-1WYT	25.78
		12-495-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	241310	A	30 BANKERS BXS/INV#17Q1-M4DV-4DFL	69.99
		12-495-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	241387	A	TRUNKED VOICE SERVICE	15.77
		12-495-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				111.54
0497-COUNTY TREASURER					
	TIME WARNER CABLE ENTERPRISES LLC	241388	A	TRUNKED VOICE SERVICE	15.77
		12-497-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				15.77
0499-TAX ASSESSOR-COLLECTOR					
	AMAZON CAPITAL SERVICES	241319	A	2SNZ GRDS,PEN,CARTR/#1LPM-1MMQ-NCHN	251.65
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	241386	A	TRUNKED VOICE SERVICE	15.77
		12-499-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				267.42
0510-COURTHOUSE BUILDING					
	A L & M BUILDING SUPPLY	241458	A	5' CORD PROTECTR FOR CH/CUST#5134	15.99
		12-510-356		HAND TOOLS & EQUIPMENT	
	A L & M BUILDING SUPPLY	241459	A	KEYS/CUST#5135/INV#549446 & 549838	3.98
		12-510-450		REPAIRS TO BLDGS	
	A L & M BUILDING SUPPLY	241460	A	JP3 (20 DOOR KNOBS/CUST#5135	42.98
		12-510-450		REPAIRS TO BLDGS	
	A L & M BUILDING SUPPLY	241461	A	BLACK PAINT FOR FOUNTAIN/CUST#5135	8.59
		12-510-494		GROUNDS MAINTENANCE	
	A L & M BUILDING SUPPLY	241462	A	40# TOPSOIL FOR CH/CUST#5135	17.07
		12-510-494		GROUNDS MAINTENANCE	
	A L & M BUILDING SUPPLY	241463	A	200PK KEY CAPS FOR MAINT/CUST#5135	5.32
		12-510-395		MISCELLANEOUS SUPPLIES	
	A-LINE AUTO PARTS	241573	A	EDGER BLADE/CUST#46398	33.90
		12-510-355		REPAIR MATERIALS	
	AMAZON CAPITAL SERVICES	241312	A	BLURAY DVD WRITR/INV#1JJH-KFY6-R4GG	89.99
		12-510-395		MISCELLANEOUS SUPPLIES	
	AMAZON CAPITAL SERVICES	241313	A	BULB FOR CH LAWN/INV#1M7M-RD7J-9CRP	5.99
		12-510-494		GROUNDS MAINTENANCE	
	AMAZON CAPITAL SERVICES	241314	A	CH LWN TRANSCVR/INV#1WTC-P631-C9DG	49.87
		12-510-494		GROUNDS MAINTENANCE	
	COLORADO FEED CO.	241343	A	2.5GAL ROUND UP/INV#500420	85.00
		12-510-494		GROUNDS MAINTENANCE	
	CONSTELLATION NEW ENERGY, INC.	241474	A	TRAVIS STREETLIGHTS TO 4-27	10.48
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241475	A	TRAVIS STREETLIGHTS TO 4-27	10.48
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241476	A	RADIO TOWER ELECT TO 4/28	5.86
		12-510-440		UTILITIES	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4
 TIME: 02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CONSTELLATION NEW ENERGY, INC.	241477	A	SVCS FACILITY ELECT TO 4/28	642.73
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241480	A	STREETLIGHTS TO 4-28	12.59
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241481	A	TRAVIS STREETLIGHTS TO 5-5	8.61
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241482	A	PROBATION ELECTRICITY TO 5-4	463.13
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241484	A	ANNEX ELECTRICITY TO 5-5	1,328.30
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241485	A	COURTHOUSE ELECTRICITY TO 5-5	1,995.08
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241486	A	AG BLDG ELECT TO 5-5	70.20
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241487	A	RMO/MAINT ELECT TO 5-5	202.70
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241488	A	SPRING STREETLIGHTS TO 5-5	17.23
