

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: February 12, 2024 – 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 and may use a telephone conference call, video conference call, or communications over the Internet to conduct a public consultation with its attorney in an open meeting of the governmental body or a private consultation with its attorney in a closed meeting of the governmental body. Immediately before any closed meeting, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

On this the 12th day of February 2024, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

The Following Members were present to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Ryan Brandt	Commissioner Precinct #2
Honorable Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk
By: Michelle Kollmann	Deputy Clerk

The County Judge Ty Prause called the meeting to order at 8:58 A.M.

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

February 12, 2024

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Pledge of Allegiance to the American Flag and the Texas Flag.

Judge Prause led the Pledge of Allegiance to the American Flag and the Texas Flag.

__2. 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**

February 12, 2024

FILED FOR RECORD
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

2024 FEB -8 PM 4:11

KIMBERLY MERRILL
COUNTY CLERK

MK

DATE OF MEETING: February 12, 2024 – 9:00 A.M.
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Pledge of Allegiance to the American Flag and the Texas Flag.
2. Agenda as posted.
3. Public comments.
4. Minutes for Regular Meetings for January 2024.
5. Proclamation recognizing February 2024 as Black History Month.
6. Request to use Courthouse grounds:
 - a. Columbus Chamber of Commerce Magnolia Days Festival on May 15-19, 2024.
 - b. Columbus Chamber of Commerce annual Easter Egg Hunt on March 23, 2024.
 - c. Columbus Country Market on last Saturday of each month March – November, 2024.
 - d. Saturdays on the Square on second Saturday of each month March – November, 2024.
 - e. Colorado County Habitat for Humanity Community Connections Day on April 6, 2024.
7. Consider action to name the county building located at 1117 Travis Street, Columbus, Texas, as:
Colorado County Elections Building—Est. January 29, 2024
(In Honor of Francis John Truchard, Colorado County Justice of the Peace 1963—2023).
8. Presentation of Certificate of Achievement for Excellence in Financial Reporting to Colorado County for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022. (Prause)
9. Colorado County EMS 2023 Yearly Report. (Furrh)
10. Approval of revised specifications for interior construction of new Colorado County EMS Station No. 3 and authorization to seek quotes. (Furrh)

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

February 12, 2024

- _11. Application for Limited Land Division submitted by Arlene Shults to subdivide 2 acres out of a 13.744 acre tract out of the J. Smith Survey, Abstract no. 503, Precinct No. 2. (Brandt)
- _12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable and fiber optic pedestals in the county right-of-way of Cummins Stein Road and Bull Creek Road, Precinct No. 3. (Neuendorff)
- _13. Application submitted by San Bernard Electric Cooperative, Inc. to place 5 power poles and 2 guy wires in the county right-of-way of Dungens Mill Road, Precinct No. 3. (Neuendorff)
- _14. Approval to purchase a Colorado County Seal wall plaque for the County Courtroom. (Prause)
- _15. Sales Quote from Tyler Technologies for Time and Attendance software and hardware to be used with the newly implemented payroll system. (Lowrance)
- _16. Texas Association of Counties County Information Resources Agency (TAC CIRA) updated Services Agreement for website hosting and annual website fees. (Prause)
- _17. Approval of 2024 annual memberships and payment of membership dues to:
 - a. Texas Association of County Auditors in the amount of \$235.00.
 - b. Texas Association of Counties in the amount of \$1,090.00.
 - c. South Texas County Judges and Commissioners Association in the amount of \$300.00.
- _18. Interlocal Cooperation Contract for Failure to Appear Program, DPS# DLD20180628 between Department of Public Safety of the State of Texas and Colorado County. (Prause)
- _19. Consent items:
 - a. Racial Profiling Report from Colorado County Sheriff's Office (1/1/2023-12/31/2023).
 - b. Certificate of Course Completion for training on the Texas Public Information Act for Rebecka LaCourse, Election Administrator.
 - c. Declination to serve on salary grievance committee by Reynaldo Rodriguez and Pattie Fayette.
 - d. 2023 inventories of county owned property.
 - e. Resolutions for Senate Bill 22 Rural Law Enforcement Grant and Rural Prosecutor's Office Grant.
 - f. Ratify Open Text Quotation Number 01856258 for cloud services software.
 - g. Certificate of Liability Insurance:
 - 1. S B Contractors, LLC (1/20/2024-1/20/2025).
 - 2. Mercer Construction Company (2/1/2024-2/1/2025).
- _20. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- _21. 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)
- _22. Commissioners Court Members sign all documents and papers acted upon or approved.
- _23. Go to view and inspect the newly remodeled Elections building, and the new EMS Maintenance building at Station No. 1.
- _24. Adjourn.

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

February 12, 2024

CERTIFICATION

NAME: Ty Prause


TITLE: Colorado County Judge

SIGNATURE OF CERTIFYING OFFICIAL:

DATE: February 8, 2024

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
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February 12, 2024

__3. Public comments.

John Jones was present to give an update on the Seniors Together Program. He stated it's been a year long journey and the program is growing. At each gathering, the seniors play games and enjoy lunch, all free of charge. The group meets at the Lighthouse at the Lutheran Church in Columbus on the first and third Wednesdays with approximately sixty to seventy seniors attending. The Weimar gathering is held on the second and fourth Wednesdays with approximately thirty-five to fifty attendees. Mr. Jones also stated there are plans to start a group for the Eagle Lake area.

Theresa Falke was present to speak about the cell phone tower being erected on A. Braden Road. She expressed concerns over the condition of the road and who would be responsible for repairs that will be needed after large trucks and heavy equipment travel on it. She is hoping the tower can be moved further back due to her worries over the radiation causing possible health problems.

Tim Griggers opted not to speak.

Lynda Duffy-Perilloux, an A. Braden Road resident with an engineering background, stated she was present to speak about the cell phone tower. She stated the Federal Telecommunications Act clearly states that the local authority, not the state, has the right to make sure that the act is being implemented as intended and not abused. Ms. Duffy-Perilloux said she knows there is a need for the improved service but is afraid the tower is being "overbuilt" and doesn't believe it needs to be 365 feet tall.

Kathie Brown spoke concerning the cell phone tower. Her concerns include A. Braden Road being torn up, potential health risks, the negative visual impacts the tower could cause, and long-term effects on wildlife and the environment. She also questioned the height of the tower.

(See Attached)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: John R. Jones

ADDRESS (optional): _____

TELEPHONE (optional): _____

Do you represent any particular group or organization? Seniors Together

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

3272 FM 2434 Col. Tx
733-6610

Which agenda item (or items) do you wish to address? public c.

In general, are you for or against such agenda item (or items)? n/a

Signature: John R. Jones

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

February 12, 2024



Exhibit A

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: Theresa Falke

ADDRESS (optional): 1683 A Braden Rd.

Cat Spring, Tx 78933

TELEPHONE (optional): 713-825-5227

Do you represent any particular group or organization? No

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

Which agenda item (or items) do you wish to address? A Braden Cell

tower, Mary Powell property and effects.

In general, are you for or against such agenda item (or items)? Neither

Signature: 

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

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: Tim Diggers

ADDRESS (optional): _____

TELEPHONE (optional): _____

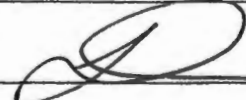
Do you represent any particular group or organization? No

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

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

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

Cell Phone Towers

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

February 12, 2024

Exhibit A

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: Lynda Duffy-Perilloux ("Pear-ah-lou")

ADDRESS (optional): 1293 A. Braden Rd

TELEPHONE (optional): 713 253 8316

Do you represent any particular group or organization? NO

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

Which agenda item (or items) do you wish to address? Open Comments re:

proposed cell phone tower

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

modification to location & height

Signature: Lynda J Duffy-Perilloux

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

February 12, 2024

Exhibit A

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

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

NAME: Kathie Brown

ADDRESS (optional): 1659 a Braden Rd
Cat Spring TX 78933

TELEPHONE (optional): _____

Do you represent any particular group or organization? NO

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

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

tower on A. Braden Rd, Cat Spring TX

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

being so close to our residence and tower height.

Signature: Kathie Brown

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
February 12, 2024**

__4. Minutes for Regular Meetings for January 2024.

Motion by Commissioner Wessels to approve minutes for Regular Meetings for January 2024; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

__5. Proclamation recognizing February 2024 as Black History Month.

Judge Prause read the Proclamation to the court.

Motion by Judge Prause to approve a proclamation recognizing February 2024 as Black History Month; 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

February 12, 2024



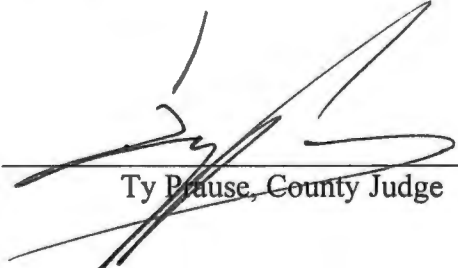
PROCLAMATION

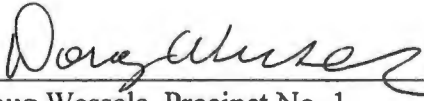
WHEREAS, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty.

NOW, THEREFORE, the Commissioners Court of Colorado County, Texas does hereby proclaim February 2024 as "Black History Month" and urges our citizens to join together in making this period of rededication to the principles of justice and equality for all people.

SIGNED this 12th day of February 2024.


Ty Prause, County Judge


Doug Wessels, Precinct No. 1


Ryan Brandt, Precinct No. 2


Keith Neuendorff, Precinct No. 3


Darrell Gertson, Precinct No. 4

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

February 12, 2024

- ___6. Request to use Courthouse grounds:
- a. Columbus Chamber of Commerce Magnolia Days Festival on May 15-19, 2024.
 - b. Columbus Chamber of Commerce annual Easter Egg Hunt on March 23, 2024.
 - c. Columbus Country Market on last Saturday of each month March – November, 2024.
 - d. Saturdays on the Square on second Saturday of each month March – November, 2024.
 - e. Colorado County Habitat for Humanity Community Connections Day on April 6, 2024.

Motion by Commissioner Wessels to approve the requests to use Courthouse grounds:

Columbus Chamber of Commerce Magnolia Days Festival on May 15-19, 2024; Columbus Chamber of Commerce annual Easter Egg Hunt on March 23, 2024; Columbus Country Market on last Saturday of each month March – November, 2024; Saturdays on the Square on second Saturday of each month March – November, 2024; and Colorado County Habitat for Humanity Community Connections Day on April 6, 2024; 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
February 12, 2024**

COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

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

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

1. Event Name: Columbus, TX Chamber of Commerce Magnolia Days Festival 2024
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds
3. Date and time requested: Wednesday, May 15 through Sunday May 19, 2024
4. Sponsoring Organization: Columbus, TX Chamber of Commerce
5. County Official Sponsor : Commissioner Doug Wessels
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): Janet Hollmann
7. Address: 425 Spring Street, Columbus, Texas 78934
8. Phone No: 979-732-8385 Cell No: 979-732-1352 Fax No: n/a
9. Email Address: assist@columbus-texas.org
11. Purpose of Event. Attach additional page if necessary.