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	241489	A	JP#3 ELECTRICITY TO 5-5	294.19
		12-510-440		UTILITIES	
	FSC, INC.	241570	A	MEET, PLAN, ESTIMATES-CH DRAINAGE	2,450.00
		12-510-497		MISCELLANEOUS	
	GFL ENVIRONMENTAL	241502	A	JP4 MONTHLY TRASH SVC/#AC003680	39.09
		12-510-440		UTILITIES	
	GULF COAST PAPER CO., INC.	241503	A	FILTERS & DISINFECTANT	315.68
		12-510-335		CLEANING SUPPLIES	
	KINGS III OF AMERICA, LLC	241511	A	INSTALL ELEVATOR PHONE/CUST#82279	592.78
		12-510-455		ELEVATOR MAINTENANCE	
	ROSENBAUM ELECTRIC, LLC	241368	A	CH UNDERGROUND WIRING/#0330CCOUR	1,185.42
		12-510-450		REPAIRS TO BLDGS	
	ROSENBAUM ELECTRIC, LLC	241369	A	REP LIGHTS W LED/#0508CCOUR2	403.88
		12-510-450		REPAIRS TO BLDGS	
	ROSENBAUM ELECTRIC, LLC	241370	A	REP 4 FIXTURES TO LED/#0508CCPROB	683.52
		12-510-450		REPAIRS TO BLDGS	
	ROSENBAUM ELECTRIC, LLC	241371	A	REP 3 FIXTURES&AMB WIRE/#0508CCEMS	534.31
		12-510-450		REPAIRS TO BLDGS	
	WILSON FIRE EQUIPMENT & SVC CO, INC	241398	A	SPRINKLER SYSTEM SVC/INV#102936	1,947.40
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	WILSON FIRE EQUIPMENT & SVC CO, INC	241562	A	ANNUAL FIREALARM MONITORING TO 3/24	480.00
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	DEPARTMENT TOTAL				14,052.34
0515-PARKS & RECREATION DEPT					
	CONSTELLATION NEW ENERGY, INC.	241483	A	BEASON'S PARK ELECTRICITY TO 5-2	41.76
		12-515-440		UTILITIES	
	DEPARTMENT TOTAL				41.76
0525-SEPTIC SYSTEM/FLOODPLAIN					
	AT&T	241408	A	PHONE SVC/ACCT#713 A80-6235 692 8	55.22
		12-525-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241335	A	LONG DISTANCE/ACCT#BAN:858540623-0	45.85
		12-525-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				101.07
0530-EMERGENCY MANAGEMENT					
	AMAZON CAPITAL SERVICES	241320	A	FLIGHT BATTERY/#1YLVW-K44L-33JR	165.80
		12-530-310		SUPPLIES/EQUIPMENT UNDER \$500	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 5
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T	241423	A	PHONE SVC/ACCT#713 A80-6235 692 8	55.22
		12-530-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241331	A	LONG DISTANCE/ACCT#BAN:858540623-0	98.29
		12-530-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				319.31
0540-EMS DIRECTOR/AMBULANCE					
	3L USA LLC	241399	A	525GL GAS 480GL DIES/INV#310923	2,811.10
		12-540-330		FUEL & OIL	
	3L USA LLC	241457	A	330GL GAS, 600GL DIES/INV#312079	2,675.95
		12-540-330		FUEL & OIL	
	A & A OIL CO., INC.	241400	A	APRIL EMS FUEL	769.07
		12-540-330		FUEL & OIL	
	AQUA BEVERAGE COMPANY	241401	A	COOLER RENT & WATER/ACCT#008049	30.00
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AT&T	241405	A	PHONE SVC/ACCT#713 A80-6235 692 8	96.92
		12-540-420		COMMUNICATIONS EXPENSE	
	AT&T	241416	A	PHONE SVC/ACCT#713 A80-6235 692 8	45.34
		12-540-420		COMMUNICATIONS EXPENSE	
	AT&T	241421	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-540-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241327	A	LONG DISTANCE/ACCT#BAN:858540623-0	12.67
		12-540-420		COMMUNICATIONS EXPENSE	
	COLUMBUS BEARING & INDUST	241472	A	(2) PLUGS SHORELINE/CUST#201424	10.98
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	COMDATA	241447	A	EMS APRIL FUEL/ACCT#XY863	713.30