To host the 2024 Magnolia Days Festival on the courthouse square. Live Music, Kid's Activities, Food and Merchandise Vendors, Beer Garden, and more.
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yes ~~No~~
Banners are only attached to the stage & tents. Nothing is ever attached directly to the structures on the lawn..
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time Wednesday, May 15 Start Time 8:00 am End Time TBD
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

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

February 12, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. Electrical hubs (4) and power cords, tents, bike racks, stage, access to outlets on the courthouse, the water tower, and fenced area around AC units.
16. Number of persons expected to attend 4,000-6,000 (Participants) _____
17. Is the sponsoring organization tax exempt? Yes No

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

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

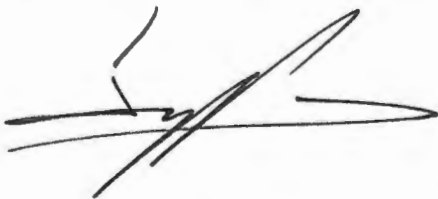
Janet Hollman _____ January 30, 2024
Authorized signature of representative for event Date

Authorized signature of representative for event Date

\$. -0-
Deposit

Federal ID#, Tax#, or SS# with a
Personal check required for refund

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



2-12-24

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

February 12, 2024



MERCHANDISE VENDOR INFORMATION AND FESTIVAL DETAILS

Send Completed Application/Payment to:
Columbus Chamber of Commerce
Attn: Magnolia Days Festival
425 Spring Street • Columbus, TX 78934
979-732-8385 • assist@columbustexas.org

Vendor Point of Contact:
Janet Hollmann, Events Director
979-732-8385
assist@columbustexas.org

Festival Dates, Times, and Location:	<ul style="list-style-type: none"> • Friday, May 17: 5:00 p.m. - 11:00 p.m. • Saturday, May 18: 12:00 p.m. - 11:00 p.m. <p>Courthouse Square (corner of Travis St. and Spring St.) • Downtown Columbus, Texas 78934</p>
Merchandise Vendor Market Times:	<ul style="list-style-type: none"> • Friday, May 17: 5:00 p.m. – 8:00 p.m. • Saturday, May 18: 12:00 p.m. – 7:00 p.m. <p>While merchandise vendors are not required to sell on both Friday and Saturday, Friday sales are welcomed and encouraged. Overnight security patrols will be provided from 8:00 p.m. on Friday until 12:00 p.m. on Saturday. The Chamber is not responsible for any items or equipment that is lost, stolen, or damaged while on festival grounds.</p>
Merchandise Vendor Market Setup Dates and Times:	<ul style="list-style-type: none"> • Friday: Vendors may begin setting up at 12:00 p.m. Booths must be set up by 4:00 p.m. and cars must be moved and parked by 4:30 p.m. • Saturday: Vendors may begin setting up at 8:00 a.m. Booths must be set up by 11:00 a.m. and cars must be moved and parked by 11:30 a.m. <p>There will be no changes in vendor booth location the day of the festival.</p>
Merchandise Vendor Fees:	<p>Booth spaces for Columbus Chamber members in good standing are \$100 each. Booth spaces for non-Chamber members are \$125 each. Access to electricity is available for an additional \$25 (no charge for Chamber members). No vehicles will be allowed into the Vendor Marketplace for breakdown until 8:00 p.m. on Friday and/or 10:00 p.m. on Saturday.</p>
Booth Info:	<p>Each booth space is approximately 10'x10'. Vendor is responsible for bringing all tables, chairs, and/or display equipment needed for the booth. There is no wi-fi available for Courthouse Square/street vendors. Generators ARE NOT allowed. No stakes of any kind may be used on the Courthouse Square. All tents and display equipment must be anchored with cinderblocks, sand bags, or water barrels. <u>Vendors must provide their own anchoring equipment.</u></p>
Deadline:	<p>To guarantee a space, a completed vendor application/contract and payment must be received by the Chamber office no later than April 19, 2024. Booth spaces will be assigned on a first-come, first-served basis. Payment must be received before a vendor space will be reserved. Chamber members and 2023 registered vendors will have first choice of available spaces.</p>
Requirements/Expectations:	<p>Booths must be neat, attractive, and well-maintained throughout the festival. Visible signage with clear pricing is recommended. Vendors are expected to stay open for business until 8:00 p.m. on Friday and/or 7:00 p.m. on Saturday. Keep walkways clear to avoid trip hazards for festival guests.</p> <p>Vendors are solely responsible for setting up, maintaining, and removing booth display and merchandise. All trash and debris must be removed from your booth.</p> <p>Magnolia Days Festival is a rain or shine event. Vendors should be prepared for inclement weather.</p>

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024



**MERCHANDISE VENDOR
APPLICATION AND CONTRACT
FOR CHAMBER MEMBERS**

*Please complete and return this form along with
payment no later than April 19, 2024.*

Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Description of the item(s) to sell/business to promote: _____

Booth Reservation and Payment Information:

I would like to reserve _____ 10x10 space(s) at \$100 each for the 2024 Magnolia Days Festival.

I will set up and sell on: Friday only Saturday only Both Friday and Saturday

I request access to electricity.

Enclosed is \$_____ to pay for my booth space(s). (Please make checks payable to Columbus Chamber of Commerce)

I'd like to pay via credit card. My credit card information is below.

Name on Card: _____

Account Number: _____ Expiration: _____

Billing Address: _____ CVV Code: _____

I have read and will abide by the Magnolia Days Festival general information, procedures, and conditions.

Applicant Signature: _____ Date: _____

Printed Name: _____

For more information please call 979-732-8385, email assist@columbus-texas.org, or visit our website at www.magnoliadays.org. All applications/signed contracts and payments are required no later than April 19, 2024.

Office Use Only:

Received \$_____ on _____ check cash credit card by _____

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

February 12, 2024



MERCHANDISE VENDOR INFORMATION AND FESTIVAL DETAILS

Send Completed Application/Payment to:
Columbus Chamber of Commerce
Attn: Magnolia Days Festival
425 Spring Street • Columbus, TX 78934
979-732-8385 • assist@columbustexas.org

Vendor Point of Contact:
Janet Hollmann, Events Director
979-732-8385
assist@columbustexas.org

Festival Dates, Times, and Location:	<ul style="list-style-type: none"> • Friday, May 17: 5:00 p.m. - 11:00 p.m. • Saturday, May 18: 12:00 p.m. - 11:00 p.m. <p>Courthouse Square (corner of Travis St. and Spring St.) • Downtown Columbus, Texas 78934</p>
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Merchandise Vendor Fees:	<p>Booth spaces for Columbus Chamber members in good standing are \$100 each. Booth spaces for non-Chamber members are \$125 each. Access to electricity is available for an additional \$25 (no charge for Chamber members). No vehicles will be allowed into the Vendor Marketplace for breakdown until 8:00 p.m. on Friday and/or 10:00 p.m. on Saturday.</p>
Booth Info:	<p>Each booth space is approximately 10'x10'. Vendor is responsible for bringing all tables, chairs, and/or display equipment needed for the booth. There is no wi-fi available for Courthouse Square/street vendors. Generators ARE NOT allowed. No stakes of any kind may be used on the Courthouse Square. All tents and display equipment must be anchored with cinderblocks, sand bags, or water barrels. <u>Vendors must provide their own anchoring equipment.</u></p>
Deadline:	<p>To guarantee a space, a completed vendor application/contract and payment must be received by the Chamber office no later than April 19, 2024. Booth spaces will be assigned on a first-come, first-served basis. Payment must be received before a vendor space will be reserved. Chamber members and 2023 registered vendors will have first choice of available spaces.</p>
Requirements/ Expectations:	<p>Booths must be neat, attractive, and well-maintained throughout the festival. Visible signage with clear pricing is recommended. Vendors are expected to stay open for business until 8:00 p.m. on Friday and/or 7:00 p.m. on Saturday. Keep walkways clear to avoid trip hazards for festival guests.</p> <p>Vendors are solely responsible for setting up, maintaining, and removing booth display and merchandise. All trash and debris must be removed from your booth.</p> <p>Magnolia Days Festival is a rain or shine event. Vendors should be prepared for inclement weather.</p>

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024



MERCHANDISE VENDOR APPLICATION AND CONTRACT

Please complete and return this form along with
payment no later than April 19, 2024.

Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Description of the item(s) to sell/business to promote: _____

Booth Reservation and Payment Information:

I would like to reserve _____ 10x10 space(s) at \$125 each for the 2024 Magnolia Days Festival.

I will set up and sell on: Friday only Saturday only Both Friday and Saturday

I request access to electricity for an additional \$25.

Enclosed is \$_____ to pay for my booth space(s). (Please make checks payable to Columbus Chamber of Commerce)

I'd like to pay via credit card. My credit card information is below.

Name on Card: _____

Account Number: _____ Expiration: _____

Billing Address: _____ CVW Code: _____

I have read and will abide by the Magnolia Days Festival general information, procedures, and conditions.

Applicant Signature: _____ Date: _____

Printed Name: _____

For more information please call 979-732-8385, email assist@columbustexas.org, or visit our website at www.magnoliadays.org. All applications/signed contracts and payments are required no later than April 19, 2024.

Office Use Only:

Received \$_____ on _____ check cash credit card by _____

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

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

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

1. Event Name: Columbus, TX Chamber of Commerce Annual Easter Egg Hunt
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds
3. Date and time requested: Saturday, March 23, 2024
4. Sponsoring Organization: Columbus, TX Chamber of Commerce
5. County Official Sponsor : Commissioner Doug Wessels
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): Janet Hollmann
7. Address: 425 Spring Street, Columbus, Texas 78934
8. Phone No: 979-732-8385 Cell No: 979-732-1352 FaxNo: n/a
9. Email Address: _____
11. Purpose of Event. Attach additional page if necessary.

To host the third annual Easter Egg Hunt on the Square for the children of Columbus. This is a "free of charge" event for ages 0-10. Thousands of eggs are scattered across the Courthouse lawn for approximately 200 participants. The Easter Bunny will also make an appearance for photos with the kids.
12. Description of any large banners, signs, etc. **(Nothing may be attached to any structure on the grounds or buildings.)** Are handouts included? (Circle one) Yes No
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time noon Start Time 2:00 pm End Time 3:00 pm
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

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

February 12, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event.

16. Number of persons expected to attend 200 (Participants) _____

17. Is the sponsoring organization tax exempt? Yes No

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

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

Janet Hollmann January 30, 2024
Authorized signature of representative for event Date

Authorized signature of representative for event Date

\$ 0 -
Deposit

Federal ID#, Tax#, or SS# with a
Personal check required for refund

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

[Signature] 2-12-24

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

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

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

1. Event Name: Country Market
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds limited
3. Date and time requested: last Saturday of every month March - ~~Sept~~ ^{November}
4. Sponsoring Organization: Country Market / Chamber of Commerce
5. County Official Sponsor: Judge Prause
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): Barbara Peterman, Peggy Harrison
7. Address: 302 Bonham 221 Oak Cluster Dr.
832-654-0879
8. Phone No: _____ Cell No: 713-385-9733 Fax No: _____
9. Email Address: blphoutx@yahoo.com peggyaharrison1@gmail.com
11. Purpose of Event. Attach additional page if necessary. see attached
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yes No Banners
some @ information booth
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time 5 am Start Time 9 am End Time 12 pm
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

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

February 12, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event.

16. Number of persons expected to attend ~ 200 (Participants) volunteers 10-12

17. Is the sponsoring organization tax exempt? Yes No

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

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

B. Peterman _____ Jan. 31, 2024
Authorized signature of representative for event Date

Peggy A Harrison _____ Jan. 31, 2024
Authorized signature of representative for event Date

\$. -0-
Deposit

Federal ID#, Tax#, or SS# with a
Personal check required for refund

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

 2-12-24

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



Thank you for your interest in the Columbus Country Market

Effective: January 2024

About us:

Mission:

The Columbus Country Market was formed in 2014 and continues to be run by volunteers today. Our goal is to provide a market for locally produced food items, handcrafts, fresh fruit and vegetable vendors, educational activities, and entertainment.

Location & Time:

The Columbus Country Market is held on the Colorado County Courthouse Square in downtown Columbus, Texas at 400 Spring Street on the last Saturday of each month from March through November, 9:00 a.m. – 12:00 p.m.

Produce and Wares:

Vendors must grow and produce good, high-quality products, in keeping with our mission to bring wholesome food/products to our customers. Items obtained from commercial growers are discouraged.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



Monthly or Annual Vendor Fees:

You may choose to pay monthly or a one-time annual fee

Monthly Booth Fee:

A non-refundable, cash-only monthly booth fee of \$20 is due at check-in the morning of each market for one 10x10 booth space or trailer space.