		12-540-330		FUEL & OIL	
	DSS DRIVING SAFETY SERVICES, LLC	241495	A	NON DOT D&A TEST/INV#23-1488057	95.00
		12-540-417		DRUG & ALCOHOL TESTING	
	DSS DRIVING SAFETY SERVICES, LLC	241496	A	(3)NON DOT DRUG TEST/INV#23-1488057	195.00
		12-540-417		DRUG & ALCOHOL TESTING	
	DSS DRIVING SAFETY SERVICES, LLC	241497	A	NON DOT DRUG TEST/INV#23-1488057	75.00
		12-540-417		DRUG & ALCOHOL TESTING	
	ESO SOLUTIONS, INC.	241498	A	CAD DATA INTEGRATION FOR REPORTS	2,054.85
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	HANJAK INDUSTRIES, LLC	241349	A	TRUCK REPAIR/INV#3214	575.00
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	HANJAK INDUSTRIES, LLC	241504	A	AMBULANCE MAINT/INV#3214	575.00
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	HENRY SCHEIN INC.	241351	A	AMB SUPPLIES/INV#37059636	672.71
		12-540-334		AMBULANCE SUPPLIES	
	IMPACT PROMOTIONAL SVCS, LLC	241572	A	EMS UNIFORMS/INV#55825	661.29
		12-540-491		UNIFORMS	
	O'REILLY AUTO PARTS	241360	A	OIL FILTER/CUST#1269382	57.11
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	O'REILLY AUTO PARTS	241527	A	FUEL TREATMENT/CUST#1269382	59.99
		12-540-330		FUEL & OIL	
	O'REILLY AUTO PARTS	241528	A	FILTERS/CUST#1269382	174.42
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	QUADMED, INC.	241366	A	AMBULANCE SUPPLIES/INV#235789	309.27
		12-540-334		AMBULANCE SUPPLIES	
	QUADMED, INC.	241533	A	AMB SUPLS/#230927,230612,230986,	1,719.64
		12-540-334		AMBULANCE SUPPLIES	
	QUADMED, INC.	241534	A	AMB SUPLS/#232661,234175,235484,	1,385.65
		12-540-334		AMBULANCE SUPPLIES	
	TIME WARNER CABLE ENTERPRISES LLC	241395	A	TRUNKED LINES FOR COVID	126.15
		12-540-425		COVID-19 EXPENSES	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 6
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VOCBON	241556	A	(6) RADIO CHARGERS/INV#440000857	560.00
		12-540-453		RADIOS & RADIO REPAIRS	
	DEPARTMENT TOTAL				16,508.05
0555-911 RURAL ADDRESSING					
	AT&T	241417	A	PHONE SVC/ACCT#713 A80-6235 692 8	55.22
		12-555-420		COMMUNICATIONS EXPENSE	
	AT&T	241424	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-555-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241332	A	LONG DISTANCE/ACCT#BAN:858540623-0	87.58
		12-555-420		COMMUNICATIONS EXPENSE	
	FSC, INC.	241571	A	EL S&G FACIL, UPRR BRIDGE & SET RES	1,050.00
		12-555-402		FLOODPLAIN CONSULTANT	
	PRESTIGE OFFICE PRODUCTS, LLC	241531	A	PAPER CLIPS/INV#129428	10.79
		12-555-310		SUPPLIES/EQUIP UNDER \$500	
	DEPARTMENT TOTAL				1,250.23
0560-COUNTY SHERIFF					
	3L USA LLC	241307	A	840GL GAS /INV#311592	2,393.63
		12-560-330		FUEL & OIL	
	3L USA LLC	241456	A	800GAL GAS/INV#312080	2,270.69
		12-560-330		FUEL & OIL	
	3L USA LLC	241517	A	850 GAL GAS/INV#310924	2,355.55
		12-560-330		FUEL & OIL	
	AMAZON CAPITAL SERVICES	241321	A	DISPATCH CARTRIDGES/#1J4R-MYN4-64QD	64.74
		12-560-441		911 OPERATING/DISPATCH EXPENSES	
	AT&T	241407	A	PHONE SVC/ACCT#713 A80-6235 692 8	376.06
		12-560-420		COMMUNICATIONS EXPENSE	
	AT&T	241425	A	PHONE SVC/ACCT#713 A80-6235 692 8	43.49
		12-560-420		COMMUNICATIONS EXPENSE	
	AT&T	241426	A	PHONE SVC/ACCT#713 A80-6235 692 8	49.67