Annual Membership:

A non-refundable, cash-only annual membership fee of \$135 (for all nine markets) is due before the first market date in March for one 10x10 booth space or trailer space. Annual membership fees will be prorated according to which month a new vendor joins the market.

Additional Booth Space:

An additional 10x10 space may be requested in advance and purchased monthly for \$20, cash only, and non-refundable.

Trailers:

Trailer space is limited on Travis Street and must be reserved. The fees above apply.

Booth Sharing: This is not allowed.

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

February 12, 2024



Market Rules:

1. All vendors must submit an updated application each year for approval and be on file as an approved vendor at least two weeks before attending their first market. No applications will be processed and approved on market days. Once your application has been approved, monthly booth fees will need to be paid upon registering the morning of each market attending. For a small discount, you can choose to pay a one-time annual fee, which will cover all nine markets and can be paid at the market.
2. Set up may begin at 5:00 a.m., the morning of each market, and NOT before.
3. All vendors must check in at the information booth starting at 7:45 a.m. The information booth is located next to the Courthouse.
4. Saving space for others, setting up your booth before 5:00 a.m. on the morning of the market and leaving your booth unattended is prohibited.
5. All vendors must be set up and ready by 8:45 a.m.
6. Each month the Columbus Country Market conducts a vendor-only \$100 cash drawing at noon. You must be present to win. To be eligible, you must fill out an entry form at the information booth between 7:45 a.m. and 8:45 a.m.
7. All vendors must supply their own tables, chairs, and/or canopies.
8. All canopies must be secured by weights ONLY. Per the Colorado County Courthouse grounds policy, no stakes are allowed.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



9. A booth space constitutes a 10x10 space and is first come, first served, and can be found on the east side of the Courthouse and along the north and south sidewalks. Booth locations are subject to change. Vendors' booth locations may change month-to-month and vendors are expected to exercise flexibility in the event of relocation.
10. Some vendors with special needs may get permission to set up on Travis Street.
11. All vehicles are to stay off the Courthouse lawn.
12. Selling of goods or wares must be confined to vendor space.
13. All vehicles must be off the circle drive by 8:00 a.m. for sales to begin at 9:00 a.m.
14. Parking for vendors is behind the Colorado County Annex building on Spring Street, or in the parking lot behind the First National Bank on Walnut Street. Handicapped vendors with state-issued handicapped licenses or placards can park closer to the Courthouse Square. Parking in the recommended parking areas away from the Courthouse Square will allow more space for patrons to park – *more patrons, more sales!*
15. Vendors may not break down before the end of the market even in the event the vendor has sold out. Tables, signage, tablecloth, etc. must remain set up in booth space until the end of the market. Vendors must break down promptly at noon. Vehicles are not allowed back in the circle drive until 12:30 p.m.
16. Smoking and vaping is not permitted anywhere on the Courthouse grounds from 7:00 a.m. to 1:00 p.m.

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

February 12, 2024


**COUNTRY
COLUMBUS
MARKET**

17. Please deposit all garbage in the containers provided in the Columbus Country Market area. Vendors must completely clean their booth space at the end of the market. Vendors who provide samples or prepared food must provide trash receptacles at their booths. Please dispose properly of any used zip ties.
18. No live animals may be displayed or sold at the Columbus Country Market.
19. All vendors should familiarize themselves with the Texas Cottage Food Law and abide by their requirements. You will find this information at www.texascottagefoodlaw.com or call the Colorado County Extension Office at (979) 732-2082.
20. The Columbus Country Market is not responsible for product liability, fines, penalties, or sales taxes for individual vendors. The Columbus Country Market accepts no liability for any products sold. Any licenses/permits, etc., required to sell your products at fairs, festivals, or markets are solely the vendor's responsibility.
21. The Columbus Country Market reserves the right to disqualify any vendor who does not comply with the rules of the Columbus Country Market.

***Columbus Country Market
425 Spring Street,
Columbus, Texas 78934
info@columbusfmtx.org
(979) 732-8385***

Follow us on Facebook



Follow us on Instagram



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



Thank you for your interest in the Columbus Country Market

Effective: January 2024

Vendor Application Criteria:

Our emphasis is on quality products offered by each vendor and should meet at least one of the following criteria.

1. Fresh raised, and/or harvested fresh/frozen vegetables, fruits, grains, nuts, meats, eggs, fish, plants, and flowers.
2. Original, fine crafts produced by the vendor.
3. Home/farm canned food products i.e., honey, olive oil, jellies, preserves, wines*, sauces, baked goods, tamales, egg rolls, and other approved food/drink items.
4. With previous approval, local non-profit, civic organizations, or fundraising projects may be allowed to rent a booth space but must include for sale one or more products from the items listed above (1, 2, or 3).

*Requires a special permit from TABC

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024



Vendor Application:

Please print all the information and sign the form where indicated.

Contact Name: _____ Phone: _____

Name of Business: _____

Vendor Type: _____ Email: _____
Merchandise or Food Vendor

Facebook/Instagram: _____

Website: _____ Trailer: YES _____ NO _____

Mailing Address: _____

List **ALL** products to be sold: _____

I hereby certify that all the information contained in this application is correct and that I have read and understood the Columbus Country Market rules and agree to abide by them.

Signature: _____ Date: _____

.....

OFFICE USE ONLY: Annual Membership (\$135) AMOUNT _____ DATE _____
March _____ April _____ May _____ June _____ July _____ August _____ September _____ October _____ November _____

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

February 12, 2024

COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

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

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

1. Event Name: Saturdays on the Square
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds
3. Date and time requested: 2nd Saturday of each month Beginning in March
3/9, 4/13, 5/11, 6/8, 7/13, 8/10, 9/14, 10/12, 11/9 | 2024 7am - 12pm
4. Sponsoring Organization: Vendors
5. County Official Sponsor: Commissioner Doug Wessels, Precinct 1
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): Stephen G. Keller
7. Address: 1040 Buffalo Bend, Weimar TX 78962
8. Phone No: NA Cell No: 713-907-2786 Fax No: NA
9. Email Address: StephenKeller1968@yahoo.com
11. Purpose of Event. Attach additional page if necessary.

Please See Attached.
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yes No yard signs and flags
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time 7:00 am Start Time 9:00 am End Time 12: NOON
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. EXTENSION CORDS. Each vendor is RESPONSIBLE for cleanup of their space.
16. Number of persons expected to attend 50-100+ (Participants) 8-20+
17. Is the sponsoring organization tax exempt? Yes No

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

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

Authorized signature of ~~representative~~ ^{SPONSOR} for event

Date

SJA G KOO
Authorized signature of representative for event

02/01/2024
Date

\$ - 0 -

Deposit

Federal ID#, Tax#, or SS# with a
Personal check required for refund

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

[Signature]

2-12-24

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

February 12, 2024

11. Purpose of the Event.

For Vendors to gather in a local place to sell vegetables, fruits, plants, baked goods, candles, homemade crafts and goods. For Visitors and Residents in the Colorado County and surrounding areas an outlet to sell their Handcrafted goods in one place.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

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

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

1. Event Name: COMMUNITY CONNECTIONS DAY
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds
3. Date and time requested: APRIL 6, 2024 8 AM - 4 PM
4. Sponsoring Organization: COLORADO COUNTY HABITAT FOR HUMANITY
5. County Official Sponsor: Doug Wessel, Commissioner Pct. 1
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): CHARMAINE KATZ
7. Address: 602 WALNUT STREET COLUMBUS, TX
8. Phone No: 732-5677 Cell No: 702-823-8300 Fax No: _____
9. Email Address: CCHFH96@gmail.com
11. Purpose of Event. Attach additional page if necessary.
- RAISE AWARENESS FOR LOCAL NONPROFITS AND YOUTH GROUPS
- FUNDRAISING FOR THE ABOVE GROUPS
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yes BANNERS FROM NONPROFIT + ORGANIZATIONS
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time 7 AM Start Time 10 AM End Time 5 PM
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event.

16. Number of persons expected to attend 200 (Participants) 25 organizations ≈ 100 people

17. Is the sponsoring organization tax exempt? Yes No

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

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

Charmaine Keitz

Authorized signature of representative for event

1/29/24

Date

Authorized signature of representative for event

Date

\$ -0-

Deposit

EIN 74-2728495

Federal ID#, Tax#, or SS# with a
Personal check required for refund

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



2-12-24

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

February 12, 2024

- __7. Consider action to name the county building located at 1117 Travis Street, Columbus, Texas, as:
Colorado County Elections Building—Est. January 29, 2024
(In Honor of Francis John Truchard, Colorado County Justice of the Peace 1963—2023).

Motion by Judge Prause to approve to name the county building located at 1117 Travis Street, Columbus, Texas, as: Colorado County Elections Building – Est. January 29, 2024 (In Honor of Francis John Truchard, Colorado County Justice of the Peace 1963 – 2023); seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

- __8. Presentation of Certificate of Achievement for Excellence in Financial Reporting to Colorado County for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022. (Prause)

Judge Prause thanked the previous auditor, Raymie Kana, for her hard work.

Motion by Judge Prause to accept the Certificate of Achievement for Excellence in Financial Reporting to Colorado County for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022; 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**

February 12, 2024



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Colorado County
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Christopher P. Morill

Executive Director/CEO

February 12, 2024



The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Auditor's Office
Colorado County, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 2/6/2024

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

February 12, 2024



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

2/6/2024

Ty Prause
Judge
Colorado County, Texas

Dear Ty:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services

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

February 12, 2024



**GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE**

FOR IMMEDIATE RELEASE

2/6/2024

**For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org**

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Colorado County** for its annual comprehensive financial report for the fiscal year ended December 31, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

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

February 12, 2024

__9. Colorado County EMS 2023 Yearly Report. (Furrh)

Michael Furrh reported a total of 3,611 transports; of those, 677 were interfacility transfers. There were 80 flights and a total revenue of \$1,671,675. For the year, 65,881 were the total loaded miles driven. The average response time was ten minutes, with the average call lasting one hour and eight minutes. It was found that the busiest time for EMS is on Fridays at 10 A.M. The top five destinations for EMS were Columbus Community Hospital, Rice Medical Center, Memorial Hermann Katy, Methodist West, and Methodist Sugarland. He was also happy to report that eleven cardiac monitors were purchased.

(See Attachment)

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

February 12, 2024



***COLORADO COUNTY
EMERGENCY MEDICAL SERVICES***

**305 Radio Lane #101
Columbus, TX 78934
979-732-2188 Fax: 979-733-9635
michael.furrh@co.colorado.tx.us**

2023 CCEMS Yearly Report

Total Transports	Total Interfacility Transfers	Total Flights	Total Revenue (Jan-Jan)
3,611	677	80	\$1,671,675
Total Minutes assigned to call	Total loaded miles	Avg. Chute time	Avg Response Time
317,551.65	65,881	:37 seconds	10:11
Avg. Call Time	Busiest day / time	Top 5 destinations	
1:08	Friday's @ 10AM	CCH 974, RMC 328, MH Katy 317, Meth 68, Meth SL 57	

2023 Accomplishments:

Successfully improved collections by over \$355,000.

Renewed our DSHS continuing education site that he previously been expired. This included applications and inspection of our training facility as well as associated equipment

Successfully purchased and deployed new cardiac monitors fleet wide to Zoll.

Updated our Clinical Care Guidelines with committee input adding 3 additional medications.

Successfully purchased 3 used Frazer ambulances. One from Houston and 2 from Fort Bend County. This project has saved taxpayers thousands of dollars instead of buying brand new units at a cost (1) of almost \$300,000.

Successfully taught community CPR classes throughout the county and have worked with numerous volunteer fire departments.

Asst. Chief Kalmbach has been with CCEMS for over a year as of this report and has done a fantastic job.

Sent 5 employees to the Texas EMS Alliance Leadership Conference in Marble Falls.

Chief Michael Furrh was elected as President Elect of the Texas EMS Alliance and will be appointed president in 2025.

Chief Michael Furrh was appointed to the Governors Trauma Advisory Council and will represent Lavaca County and rural EMS through the governor's office.

Senate Bill 8 Funding has allowed us to send 5 employees to Paramedic school.

Sent Capt. Silver to Emergency Vehicle Technician school and he continues his education this year on different modules.

Completed the constructions of CCEMS Maintenance Facility and began the Station 3 project.

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

February 12, 2024

- _10. Approval of revised specifications for interior construction of new Colorado County EMS Station No. 3 and authorization to seek quotes. (Furrh)

Michael Furrh stated two bids were previously received, one of these included bids for a driveway, skirting, and a generator. He reached out to the second company and asked for an addendum to their bid to include the driveway, skirting, and generator. After speaking with Langford (grant administrator), he was informed that the bid process would need to be redone to add to the scope of work.

Motion by Judge Prause to approve the revised specifications for interior construction of new Colorado County EMS Station No. 3 and authorization to seek quotes, bid packets must be received by 5:00 P.M. on February 29, 2024 in the Judge's Office and will be opened March 1, 2024 at 8:30 A.M. in the Conference Room; 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**

February 12, 2024



REQUEST FOR QUOTE

Colorado County EMS Station #3

Construction

The County of Colorado is seeking quotes for interior construction of Colorado County EMS Station #3 located off of 90A between Altair and Eagle Lake. A detailed scope of work can be obtained from the Colorado County website at co.colorado.tx.us or by contacting the undersigned.

Quotes will be accepted until 5:00 pm, Thursday, February 29, 2024.

Michael A. Furrh, Director
Colorado County EMS
PH: 979-732-2188
Email: michael.furrh@co.colorado.tx.us

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

February 12, 2024



***COLORADO COUNTY
EMERGENCY MEDICAL SERVICES***

305 Radio Lane #101
Columbus, TX 78934
979-732-2188 Fax: 979-733-9635
michael.furrh@co.colorado.tx.us

Request for Quotations (RFQ)
Colorado County EMS Station #3
February 12th, 2024

1) INVITATION

The Colorado County EMS (Colorado County, Tx) is soliciting qualified companies to provide professional construction and construction inspection for interior work on a new EMS station. Firms with relevant experience in interior construction of EMS station or combination public safety buildings that house EMS, and the qualifications to perform the services outlined herein, are encouraged to submit a proposal. Firms may partner with other firms to ensure that the team provides the appropriate level of expertise in the required disciplines. However, teams must designate one lead firm. The lead firm shall be responsible for meeting all the requirements of the proposal.

The purpose of the RFQ process is to identify the firm the county determines is the best suited to support the county in this important project. Following an analysis of the responses to this RFQ, firm(s) may be invited for interviews, with one firm being selected for further negotiation. The firm ultimately awarded a contract by the County will provide services as directed by the County of Colorado.

All questions concerning this RFQ shall be directed in writing or in person, to Michael Furrh, EMS Chief, Colorado County EMS, 305 Radio Ln. #101, Columbus, TX 78934, 979-732-2188, or at michael.furrh@co.colorado.tx.us, at least five (5) business days before the opening date. Questions received after this time will not be addressed. Responses from Colorado County that substantially alter this RFQ will be issues in the form of a written addendum to all those that have received and RFQ.

The project to be constructed will be financed with funds received from the United States Department of Treasury issued American Rescue Plan (ARP) and is subject to all applicable Federal laws and regulations. Attention is called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin. Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

All contractors must not be debarred, suspended, or otherwise excluded from or ineligible for participation in the System for Award Management (SAM.gov) and eligible to conduct business with the Federal Government and the State of Texas.

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

February 12, 2024



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michael.furrh@co.colorado.tx.us

2) NATURE OF SERVICES REQUESTED

The County is seeking a firm to provide professional interior construction and construction inspection for a new EMS station #3. This work will also include the driveways, sidewalks, striping and all flat work. Lastly a generator sufficient to run the entire building independent of the electrical grid. This station will consist of an interior footprint of approximately 120 x 52 foot building with two (2) pull through bays, one (1) back in bay. This project will consist of all interior walls, floors, ceilings, finished plumbing and all electrical for all aspects of the completed building. A list of minimum conceptual design elements, as well as sample plans, have been developed and the exterior of the site is under construction. The site for the station is located at 1003 Old Altair Rd., Eagle Lake, Tx 77434.

3) PROJECT / SCOPE OF WORK

- A. Construction Administration: The selected firm will respond to the County's requests for information, review submittals and review payment applications. The County does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan on at least weekly project progress meetings with the County EMS Director or any other authorized county elected / appointed official. These may include other meetings or site visits as needed and include not fewer than four (4) site visits during construction. The selected firm will also conduct a final walk through and develop a final punch list at substantial completion.

4) DELIVERABLES

The completion of the above tasks will lead to the following deliverables:

- Bid documents
- Project Budget
- Building elevations
- Schematic site plans
- TxDOT Coordination

5) SELECTION CRITERIA

Each proposal will be evaluated based upon the documentation submitted and any interviews. The selection will be based on the following criteria:

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

February 12, 2024



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- 50% experience with similar facilities
- 25% project / proposal approach
- 25% anticipated schedule

The County reserves the right to reject any or all proposals; to waive informalities and technicalities, and to accept any proposal the County deems to be the best interest for the County.

6) INSURANCE REQUIREMENTS

The successful firm shall agree to defend, indemnify, and hold the County harmless for all losses, damages and costs which arise because of the performance of this agreement, to the extent it is caused by the contractor, it's sub-contractor or anyone for whose act it may be liable. The selected firm shall carry insurance with the following limits:

- General Liability insurance in the amount of \$1,000,000 including protections for bodily injury and property damage with a combined single limit of \$500,000 for bodily injury and \$500, 000 for property damage for each occurrence.
- Professional Liability insurance for negligence, in the amount of \$1,000,000 per claim and annual aggregate.
- Automobile Liability insurance providing limits of \$1,000,000 per occurrence.
- Worker's Compensation insurance, in accordance with Texas law.

The firm shall provide copies of all certificates of insurance prior to commencement of work. The certificates shall name the County as additional insured. An insurance carrier authorized to do business within the state of Texas shall issue these certificates. The certificates shall contain a provision that coverage afforded under the insurance certificates policies will not be canceled or materially changed unless at least thirty (30) calendar days prior written notice by registered letter has been given to the County.

7) Federal Contract Provisions

This contract will be founded with federal funds and thus is subject to the federal contract provisions listed in the attached document.

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

February 12, 2024



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SUBMISSION REQUIREMENTS

- A. Submittal Documents:
- a. Five (5) hard copies of the proposal, including attachments.
 - b. One (1) electronic copy.
 - c. Cost proposal and proposed schedule of progress payments. The County will withhold ten percent (10%) of each progress payment (retainage). The retainage shall be released upon satisfactory completion of the project.
- B. Submittal Content: Each submittal shall be organized in the following order:
- a. Cover:
 - Shall be titled: "Interior services for EMS Station #3 for Colorado County, Tx"
 - b. First page:
 - Name of the firm, project team manager, submittal date.
 - c. Table of contents:
 - Include a table of contents with page numbers
 - d. Transmittal letter (contents):
 - Introduction to the firm;
 - Summarize why the respondent believes itself to be the most qualified;
 - Statement that to the best of the respondent's abilities, all information contained in the RFQ submittal is complete and accurate;
 - a. Project approach
 - b. Description of sub-contractors
 - c. Firm's expectations of the County
 - d. Past litigation, if any
 - Statement granting the County of Colorado and its representative authorization to contact any previous client of the respondent (or respondent's team member) for purpose of ascertaining an independent evaluation of the respondent's or a respondent's team member's performance; and
 - At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.
- C. Proposal
- a. Provide a detailed description of the firm's proposed approach to the project and how it intends to ensure that the County's needs will be met.
 - b. Include a projected timeline to reach the progress milestones, and ultimately, successful completion of the project.

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

February 12, 2024



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- c. Estimate the amount of effort, in hours, dedicated to each phase of the project by the project / design team.
- D. Summary of relevant projects
- a. List projects you believe demonstrate an ability to successfully meet the requirements of this RFQ. List no more than six (6) relevant projects. A relevant project is one which best exemplifies your qualifications. It should involve planning clients, and detail the services you provided:
- Name of project
 - Plan or planning projects objectives
 - Client
 - Total project cost
 - Project description, including public process (if any)
 - Describe the services your firm provided and any project partners
 - Project consistency with budget and timeline / deadlines
 - Reference list related to these projects
- E. Design team resumes
- a. Provide resumes and qualifications of the primary members of the team that will be assigned to work on and be responsible for the successful completion of this project.

Submittals shall be delivered to the following addressee on or before Thursday, February 29, 2024 by 5:00 p.m. Bids will be opened on Friday, March 1, 2024 at 8:30 am at Colorado County Courthouse Conference Room, 400 Spring St., Columbus, TX 78934. Once submittals are received, they will be presented to Commissioner's Court and forwarded to the county's grant administrator for further review.

Chief Michael A. Furrh
305 Radio Ln. #101
Columbus, Tx 78934
michael.furrh@co.colorado.tx.us

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

List of Government Officials
For
Colorado County, Texas

Ty Prause, County Judge

Doug Wessels, Commissioner, Pct. #1

Ryan Brandt, Commissioner, Pct. #2

Keith Neuendorff, Commissioner, Pct. #3

Darrell Gertson, Pct. #4

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

February 12, 2024

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

February 12, 2024

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code 2252.001 *et seq.*, as amended, Colorado County requests Residence Certification. 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of a governmental contract; pertinent provisions of 2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001

I certify that _____ is a Nonresident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001 and our principal place of business is
located in _____.
(City and State)

Signature of Authorized Company Official

Printed Name of Authorized Company Official

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

February 12, 2024

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	2 CFR 200.333

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

	<p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	DHS Standard Terms and Conditions

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

	<p>hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

February 12, 2024

	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

February 12, 2024

THRESHOLD	PROVISION	CITATION
>\$10,000,000 for ARP Funds	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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

February 12, 2024

	grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78605, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

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

February 12, 2024

- _11. Application for Limited Land Division submitted by Arlene Shults to subdivide 2 acres out of a 13.744 acre tract out of the J. Smith Survey, Abstract No. 503, Precinct No. 2. (Brandt)

Motion by Commissioner Brandt to approve an application for Limited Land Division submitted by Arlene Shults to subdivide 2 acres out of a 13.744 acre tract out of the J. Smith Survey, Abstract No. 503, Precinct No.2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2024 FEB -7 PM 1:31

KIMBERLY MENKE
COUNTY CLERK DK

Name of person(s) dividing property: ARLENE SHULTS

Address: 1055 CR 214 WEIMAR TX

Work phone: 979-484-9551 Home phone: _____

Precinct where property located: 2 Pct. Commissioner: RYAN BRADOT

Size of Original Tract before division: 13.744 acres

Size of Remainder Tract after division: 11.744 acres

Size of each new lot: 1. 2 acres 2. _____ acres

3. _____ acres 4. _____ acres

Surveyor's Name: COLE BARTON

Surveyor's Address: 6113 SARATOGA BLVD STE F #335

Surveyor's work phone: 361-235-9028

Has there been a prior Limited Land Division of the Original Tract? NO

If so, state the number of tracts and date divided: N/A

I am the owner of 13.744 acres of land (size of original tract) out of the JOHN F SMITH 1/3 LEAGUE Survey, Abstract # 503, Colorado County, Texas, which was conveyed to me by deed, dated AUGUST 5, 2017, and recorded in Volume 845, Page 181, Colorado County Deed/Official Records.

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

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

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

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

water system, or engineered rainwater collection system.

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

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

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

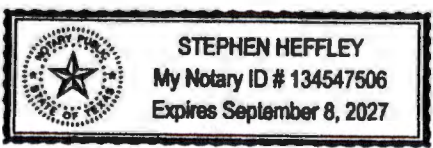
This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

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

Arlene Shults
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 31st day of JANUARY, 2024.