		12-560-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241325	A	LONG DISTANCE/ACCT#BAN:858540623-0	1,291.44
		12-560-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241326	A	LONG DISTANCE/ACCT#BAN:858540623-0	24.43
		12-560-420		COMMUNICATIONS EXPENSE	
	CAVENDER AUTO COUNTRY CHEV BUICK GM	241467	A	REPAIRS TO LP#1318009/INV#351128	1,050.61
		12-560-454		REPAIRS OF VEH/EQUIP	
	CAVENDER FORD	241339	A	TIRE REPAIR/INV#166344	60.40
		12-560-354		BATTERIES, TIRES & TUBES	
	CAVENDER FORD	241340	A	REPLACE FILTERS/INV#166344	147.80
		12-560-454		REPAIRS OF VEH/EQUIP	
	CDW GOVERNMENT	241431	A	6 POLES FOR COMPUTERS/INV#JK36821	486.48
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CDW GOVERNMENT	241499	A	(3) 36MO BARACUDA SUBSCRIPTIONS	5,642.64
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CHUCK BROWN FORD	241341	A	OIL CHANGE/INV#FOCS202473	53.33
		12-560-454		REPAIRS OF VEH/EQUIP	
	CHUCK BROWN FORD	241342	A	OIL CHANGE/INV#FOCS202417	53.33
		12-560-454		REPAIRS OF VEH/EQUIP	
	CHUCK BROWN FORD	241468	A	OIL CHANGE/INV#FOCS202573	53.33
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLORADO CO TAX ASSESSOR/COLLECTOR	241469	A	VEH REGS/LP#MDT2825,1318009,1318011	22.50
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLUMBUS TIRE CENTER	241443	A	INSPECT & REPAIRS LP#1400078/#29157	212.20
		12-560-454		REPAIRS OF VEH/EQUIP	
	COMDATA	241446	A	SHERIFF OFFICE APR FUEL/ACCT#XY863	110.53
		12-560-330		FUEL & OIL	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 7
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	D-ZEE'S AUTOMOTIVE	241451	A	BRAKE REPAIR TO 22 EXP/RO#34906	749.68
		12-560-454		REPAIRS OF VEH/EQUIP	
	D. CRAIG PEIKERT	241568	A	APRIL BASE IT LOAD/INV#CC000082	1,600.00
		12-560-402		CONTRACT IT SERVICES	
	GT DISTRIBUTORS, INC.	241348	A	(3) UNIFORM SHIRTS/INV#UNIV0022433	174.15
		12-560-491		EMPLOYEE UNIFORMS	
	INTELLICHOICE, INC.	241352	A	ANN LICENSE&SUPPORT FEE/INV#1231670	14,149.72
		12-560-452		SOFTWARE/LICENSE SERVICES	
	O'REILLY AUTO PARTS	241526	A	DETALING SUPPLIES/CUST#1269383	117.93
		12-560-476		EMERGENCY EQUIP/DETAIL	
	PRESTIGE OFFICE PRODUCTS, LLC	241365	A	(3) DOOR SIGNS/INV#129394	59.85
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	SCHNEIDER TIRE & LUBE LLC	241373	A	OIL CHANGE/INV#46066	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	241374	A	OIL CHANGE/INV#46024	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	241375	A	OIL CHANGE/INV#46103	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	241535	A	INSPECTION LP#MDT2825/INV#46162	7.00
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	241536	A	OIL CHANGE/INV#45969	100.96
		12-560-454		REPAIRS OF VEH/EQUIP	
	SHERIFF'S ASSOC OF TX	241539	A	2023 MEMBERSHIP FEE/ID#27240	25.00
		12-560-427		CONFERENCE/SEMINARS/DUES	
	TEXAS COMMISSION ON LAW ENFORCEMENT	241379	A	COURT SECURITY CERTIFICATE	35.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	TEXAS COMMISSION ON LAW ENFORCEMENT	241380	A	COURT SECURITY CERTIFICATE	35.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	TEXAS COMMISSION ON LAW ENFORCEMENT	241381	A	COURT SECURITY CERTIFICATE	35.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	TRANSUNION RISK & ALTERNATIVE	241546	A	APRIL PEOPLE SEARCHES/#366533	150.00