Stephen Heffley
Notary Public, State of Texas



Applicant's Signature

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

Notary Public, State of Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

A

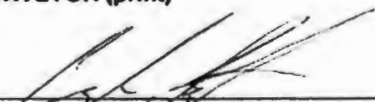
CERTIFICATION BY SURVEYOR

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

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

- A title of "Limited Land Division"
- North arrow and date
- At least two corners of the remainder tract
- Location of new lots in relation to original survey
- Acreage and dimensions of all new lots
- Bearings & dimensions of lot boundaries
- Location and description of all easements
- Buildings and ponds (approximate location)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 1/2 x 14 with 1/2 inch margin at the top and 1/4 inch margin on sides
- Certification by surveyor: "I, Cole Barton, a Texas Registered Professional Land Surveyor, certify that this plat has been prepared in accordance with the Subdivision Rules of Colorado County. All existing pipeline easements within the limits of the subdivision have been shown."
- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____." OR
 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C0400D, dated 2/4/2011."

Cole Barton
SURVEYOR (print)


SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 12th day of February, A.D., 20 24, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume ----, Page ----.

CCM 2/12/2024
WITNESS MY HAND AND SEAL OF OFFICE this the 12th day of February, 20 24.



COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke

COUNTY CLERK
COLORADO COUNTY, TEXAS

By: Michelle Kollmann

Deputy Clerk



CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 13th day of January, 2024, and duly recorded on the 15th day of January, 2024, in the Official Records of Colorado County, Texas, in Volume 1056, Page 690.

Kimberly Menke

COUNTY CLERK, COLORADO COUNTY, TEXAS

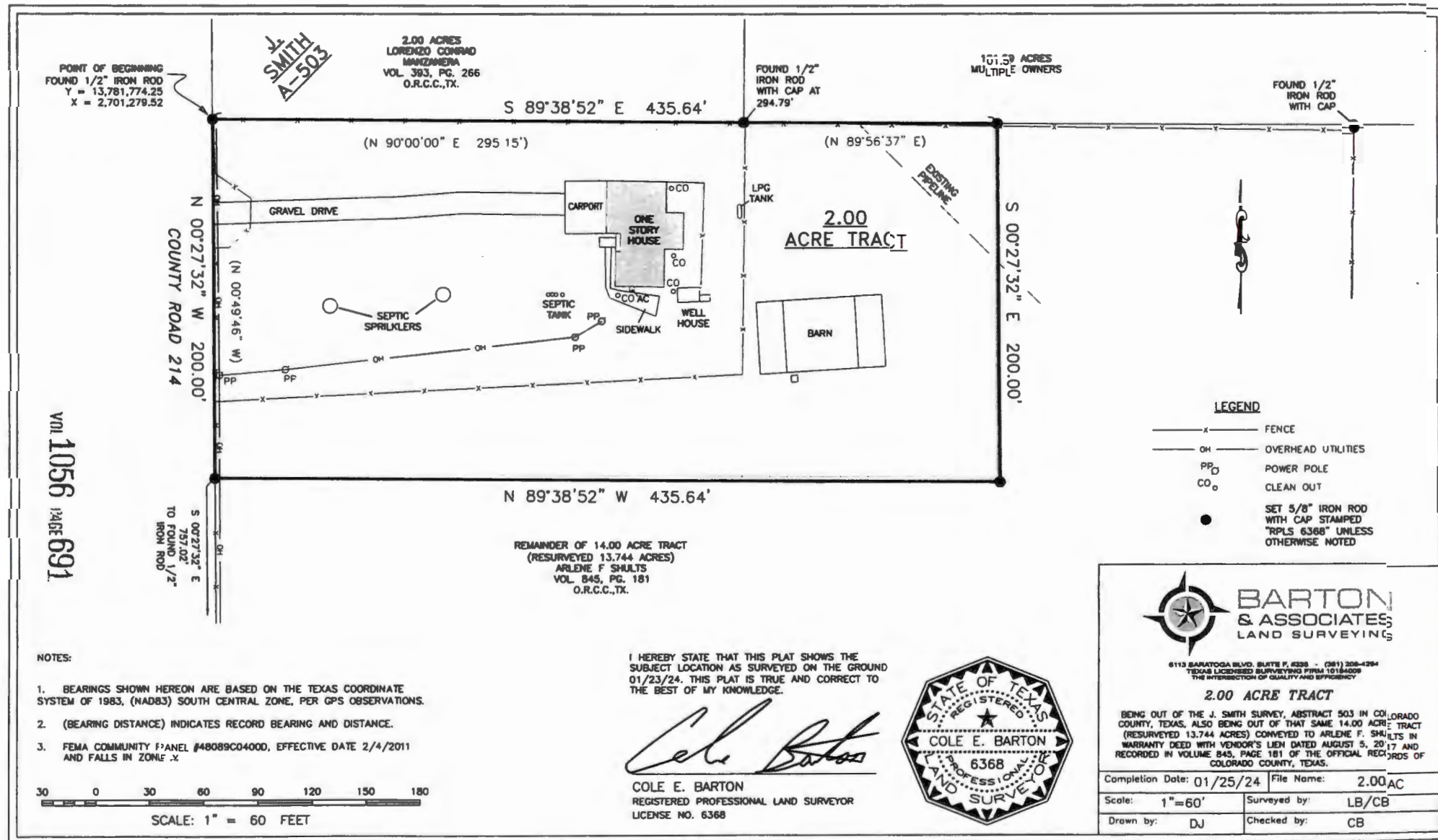
By: J. Martinez

Deputy Clerk



MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



JOB # 2401023

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



BARTON
& ASSOCIATES
LAND SURVEYING

8113 SARATOGA BLVD. SUITE F, #335 - (381) 208-4284
TEXAS LICENSED SURVEYING FIRM 10194009
THE INTERSECTION OF QUALITY AND EFFICIENCY

2.00 ACRE TRACT

Field Notes Description

Being out of the J. Smith Survey, Abstract 503 in Colorado County, Texas, also being out of that same 14.00 acre tract (resurveyed 13.744 acres) conveyed to Arlene F. Shults in Warranty Deed with Vendor's Lien dated August 5, 2017 and recorded in Volume 845, Page 181 of the Official Records of Colorado County, Texas.

Being more fully described by metes and bounds as follows:

BEGINNING: at a 1/2" iron rod, (Y = 13,781,774.25, X = 2,701,279.52), found in the east right of way line of County Road 214 and at the southwest corner of a 2.00 acre tract conveyed to Lorenzo Conrad Manzanera in Volume 393, Page 266 of the Official Records of Colorado County, Texas, and at the northwest corner of said 14.00 acre tract, for the northwest corner of this herein described tract;

THENCE: S 89°38'52" E - along the south line of said 2.00 acre tract, the north line of said 14.00 acre tract, and the north line of this herein described tract at 294.79 feet passing a 1/2" iron rod with cap found at the southeast corner of said 2.00 acre tract and at a southwest corner of a 101.59 acre tract, **in all a total distance of 435.64 feet** to a 5/8" iron rod with cap "RPLS 6368" set, for the northeast corner of this herein described tract;

THENCE: S 00°27'32" E - 200.00 feet along the east line of this herein described tract to a 5/8" iron rod with cap "RPLS 6368" set, for the southeast corner of this herein described tract;

THENCE: N 89°38'52" W - 435.64 feet along the south line of this herein described tract to a 5/8" iron rod with cap "RPLS 6368" set in the west line of said 14.00 acre tract and in the east right of way line of said County Road 214, for the southwest corner of this herein described tract;

THENCE: N 00°27'32" W - 200.00 feet along the east right of way line of said County Road 214, the west line of said 14.00 acre tract, and the west line of this herein described tract to the **POINT OF BEGINNING**, containing within these metes and bounds a 2.00 acre tract, more or less.

NOTE: A Survey Plat representing a graphic image of this description styled as "2.00 ACRE TRACT," accompanies this document. This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done without the benefit of a Title Report. The surveyor has made no investigation or search for easements or other matters of record that a Title Report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

January 26, 2024
Job No. 2401027
DJ


COLE E. BARTON
R.P.L.S. No. 6368



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

0552
FILED FOR RECORD
COLORADO COUNTY, TEXAS

2024 FEB 13 PM 3:51

KIMBERLY MENKE
COUNTY CLERK

MK

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

FEB 15 2024



Kimberly Menke
KIMBERLY MENKE

COUNTY CLERK, COLORADO COUNTY, TEXAS

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

February 12, 2024

- _12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable and fiber optic pedestals in the county right-of-way of Cummins Stein Road and Bull Creek Road, Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve an application submitted by Colorado Valley Telephone to install buried fiber optic cable and fiber optic pedestals in the county right-of-way of Cummins Stein Road and Bull Creek Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

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

Application

Applicant Company: Colorado Valley Telephone

Contact Person: Brian R Mueller

Address: 4915 South US Hwy 77

LaGrange, Texas 78945

Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 3 :

On Colorado County ROW of multiple county road East of Fayetteville near the Fayette County Line.

Descriptions of work locations and types of work to be performed are included in an attachment

with this permit as well as normally included construction prints.

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

Installing new Buried HDPE Duct with new Fiber Optic Cable by plowing and boring and also

Installing new Fiber Optic Pedestals.

02-05-2024
Date

Brian R. Mueller
Signature of Firm Name Representative

Brian R Mueller
Printed Name of Firm Name Representative

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

February 12, 2024

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, is 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 three 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**

February 12, 2024

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
February 12, 2024

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 Utility.
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**

February 12, 2024

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 \$2,500.00 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
February 12, 2024**

Colorado County Roads included in this Colorado Valley Communications upgrade of Fiber Optic Cable
All proposed construction sheets for all roads to be upgraded in this project are included

County Road	Construction Length	Location Description	Type of Construction
Cummins Stein Rd	14,120'	South from FM 1291 for 14,120'	Install new duct and fiber Install new fiber pedestals
Bull Creek Rd	3,030'	South from the intersection of Cummins Stein Rd for 3,030'	Install new duct and fiber Install new fiber pedestals

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

February 12, 2024

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

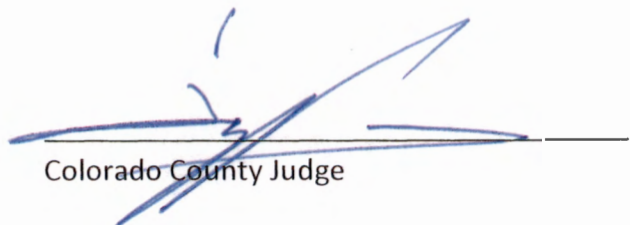
29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

02/05/2024
Date

Brian A. Mueller
Applicant

Approved by Commissioners Court on the 12 day of February, 2024.