		12-560-497		MISCELLANEOUS EXPENSE	
	DEPARTMENT TOTAL				34,179.08
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	241308	A	1GAL SPRAYER/CUST#5134	18.99
		12-565-450		JAIL REPAIRS	
	BOLD PLUMBING, LLC	241464	A	JAIL REPAIR/INV#030823-B-FE	225.00
		12-565-450		JAIL REPAIRS	
	BOLD PLUMBING, LLC	241465	A	JAIL REPAIR/INV#032323-A-TT	1,239.67
		12-565-450		JAIL REPAIRS	
	BOLD PLUMBING, LLC	241466	A	JAIL REPAIR/INV#051023-C-FE	412.65
		12-565-450		JAIL REPAIRS	
	CLIFFORD SCHINDLER	241434	A	BUG SPRAY	8.64
		12-565-340		JAIL SUPPLIES	
	CLINICAL SOLUTIONS PHARMACY	241435	A	APRIL INMATE RX/INV#73662	4,140.75
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	241437	A	INMATE LABS/4-4-23/#20497083	132.24
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	241438	A	INMATE ER/4-3-2023/#20496832	1,473.66
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS PLUMBING & SERVICE, INC.	241473	A	JAIL REPAIRS/INV#385	300.00
		12-565-450		JAIL REPAIRS	
	COLUMBUS TIRE CENTER	241344	A	INSPECT LP#1318011/INV#28930	7.00
		12-565-450		JAIL REPAIRS	
	CONCORD MEDICAL GROUP, PLLC	241444	A	INMATE DR SVC 4-3-23/#0118062286	81.24
		12-565-405		PRISONER MEDICAL/MEDICINE	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 8
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CONSTELLATION NEW ENERGY, INC.	241479	A	JAIL ELECTRICITY TO 4-28	3,576.26
		12-565-440		UTILITIES	
	G&L WASTEWATER SERVICES	241574	A	PUMP JAIL GREASE TRAP/INV#1936	1,888.25
		12-565-450		JAIL REPAIRS	
	GENERAL SURGERY OF TEXAS, PA	241455	A	INMATE DR SVC 3-21-23/#12281987	81.87
		12-565-405		PRISONER MEDICAL/MEDICINE	
	LABATT FOOD SERVICE	241354	A	WEEKLY FOOD ORDER/INV#05015267	2,710.87
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	241355	A	WEEKLY FOOD ORDER/INV#05047532	2,420.07
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	241356	A	WEEKLY FOOD ORDER/INV#05085787	2,449.00
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	241512	A	FOOD ORDERS/INV#05117916,05156115	3,731.28
		12-565-333		FOOD FOR PRISONERS	
	MEDICAL CLINICS OF SEALY	241358	A	(2)NON DOT PHYSICAL & DRUG SCREEN	250.00
		12-565-417		REQUIRED TESTING & DRUG TESTING	
	ROSENBAUM ELECTRIC, LLC	241367	A	JAIL REPAIRS/INV#0508CCSHER	3,302.63
	12-565-450		JAIL REPAIRS		
SKYLINE EQUIPMENT, LLC	241377	A	WAHING MACHINE REPAIR/INV#020581	786.63	
	12-565-450		JAIL REPAIRS		
SOUTHERN HEALTH PARTNERS, INC	241378	A	JUNE 2023 INMATE MEDICAL/BASE47320	10,237.66	
	12-565-405		PRISONER MEDICAL/MEDICINE		
TEXAS A&M ENGINEERING EXTENSION SVC	241575	A	1stLINE SPRVSR COURSE/INV#SM7294490	80.00	
	12-565-426		SCHOOLS FOR JAILERS		
TEXAS A&M ENGINEERING EXTENSION SVC	241576	A	1stLINE SPRVSR COURSE/INV#SM7294489	80.00	
	12-565-426		SCHOOLS FOR JAILERS		
	DEPARTMENT TOTAL			39,634.36	
0580-VETERAN SERVICE OFFICER					
	AT&T	241427	A	PHONE SVC/ACCT#713 A80-6235 692 8	55.22
		12-580-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241329	A	LONG DISTANCE/ACCT#BAN:858540623-0	113.03
		12-580-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL			168.25	
0585-INFORMATION TECHNOLOGY					
	CDW GOVERNMENT	241430	A	(3)36MO BARRACUDE SUBS/INV#JM37027	56,559.24
		12-585-452		SOFTWARE/LICENSE SERVICES	
	COMDATA	241449	A	IT APRIL FUEL/ACCT#XY863	146.06
		12-585-454		VEHICLE MAINTENANCE	
	SCHNEIDER TIRE & LUBE LLC	241376	A	REPAIR FLAT/INV#46146	24.68
		12-585-454		VEHICLE MAINTENANCE	
	TIME WARNER CABLE ENTERPRISES LLC	241393	A	TRUNKED VOICE SERVICE	15.76
		12-585-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL			56,745.74	
0640-CONTRACT SERVICES					
	FORT BEND MEDICAL EXAMINER	241345	A	AUTOPSY/INV#1218/CAUSE#21-02173C	2,600.00
		12-640-445		AUTOPSIES	
	FORT BEND MEDICAL EXAMINER	241346	A	AUTOPSY/INV#1218/CAUSE#23-00689C	2,600.00
		12-640-445		AUTOPSIES	
	DEPARTMENT TOTAL			5,200.00	
0645-INDIGENT HEALTH CARE					
	CLINICAL PATHOLOGY LAB, INC.	241445	A	IHC LABS/01-31-2023/#U0415702	15.45
		12-645-467		MEDICAL, IHC	
	COLUMBUS COMMUNITY HOSPITAL	241439	A	IHC LABS/3-14-23/#20493740	72.96
		12-645-466		HOSPITALIZATION, IHC	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 9
 TIME: 02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	COLUMBUS MEDICAL CLINIC	241440	A	IHC OFFICE VISIT/3-9-2023/#433517	38.45
		12-645-467		MEDICAL, IHC	
	COLUMBUS MEDICAL CLINIC	241441	A	IHC OFFICE VISIT/2-8-2023/#430634	43.34
		12-645-467		MEDICAL, IHC	
	COLUMBUS MEDICAL CLINIC	241442	A	IHC OFFICE VISIT/4-17-2023/#436837	77.00
		12-645-467		MEDICAL, IHC	
	DEPARTMENT TOTAL				247.20
0665-AGRI EXTENSION SERVICE					
	AT&T	241404	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-665-420		COMMUNICATIONS EXPENSE	
	AT&T	241410	A	PHONE SVC/ACCT#713 A80-6235 692 8	93.28
		12-665-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241328	A	LONG DISTANCE/ACCT#BAN:858540623-0	47.00
		12-665-420		COMMUNICATIONS EXPENSE	
	AT&T LONG DISTANCE	241334	A	LONG DISTANCE/ACCT#BAN:858540623-0	46.83
		12-665-420		COMMUNICATIONS EXPENSE	
	COMDATA	241448	A	AGRILIFE APRIL FUEL/ACCT#XY863	162.14
		12-665-429		TRAVEL ALLOWANCE	
	JA'SHAE CARTER	241507	A	REIMB FOR TX 4H ROUNDUP CONF	30.00
		12-665-427		CONVENTIONS/SEMINARS/DUES	
	LARAMIE KETTLER	241513	A	REIMB FOR TRAVEL EXPS	373.06
		12-665-429		TRAVEL ALLOWANCE	
	LARAMIE KETTLER	241514	A	REIMB FOR TX 4H ROUNDUP CONF	75.00
		12-665-427		CONVENTIONS/SEMINARS/DUES	
	TEXAS AGRILIFE EXTENSION	241543	A	REIMB FOR INSPECTION & REGISTRATION	14.50
		12-665-454		REPAIRS TO AGENT PICK-UP	
	TEXAS AGRILIFE EXTENSION	241544	A	REIMB FOR DIST 11 SPRING FACULTY MG	110.00
		12-665-427		CONVENTIONS/SEMINARS/DUES	
	DEPARTMENT TOTAL				998.45
0695-MISCELLANEOUS					
	AT&T	241406	A	PHONE SVC/ACCT#713 A80-6235 692 8	51.18
		12-695-420		COMMUNICATIONS EXPENSE (DSL)	
	AT&T	241422	A	PHONE SVC/ACCT#713 A80-6235 692 8	46.64
		12-695-420		COMMUNICATIONS EXPENSE (DSL)	
	BAUMGART AGENCY LLC	241429	A	10MO BOND JP#3/POLICY#66648147	50.00
		12-695-480		BONDS	
	COLORADO COUNTY CITIZEN	241436	A	ARPA RFQ FOR JAIL/INV#10378	98.00
		12-695-431		PUBLISHING & SUBSCRIPTION	
	PRESTIGE OFFICE PRODUCTS, LLC	241364	A	COPY PAPER/INV#129347	58.99
		12-695-331		COPIER SUPPLIES	
	WEIMAR MERCURY	241397	A	NOTICE TO BIDDERS-DEPOSITORY/#14	94.50
		12-695-431		PUBLISHING & SUBSCRIPTION	
	DEPARTMENT TOTAL				399.31
	FUND TOTAL				177,882.59