2-12-24
Date


Colorado County Judge

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

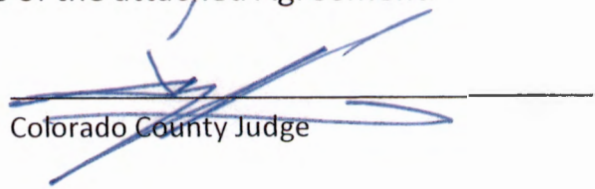
February 12, 2024

Permit

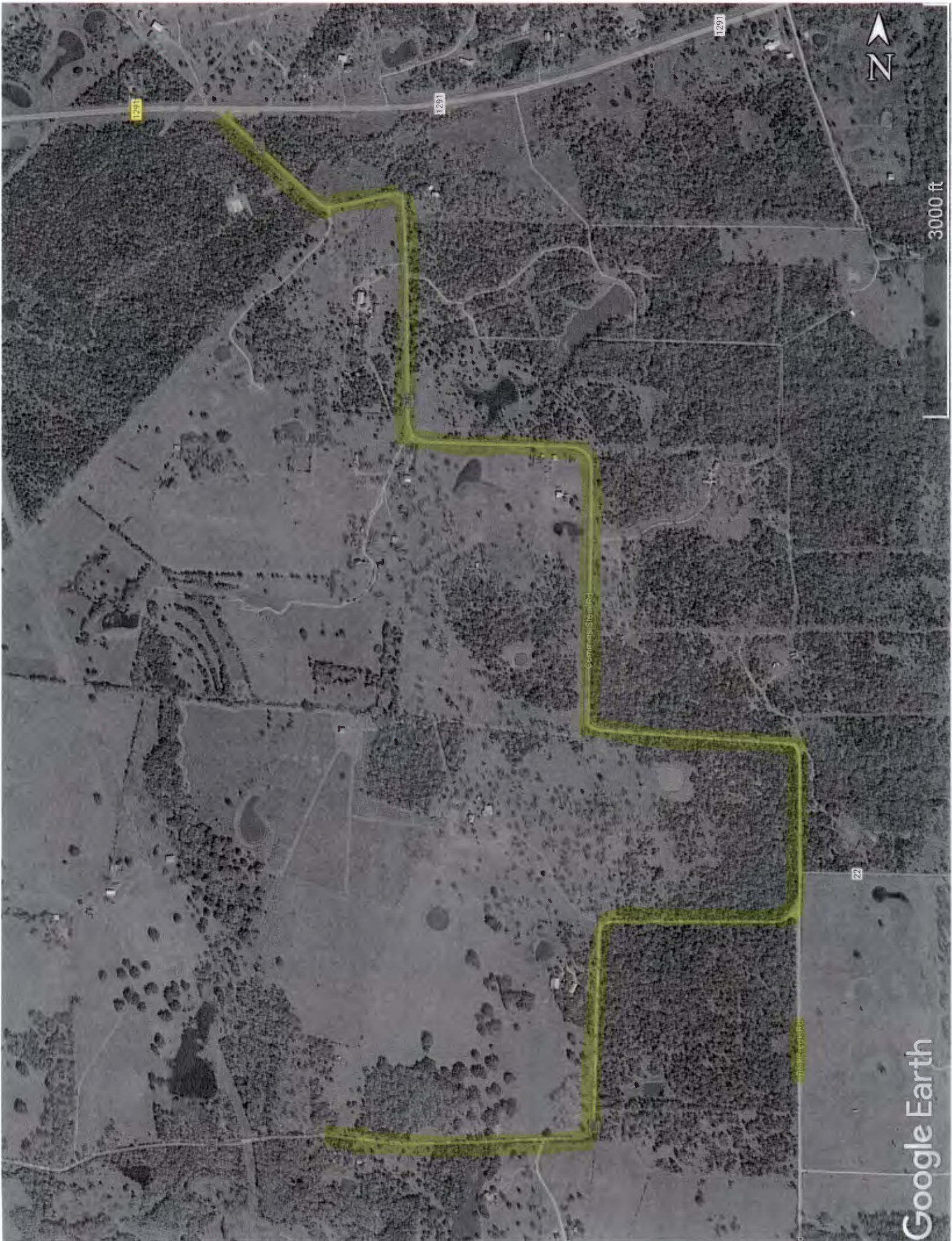
Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

2-12-24

Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



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

February 12, 2024

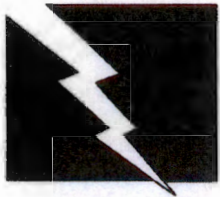
- _13. Application submitted by San Bernard Electric Cooperative, Inc. to place 5 power poles and 2 guy wires in the county right-of-way of Dungens Mill Road, Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve an application submitted by San Bernard Electric Cooperative, Inc. to place 5 power poles and 2 guy wires in the county right-of-way of Dungens Mill Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



San Bernard Electric Co-op

Your Touchstone Energy[®]
Cooperative 

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

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

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

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

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

January 30, 2024

Judge Ty Prause
PO Box 236
Columbus, Texas 78934

RE: WO# 22-07-101

Dear Honorable Ty Prause:

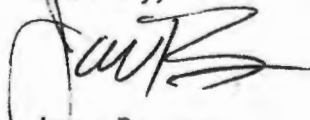
In order to improve electrical service in Colorado County, Texas, a permit to place 5 power poles and 2 guy wires 1' in Dungens Mill Rd. Right of Way is needed.

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

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

Your consideration and assistance are most sincerely appreciated.

Sincerely,


Jason Beaman
Right-of-Way Agent

Enclosure

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

February 12, 2024

NOTICE OR PROPOSED ERECTION OF POWER LINE

DATE: January 30, 2024

TO THE COMMISSIONER'S COURT

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

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 5 power poles and 2 guy wires 1' in Dungens Mill Rd. Right of Way, Colorado County, Texas.

LOCATION: 1,919' West of the intersection of Vogelsang Rd. and Dungens Mill Rd. intersection.

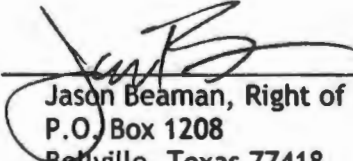
DESIGN: See attached drawing.

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

Construction of this line will begin on or after the February 15, 2024

SAN BERNARD ELECTRIC COOPERATIVE, INC.

By: _____


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

Job Name: WO# 22-07-101

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

February 12, 2024

APPROVAL

COUNTY COLORADO

DATE February 12, 2024

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

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated January 30, 2024 is approved.

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

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

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

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

SPECIAL PROVISIONS:

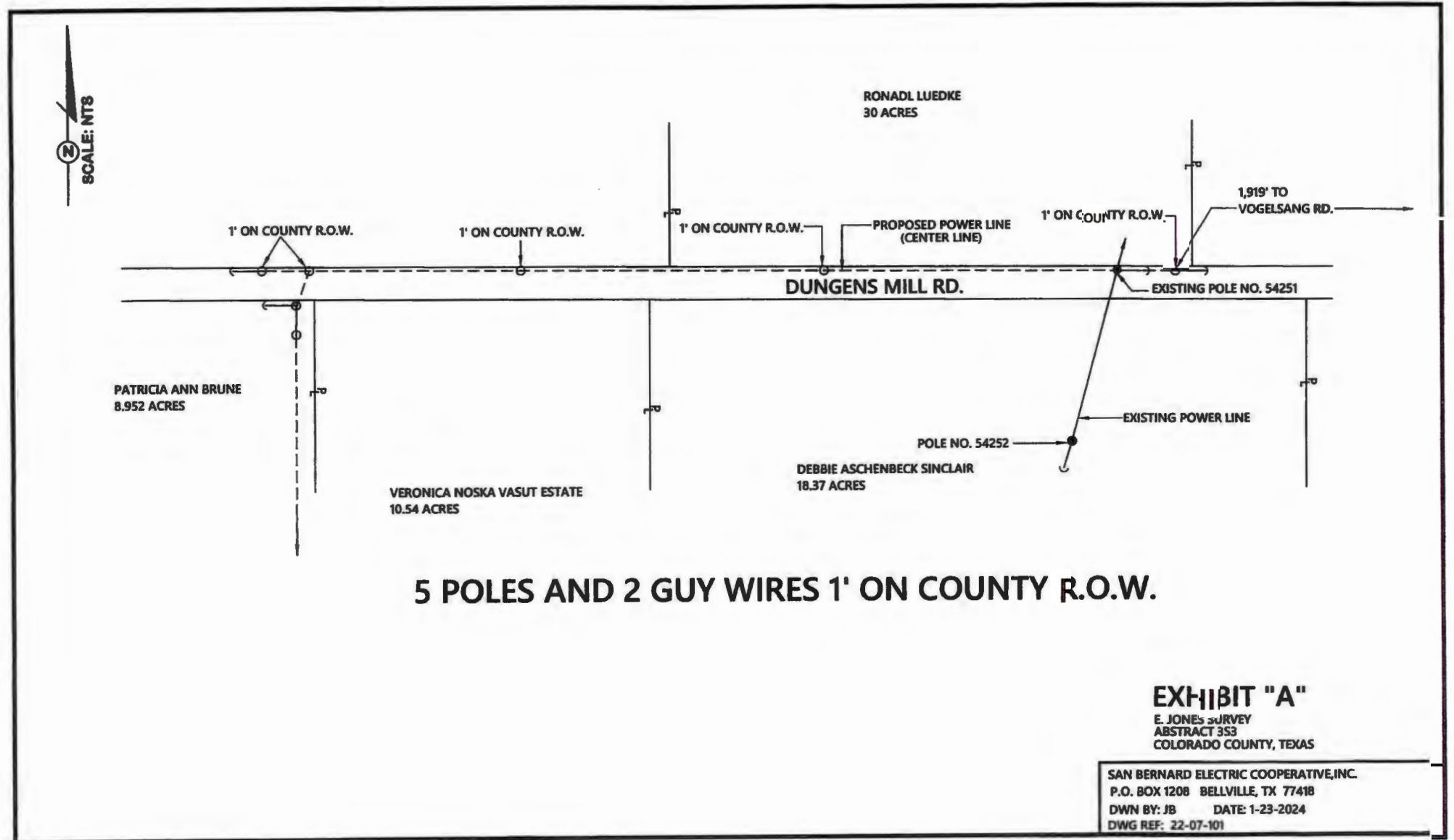
1. Emplacement operations are not permitted during wet weather.
2. All cut brush and debris are to be removed from right-of-way within seven (7) days.
3. Open trenches will be protected during off-duty hours by flasher lights.
4. Temporary construction signs are to be placed on the right-of-way at both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

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY:  _____
JUDGE

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

_14. Approval to purchase a Colorado County Seal wall plaque for the County Courtroom. (Prause)

Motion by Judge Prause to approve the purchase of a Colorado County Seal wall plaque for the County Courtroom; 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
February 12, 2024**

The Southwell Company

502 S. Staples St.
Corpus Christi, TX 78401
+1 2102231831
sales@southwellco.com



Estimate

ADDRESS
Sharon Marsalia
Colorado County Courthouse
400 Spring St Room 107
Columbus, Texas 78934

ESTIMATE 72149
DATE 02/07/2024
EXPIRATION DATE 03/07/2024

MESSAGE FOR PM VERONICAM
Colorado Courthouse

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Colorado Courthouse			
	Cast Metal Plaques	Cast Metal Plaques Material: Bronze Finish: Dark Brown Text: Raised, Satin, Bronze color Border: Single line, Raised, Satin, Bronze color Texture: Classic Leatherette Logo: Per artwork Mounting: Concealed studs Size: 36 " Diameter	1	5,244.00	5,244.00T
	Shipping	Shipping	1	450.00	450.00T

PAYMENT POLICY: 50%DEPOSIT/BALANCE ON COMPLETION
Price is good for 15 days. Once ordered, price will be held for 180 days. F.O.B. Corpus Christi, Tx PRODUCTION: Approx 6-8 wks after your approval of our drawings. For larger projects please contact PM for est time of completion. TO START ORDER, PLEASE SIGN AND RETURN THIS QUOTATION

SUBTOTAL	5,694.00
TAX	0.00
TOTAL	\$5,694.00

QUOTATION BASED ON THE FOLLOWING:
Our standard pattern (mold) designs, fonts and mounting. Our standard studs for our F-1 (flush) or P-8 (projected 1/2") mounting and a straight (non-curved) paper template is provided with all Letter orders. Plaques come with our standard concealed mounting studs. Rosettes cost \$25.00 ea. Scaled Shop Drawings via Email or Fax provided at no charge. Full Size drawings cost \$75.00. Shop Drawing revisions cost \$25.00. Quoted shipping is for standard ground service. Tax will be added unless tax exempt info. is on file with us. Quote/Order may be voided if altered. UNLESS OTHERWISE NOTED, INSTALLATION NOT INCLUDED IN TOTAL PRICE.

Accepted By

Accepted Date

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

February 12, 2024

- _15. Sales Quote from Tyler Technologies for Time and Attendance software and hardware to be used with the newly implemented payroll system. (Lowrance)

Michelle Lowrance stated this quote is for five timeclocks, three for EMS, one for the jail, and one for dispatch. This quote is for ten inch clocks and includes yearly maintenance.