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 10
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	AT&T	241409	A	PHONE SVC/ACCT#713 A80-6235 692 8	49.67
		14-520-420		COMMUNICATIONS EXPENSE	
	AT&T	241420	A	PHONE SVC/ACCT#713 A80-6235 692 8	43.49
		14-520-420		COMMUNICATIONS EXPENSE	
	ROSENBAUM ELECTRIC, LLC	241372	A	REP (20) RUNWAY BULBS/#0508CCOUR	1,380.00
		14-520-494		MAINTENANCE	
	TRI-COUNTY PETROLEUM, INC.	241547	A	1,500GAL 100LL/INV#108300	6,840.75
		14-520-330		AV GAS & JET A FUEL	
	DEPARTMENT TOTAL				8,313.91
	FUND TOTAL				8,313.91

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 13
 TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMNTS				
AT&T	241415	A	PHONE SVC/ACCT#713 A80-6235 692 8	95.56
	23-623-420		COMMUNICATIONS EXPENSE	
AT&T LONG DISTANCE	241337	A	LONG DISTANCE/ACCT#BAN:858540623-0	83.35
	23-623-420		COMMUNICATIONS EXPENSE	
COLORADO CO TAX ASSESSOR/COLLECTOR	241470	A	REGISTRATIONS/LP#1197460, 1197469	15.00
	23-623-454		REPAIRS OF EQUIP/VEHICLES	
DEERE & COMPANY	241491	A	'22 JOHN DEERE ROTARY CUTTER FC15R	28,574.74
	23-623-572		ROAD EQUIPMENT	
DSS DRIVING SAFETY SERVICES, LLC	241493	A	RANDOM DRUG TESTINV#23-1488057	75.00
	23-623-417		CDL DRUG TESTING	
HOMETOWN HARDWARE	241505	A	MISC TOOLS/ACCT#40013	46.96
	23-623-356		HAND TOOLS & EQUIPMENT	
HOMETOWN HARDWARE	241506	A	PIPE FITTINGS/ACCT#40013	18.31
	23-623-355		REPAIR MATERIALS	
JOHN DEERE FINANCIAL	241509	A	TRACTOR REP PARTS/ACCT#75317-75398	279.03
	23-623-355		REPAIR MATERIALS	
KEITH NEUENDORFF	241353	A	JAN,FEB,MAR,APR CELL PHONE REIMB	160.00
	23-623-420		COMMUNICATIONS EXPENSE	
LINDE GAS & EQUIPMENT INC.	241518	A	WELDING SUPPLIES/INV#35677853	21.00
	23-623-325		SHOP SUPPLIES	
SCHNEIDER TIRE & LUBE LLC	241537	A	2 INSPECTIONS/INV#46019,46041	14.00
	23-623-454		REPAIRS OF EQUIP/VEHICLES	
SCHNEIDER TIRE & LUBE LLC	241538	A	TIRE REPAIR PATCHES/INV#46147	30.00
	23-623-354		BATTERIES, TIRES & TUBES	
SUN COAST RESOURCES, INC.	241542	A	1100GL GAS,941GL D DIES,532GL DIES	6,632.49
	23-623-330		FUEL & LUBRICANTS	
TRI-COUNTY PETROLEUM, INC.	241549	A	(20)30W, (4)BUCKETS&LIDS/INV#108266	355.00
	23-623-330		FUEL & LUBRICANTS	
TRI-COUNTY PETROLEUM, INC.	241563	A	(5) HYD FLUID/INV#108266	442.50
	23-623-330		FUEL & LUBRICANTS	
UNIFIRST CORPORATION	241553	A	UNIFORMS/#2960028616,2960029493	191.56
	23-623-491		UNIFORMS	
UNIFIRST CORPORATION	241554	A	SHOP SUPPLYS/#2960028616,2960029493	34.72
	23-623-325		SHOP SUPPLIES	
WALLER COUNTY ASPHALT, INC	241559	A	49.97 TONS COLD MIX/INV#25135	5,246.85
	23-623-350		ROAD & BRIDGE MATERIALS	
WALLER COUNTY ASPHALT, INC	241566	A	99.31TONS COLD MIX/INV#25027	10,427.55
	23-623-350		ROAD & BRIDGE MATERIALS	
WC TRACTOR - SEALY KUBOTA	241560	A	STIHL TELE POLESAW/INV#V10052	693.00
	23-623-572		ROAD EQUIPMENT	
WC TRACTOR - SEALY KUBOTA	241561	A	SAW CHAIN/INV#V10052	26.00
	23-623-355		REPAIR MATERIALS	
DEPARTMENT TOTAL				53,462.62
FUND TOTAL				53,462.62