Ms. Lowrance explained there is a six-to-eight-week lead time, and she would like to get them ordered if approved.

Motion by Judge Prause to approve the purchase of five Touchscreen 10: Biometric Readers; 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**

February 12, 2024



Sales Quotation For:
 Colorado County
 PO Box 236
 Columbus TX 78934-0236

Quoted BY Kirk Cunningham
 Quote Expiration 7/21/24
 Quote Name ET Clocks

Third Party Software & Hardware Description	Quantity	Unit Price	Extended Price	Annual
Time & Attendance powered by ExecuTime Touchscreen 10: Biometric Reader	5	\$ 2,710	\$ 13,550	\$ 1,355
TOTAL:			\$ 13,550	\$ 1,355

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Services Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 250

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 13,550	\$ 1,355
Total Tyler Services	\$ 250	
Summary Total	\$ 13,800	\$ 1,355
Contract Total	\$ 15,155	

February 12, 2024

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

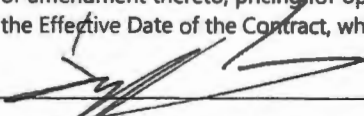
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:



Date:

_____ 2-12-24 _____

Print Name:

Ty Prause

P.O.#:

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

February 12, 2024

- _16. Texas Association of Counties County Information Resources Agency (TAC CIRA) updated Services Agreement for website hosting and annual website fees. (Prause)

Motion by Judge Prause to table this agenda item until the next meeting; 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**

February 12, 2024



Bill To:

Colorado County
PO Box 236
Columbus TX 78934-0236

Remit To:

CIRA
P.O. Box 1698
San Antonio, TX 78296

INVOICE SOP018658 Date 1/10/2024

Description		Ext. Price
Web Hosting 2024 - Standard Website Package	1	\$1,550.00
Subtotal		\$1,550.00
Tax		\$0.00
Total		\$1,550.00

Cut Here

Invoice Number SOP018658	Amount Due \$1,550.00
	Due Date 2/9/2024
Bill Date 1/10/2024	
Colorado County PO Box 236 Columbus TX 78934-0236	CIRA PO Box 1698 San Antonio, TX 78296
COL0S0P018658	155000

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



**TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY**

January 18, 2024

Dear Colorado County,

On behalf of the TAC CIRA team, we wish you a Happy New Year and are looking forward to continuing to serve you throughout 2024!

Our records indicate we do not have a signed copy of the most current version of one or more CIRA agreements. Enclosed please find a copy of the agreement(s) we are missing, have approved by your commissioners court or governing body, and return to CIRA at support@county.org no later than February 29.

Also, please take this time to review the TAC CIRA services our records reflect your entity intends to continue through 2024.

- Email Hosting & Support: NOT CURRENTLY IN USE
- Email Archiving: NOT CURRENTLY IN USE
- Website Hosting & Support: YES
- Website Package: STANDARD
- Website Posting Service Included: NOT CURRENTLY IN USE

If you have any questions about your TAC CIRA services or would like to make changes, please don't hesitate to contact the CIRA Team at (512) 478-8753 or via email at support@county.org.

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

February 12, 2024



**TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY**

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

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

February 12, 2024

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

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

February 12, 2024

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content ; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes

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

February 12, 2024

to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

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

February 12, 2024

SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

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

February 12, 2024

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnatee shall not be final without the Indemnatee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

To CIRA:

**The County Information Resources Agency
c/o Texas Association of Counties**

1210 San Antonio Street

Austin, Texas 78701

Attn: CIRA Manager

Support@county.org

Fax: (512) 479-1807

To Member:

To the CIRA Coordinator specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

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

February 12, 2024

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancellation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

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

February 12, 2024

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.

2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

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

February 12, 2024

2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

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

February 12, 2024

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

3.6 Website posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the

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

February 12, 2024

website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and

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

February 12, 2024

- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
Executive Director
Texas Association of Counties

MEMBER:

By: _____ Date: _____
[Signature]

[Printed Name]

[Title]

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

February 12, 2024

CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

MEMBER EMAIL ADMINISTRATOR (*required - applicable for email services only*) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 (*Required for all Email Administrators*)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 (*Optional for all Email Administrators*)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 (*Optional for all Email Administrators – Use discretion when granting*)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

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

February 12, 2024

suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 2 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

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

February 12, 2024

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 3 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

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

February 12, 2024

Exhibit A: Email Services, Pricing and Order Form

Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: _____

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	<p>Plan 1: Microsoft 365 Business Basic Email (50 GB)</p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	<p>\$4.90 per email / per month</p> <p style="text-align: center;">+</p> <p style="text-align: center;">30%</p> <p>Management Fee per month</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 2: Microsoft 365 Business Standard Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	\$12.40 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 3: Microsoft 365 Business Premium Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search and Data Loss Prevention • Maximum of 300 users • Email migration included • Includes Exchange Online Archiving • Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.) 	\$21.90 per email / per month + 30% Management Fee per month

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 4: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 5: Office 365 Enterprise - E3 (100 GB) Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Content protections through Content Search, Core eDiscovery, and Data Loss Prevention • Unlimited number of users • Email migration included 	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 6: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

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

February 12, 2024

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 7: Exchange Online Plan 2 (100 GB) All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search and Data Loss Prevention • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 8: Office 365 - F3 (2 GB) Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> • 2 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 2 GB of OneDrive storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Add-On Feature 1: Email Archiving Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard. From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

<input type="checkbox"/>	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)	\$3.00 per email / per month + 30% Management Fee per month
# of Email Accounts: _____	Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	
<input type="checkbox"/>	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)	\$8.00 per email / per month + 30% Management Fee per month
# of Email Accounts: _____	All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	
<input type="checkbox"/>	Add-On Feature 4: Azure Information Protection (Plan 1)	\$3.00 per email / per month + 30% Management Fee per month
# of Email Accounts: _____	Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	
<input type="checkbox"/>	Add-On Feature 5: Azure Active Directory Premium P1	\$5.00 per email / per month + 30% Management Fee per month
# of Email Accounts: _____	A robust set of capabilities to empower organizations with more complex identity and access management needs.	

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Exhibit B: Website Services, Pricing and Order Form

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: _____

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p>Standard Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • This package does not qualify for website postings add-on option 	\$1,550 per year
<input type="checkbox"/>	<p>Standard Plus Website Package</p> <ul style="list-style-type: none"> • Includes all features of Standard Package, plus website postings add-on • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form 	\$3,550 per year

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

<input type="checkbox"/>	<p>Premium Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website 	<p>\$4,500 first year (includes set-up fee & first annual payment)</p> <p style="text-align: center;">/</p> <p>\$3,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Ultimate Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website • Communicator module to prominently place county news & announcements on website homepage 	<p>\$5,500 first year (includes set-up fee & first annual payment)</p> <p style="text-align: center;">/</p> <p>\$4,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Website Postings Add-on</p> <ul style="list-style-type: none"> • Available for Premium and Ultimate Website Packages only at a discounted rate • Website content posts and edits fulfilled by TAC CIRA staff on your behalf • Edits are submitted via email or web form 	<p>\$1,800 per year</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	Website Content Migration or Customization <ul style="list-style-type: none"> • If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge. • Performing content migration from one website to another. 	\$50 / per hour
<input type="checkbox"/>	Mobile App <ul style="list-style-type: none"> • Available for Ultimate Website Packages only • Custom designed Mobile App for iOS and Android • Mobile Apps available for download in the App Store and Google Play Store • Project Management Services for Setup Included • Phone & email support, Monday - Friday, 8 am to 5 pm 	\$6,500 first year (includes set-up fee & first annual payment) / \$5,000 annual fee (after first year)
<input type="checkbox"/>	New Custom Seal/Logo Design <ul style="list-style-type: none"> • Have a new custom seal or logo designed for your county, department or program • Includes up to three custom design mockups • Final design format: Vector 	\$2,000 per logo
<input type="checkbox"/>	Existing Seal/Logo Refresh <ul style="list-style-type: none"> • Give your existing county seal or program logo a refreshed look • Includes design and color modifications • Price quote provided upon request • Final design format: Vector 	\$150 / per hour

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

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

February 12, 2024

Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
8. I will abide by and consent to the following terms and conditions
 - [Rackspace Acceptable Use Policy \(AUP\)](#)
 - [Microsoft End User License Terms](#)
 - [Microsoft License Mobility Terms](#)

SIGNED the ___ day of _____, 20__

Signature: _____

Printed Name: _____ Title: _____

County: _____

Email address: _____

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

February 12, 2024

- _17. Approval of 2024 annual memberships and payment of membership dues to:
- a. Texas Association of County Auditors in the amount of \$235.00.
 - b. Texas Association of Counties in the amount of \$1,090.00.
 - c. South Texas County Judges and Commissioners Association in the amount of \$300.00.

Motion by Commissioner Gertson to approve the 2024 annual memberships and payment of membership dues to Texas Association of County Auditors in the amount of \$235.00, Texas Association of Counties in the amount of \$1,090.00, and South Texas County Judges and Commissioners Association in the amount of \$300.00; 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**

February 12, 2024



Texas Association of County Auditors

Attn: TAC Education
Phone: (800) 456-5974
Fax: (512) 477-1324

INVOICE

89261

262401/450

January 01, 2024

To: Ms. Nancee Michelle Lowrance
Auditor
Colorado County
318 Spring St Ste 104
Columbus, TX 78934

DESCRIPTION	QTY	AMOUNT
Texas Association of County Auditors Membership Dues	0	235.00
Total Due		235.00

This invoice is for your Annual Membership to Texas Association of County Auditors effective 1/1/24 thru 12/31/24. The Texas Association of County Auditors requests your financial support through the payment of annual dues, our main source of income. It is vitally important that all County Auditors, Assistant County Auditors, and Special Members join. Your dues help support the following activities: TACA Website, TACA Directory, Legislative Consultant, On the Road Area Training, County Auditors' Institute, Audit Guide/Auditors Handbook, Annual Fall County Auditors' Conference and New County Auditor Training.

Your support is greatly appreciated.

Notice: If membership dues are not paid by March 31, 2023, access to listserv will be revoked until dues are paid.

*The Texas Association of Counties (TAC) is assisting TACA with dues collection this year.

Please make checks payable to TAC. All dues collected will be reported to TACA.

County official organization support and event services provided by the Texas Association of Counties.

PLEASE REMIT WITH PAYMENT

Make checks payable to TAC

262401/450
Ms. Nancee Michelle Lowrance
Colorado County

Please indicate your choice below and return to:

- My check is enclosed.
 Payment to follow

Amount Due: 235.00

I do not wish to enroll as a member of Texas Association of County Auditors.

Texas Association of Counties
Attn: Education Department
P. O. Box 2711
San Antonio, TX 78299

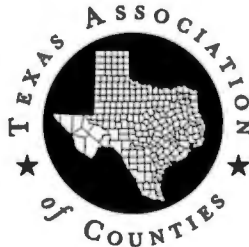
002350060262401303525699TC0L0

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

February 12, 2024

Jan. 27, 2024

Colorado County
Honorable Ty Prause
PO Box 236
Columbus, TX 78934-0236



Dear Judge Prause,

Payment of the enclosed invoice for your county's membership in the Texas Association of Counties (TAC) entitles your officials and staff to receive a wealth of services and resources, including:

- Toll-free TAC Legal Helpline at (888) ASK-TAC4 or (888) 275-8224, available anytime during business hours, for help with legal and other issues related to county operations.
- Training and continuing education for county officials and staff.
- Certified cybersecurity awareness training to fulfill state-mandated requirements.
- High-quality or custom printing catered to counties.
- County official listservs that facilitate communication, collaboration and networking.
- Communications on county news, issues and best practices online and in *County* magazine.
- Regular legislative updates via *County Issues* e-newsletter and timely alerts during session.
- Website resources, including county-specific data, publications and legislative issue briefs.
- County government legal handbooks, updated and mailed to county officials every two years.
- Respected representation at both the state and federal levels of government.
- Access to cost-effective, comprehensive risk management services and health and benefits services targeted to the unique needs of counties.
- Toll-free Judicial Hotline at (888) CoJudge or (844) 265-8343.
- Access to cost-effective email and website hosting services.
- A forum to identify and resolve county issues.
- The County Elections Database with timely access to county election results across the state.