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4

CYCLE: ALL

PAGE 14

TIME: 02:04 PM

CLAIMS FOR PAYMENT AS OF May 19, 2023

PREPARER: 0009

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0624-PCT #4 TOTAL DISBURSEMNTS					
AT&T	241403	A	PHONE SVC/ACCT#713 A80-6235 692 8		56.18
	24-624-420		COMMUNICATIONS EXPENSE		
AT&T LONG DISTANCE	241338	A	LONG DISTANCE/ACCT#BAN:858540623-0		69.37
	24-624-420		COMMUNICATIONS EXPENSE		
AXEL ROYAL LLC	241428	A	HYD FLUID & 15W30/INV#2023-47986-00		3,156.42
	24-624-330		FUEL & LUBRICANTS		
COLORADO CO TAX ASSESSOR/COLLECTOR	241471	A	VEHICLE REGISTRATION/LP#1415581		7.50
	24-624-454		REPAIRS OF EQUIP/VEHICLES		
COLORADO CO TAX ASSESSOR/COLLECTOR	241577	A	REG FOR 2004&2024 MACK TRUCKS		44.00
	24-624-454		REPAIRS OF EQUIP/VEHICLES		
CONSTELLATION NEW ENERGY, INC.	241478	A	PCT4 BARN ELECT TO 4-26		57.53
	24-624-440		UTILITIES		
DARRELL GERTSON	241490	A	MILEAGE 4/24 - 5/3 5/4 TO 5/16/23		573.12
	24-624-429		TRAVEL EXPENSE		
GAVRANOVIC WELDING	241500	A	BOOM MOWER REPAIR/INV#2355		1,025.00
	24-624-454		REPAIRS OF EQUIP/VEHICLES		
GFL ENVIRONMENTAL	241501	A	PCT4 MONTHLY TRASH SVC/#AC003681		36.48
	24-624-440		UTILITIES		
O'REILLY AUTO PARTS	241524	A	REPAIR PARTS/CUST#427253		7.57
	24-624-355		REPAIR MATERIALS		
O'REILLY AUTO PARTS	241525	A	FUEL MIX, ETC/CUST#427253		92.95
	24-624-330		FUEL & LUBRICANTS		
UNIFIRST CORPORATION	241551	A	UNIFORMS/#2680022699,2680022039		136.12
	24-624-491		UNIFORMS		
WALLER COUNTY ASPHALT, INC	241557	A	17.01TONS COLD MIX/INV#25116		1,786.05
	24-624-350		R&B MATERIALS		
DEPARTMENT TOTAL					7,048.29
FUND TOTAL					7,048.29

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0080 HOT CHECK FUND CYCLE: ALL PAGE 15
 TIME: 02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0475-COUNTY ATTY-HOT CHK FUND	PARKS COFFEE	241529	A	MAY COFFEE SERVICE/INV#20029926	63.07
		80-475-497		MISCELLANEOUS	
	DEPARTMENT TOTAL				63.07
	FUND TOTAL				63.07

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

05/19/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE
TIME:02:04 PM CLAIMS FOR PAYMENT AS OF May 19, 2023

CYCLE: ALL PAGE 16
PREPARER:0009

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

262,377.13

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

May 22, 2023

- _18. 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)

Marty Ingvarlsen with Colorado County EMS recognized Fort Bend County EMS for their help during the Magnolia Days Festival.

Judge Prause announced that Marty Ingvarlsen and Michael Furrh arranged for Fort Bend County EMS to assist during the Magnolia Days Festival. He recognized them for getting the arrangements in place and said with the additional staffing everything went well during the festival. He also recognized those involved with the festival and stated an exceptional job was done to bring such a crowd.

Commissioner Gertson announced that the County Road 103 project is continuing and even with the recent rains, everything is going well.

Commissioner Wessels thanked everyone involved with the Magnolia Days Festival. He said it was great to see such a large crowd. He also announced that the County Road 121 bridge will reopen tomorrow.

Charles Schneider announced that he attended a conference and brought back new ideas. The last few employees are finishing the cyber security training. He also stated he was happy to see the Courthouse Square so full for the Magnolia Days Festival.

- _19. Commissioners Court Members sign all documents and papers acted upon or approved.

Judge Prause announced it is now time to sign all documents and papers.

- _20. Adjourn.

Motion by Judge Prause to adjourn at 10:08 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of May 22, 2023 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 22, 2023**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 22nd day of May 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 22nd day of May 2023.

Given under my hand and official seal of office this date May 22, 2023.