The common thread in these services is that they are efforts to help you *make county government better* for the residents and taxpayers of Texas. Since its creation in 1969, TAC has worked to bring county officials together to seek collaborative answers to common problems. That effort supports the organization's overall purpose: to serve counties.

Your support enables us to represent all Texas counties. The attached invoice reflects your county's dues. Please note that the amount has not changed from last year.

If you have questions about TAC's services, do not hesitate to contact me at (800) 456-5974. If you have an invoice question, please call Courtney Gibb, TAC Finance Services Department, at the same number.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Redford".

Susan M. Redford
Executive Director

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

February 12, 2024



Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324

INVOICE

231554/450

January 01, 2024

Invoice # 88927

To: Hon. Ty Prause
Judge
Colorado County
PO Box 236
Columbus, TX 78934-0236

DESCRIPTION	AMOUNT
Annual County Membership Dues	1,090.00
Total Due	1,090.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/24 thru 12/31/24. Your support is greatly appreciated and enables us to represent all Texas Counties.

PLEASE REMIT WITH PAYMENT
Make checks payable to TAC DUES

231554/450
Hon. Ty Prause
Colorado County

Statement Date: 01/01/2024

Invoice # 88927

Amount Due: 1,090.00

Texas Association of Counties
Attn: County Membership DUES
P. O. Box 2711
San Antonio, TX 78298-2711

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024

**SOUTH TEXAS COUNTY JUDGES AND
COMMISSIONERS ASSOCIATION**

1301 Nueces Street, Suite 201
Austin, Texas 78701
800-733-0699 / 512-482-0701
512-480-0902 FAX



OFFICERS:

President

SAMMY G. FARIAS
Commissioner, Bee County
105 W. Corpus Christi Street, Room 105
Beeville, Texas 78102
Phone: (361) 621-1573
Email: sammy.farias@co.bee.tx.us

February 1, 2024

First Vice President

DAVID L FUENTES
Commissioner, Hidalgo County
1902 Joe Stephens Avenue, Suite 101
Weslaco, Texas 78599
Phone: (956) 968-8733
Email: david.fuentes@co.hidalgo.tx.us

Re: 2024 Annual Membership Dues
South Texas County Judges and Commissioners Association

Dear Judge:

Second Vice President

PEDRO TREVINO, JR.
Judge, Jim Wells County
200 N. Almond Street, Suite 101
Alice, Texas 78332
Phone: (361) 668-5706
Email: pedro.trevino@co.jim-wells.tx.us

Enclosed is the registration form for the 2024 Annual Membership Dues to the South Texas County Judges and Commissioners Association. The annual membership dues should be paid by March 30, 2024.

The 2024 conference will be held on June 24-27, 2024 at the South Padre Island Convention Center, 7355 Padre Boulevard, South Padre Island, Texas 78597. Registration information will be forthcoming. For more information contact the V.G. Young Institute of County Government at (979) 845-4572.

Past President

JILL S. SKLAR
Judge, Jackson County
115 W. Main Street, Suite 207
Edna, Texas 77957-2733
Phone: (361) 782-2352
Email: j.sklar@co.jackson.tx.us

Please don't hesitate to call if you have any questions or concerns.

Sincerely,

David L Fuentes
Hidalgo County Commissioner
1st Vice President, STCJCA

Enclosure

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

**SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION
2024 ANNUAL MEMBERSHIP DUES**

COUNTY OF: Colorado

County Judge: Ty Prause

Email: ty.prause@co.colorado.tx.us Contact number: (979) 732-2604

Commissioner Precinct 1: Doug Wessels

Email: doug.wessels@co.colorado.tx.us Contact number: (979) 234-2071

Commissioner Precinct 2: Ryan Brandt

Email: ryan.brandt@co.colorado.tx.us Contact number: (979) 725-8416

Commissioner Precinct 3: Keith Neuendorff

Email: keith.neuendorff@co.colorado.tx.us Contact number: (979) 732-3270

Commissioner Precinct 4: Darrell Gertson

Email: darrell.gertson@co.colorado.tx.us Contact number: (979) 234-2633

Dues for Year 2024 are due by March 30, 2024

Amount: \$300.00

Please make check payable to:
South Texas County Judges and Commissioners Association

Please mail to:

South Texas County Judges and Commissioners Association
(STCJCA)
1301 Nueces Street, Suite 201
Austin, Texas 78701

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

February 12, 2024

- _18. Interlocal Cooperation Contract for Failure to Appear Program, DPS# DLD20180628 between Department of Public Safety of the State of Texas and Colorado County. (Prause)

Motion by Judge Prause to approve the Interlocal Cooperation Contract for Failure to Appear Program, DPS# DLD20180628 between Department of Public Safety of the State of Texas and 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

February 12, 2024



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

FEB 05 2024

January 29, 2024

COLORADO COUNTY COURTHOUSE
PO BOX 236
COLUMBUS, TX 78934

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

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

February 12, 2024

DPS # DLD20180628 (Revised 1/2024)

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of Colorado

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Commissioners Court of the [City or County] of Colorado (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

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

February 12, 2024

DPS # DLD20180628 (Revised 1/2024)

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

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

February 12, 2024

DPS # DLD20180628 (Revised 1/2024)

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

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

February 12, 2024

DPS # DLD20180628 (Revised 1/2024)

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: Ty Prause, County Judge	Enforcement & Compliance Service
Address: P.O. Box 236	5805 North Lamar Blvd., Bldg A
Address: Columbus, Texas 78934	Austin, Texas 78752-0001
Fax: (979) 732-9389	(512) 424-5311 [fax]
Email: ty.prause@co-colorado.tx.us	Driver.Improvement@dps.texas.gov
Phone: (979) 732-2604	(512) 424-7172

- C. **Termination.**
 Either party may terminate this Contract with 30 days' written notice.

 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

 If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.
- D. **Amendments.**

 This contract may only be amended by mutual written agreement of the Parties.
- E. **Miscellaneous.**
 1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

DocuSign Envelope ID: DE270883-22A1-40E6-B3FE-493124A31562

DPS # DLD20180628 (Revised 1/2024)

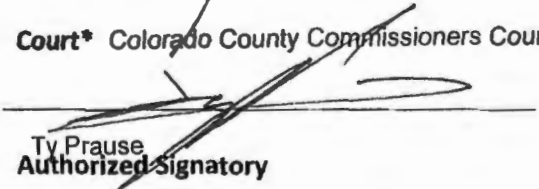
however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

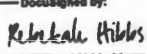
The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court* Colorado County Commissioners Court


Ty Prause
Authorized Signatory

County Judge
Title

February 12, 2024
Date

Department of Public Safety
DocuSigned by:


CF3E570888C24C3...
Driver License Division Chief or Designee

Date

Date
2/27/2024

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

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

February 12, 2024

- _19. Consent items:
- a. Racial Profiling Report from Colorado County Sheriff's Office (1/1/2023-12/31/2023).
 - b. Certificate of Course Completion for training on the Texas Public Information Act for Rebecka LaCourse, Election Administrator.
 - c. Declination to serve on salary grievance committee by Reynaldo Rodriguez and Pattie Fayette.
 - d. 2023 inventories of county owned property.
 - e. Resolutions for Senate Bill 22 Rural Law Enforcement Grant and Rural Prosecutor's Office Grant.
 - f. Ratify Open Text Quotation Number 01856258 for cloud services software.
 - g. Certificate of Liability Insurance:
 1. S B Contractors, LLC (1/20/2024-1/20/2025).
 2. Mercer Construction Company (2/1/2024-2/1/2025).

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

(See Attachment)

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

February 12, 2024



**COLORADO COUNTY SHERIFF'S OFFICE
R.H. "CURLY" WIED, SHERIFF**

**P.O. Box 607, COLUMBUS, TEXAS 78934
979-732-2388
WWW.COLORADOSO.NET**



January 25, 2024

**To: Colorado County Commissioner's Court
Annual Racial Profiling Report and Data Analysis Reports
Sheriff R. H. Wied
Prepared by: Chief Deputy Justin Lindemann**

In accordance with the Texas Code of Criminal Procedure, the Colorado County Sheriff's Office has compiled data for Racial Profiling obtained from our records management software for the reporting period of January 1, 2023, to December 31, 2023. See attached data.

The Colorado County Sheriff's Office implemented a Racial Profiling Policy on January 1, 2002, which specifically prohibits racial profiling, along with a complaint process for anyone who believes they have been the victim of racial profiling. See attached Policy.

There were no racial profiling complaints made to the Colorado County Sheriff's Office for the reporting period in 2023.

Respectfully,

**Justin Lindemann
Chief Deputy
Colorado County Sheriff's Office**

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

February 12, 2024

1 of 7

COLORADO COUNTY

01. Total Traffic Stops		1611	
02. Location of Stop			
a.	City Street	41	2.55%
b.	US Highway	566	35.13%
c.	County Road	11	0.68%
d.	State Highway	993	61.64%
e.	Private Property or Other	0	0.00%
03. Was Race known prior to Stop			
a.	NO	1610	99.94%
b.	YES	1	0.06%
04. Race or Ethnicity			
a.	Alaska/ Native American/ Indian	0	0.00%
b.	Asian/ Pacific Islander	84	5.21%
c.	Black	213	13.22%
d.	White	856	53.13%
e.	Hispanic/ Latino	458	28.43%
05. Gender:			
a.	Female	561	34.82%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	22	3.92%
	iii. Black	86	15.33%
	iv. White	307	54.72%
	v. Hispanic/ Latino	146	26.02%
b.	Male	1050	65.18%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	62	5.90%
	iii. Black	127	12.10%
	iv. White	549	52.29%
	v. Hispanic/ Latino	312	29.71%

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

February 12, 2024

2 of 7

06. Reason for Stop:

a.	Violation of Law	15	0.93%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		1	6.67%
	iii. Black		2	13.33%
	iv. White		6	40.00%
	v. Hispanic/ Latino		6	40.00%
b.	Pre-Existing Knowledge	1	0.06%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		1	100.00%
	v. Hispanic/ Latino		0	0.00%
c.	Moving Traffic Violation	1341	83.24%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		76	5.67%
	iii. Black		172	12.83%
	iv. White		711	53.02%
	v. Hispanic/ Latino		382	28.49%
d.	Vehicle Traffic Violation	254	15.77%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		7	2.76%
	iii. Black		39	15.35%
	iv. White		138	54.33%
	v. Hispanic/ Latino		70	27.56%

07. Was a Search Conducted

a.	NO	1574	97.70%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		83	5.27%
	iii. Black		209	13.28%
	iv. White		836	53.11%
	v. Hispanic/ Latino		446	28.34%
b.	YES	37	2.30%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		1	2.70%
	iii. Black		4	10.81%
	iv. White		20	54.05%
	v. Hispanic/ Latino		12	32.43%

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

February 12, 2024

3 of 7

08. Reason for Search

a.	Consent	11	0.68%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		1	9.09%
	iv. White		7	63.64%
	v. Hispanic/ Latino		3	27.27%
b.	Contraband in Plain View	1	0.06%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		1	100.00%
	v. Hispanic/ Latino		0	0.00%
c.	Probable Cause	21	1.30%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		1	4.76%
	iii. Black		3	14.29%
	iv. White		10	47.62%
	v. Hispanic/ Latino		7	33.33%
d.	Inventory	3	0.19%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		2	66.67%
	v. Hispanic/ Latino		1	33.33%
e.	Incident to Arrest	1	0.06%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		0	0.00%
	v. Hispanic/ Latino		1	100.00%

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

February 12, 2024

4 of 7

09. Was Contraband Discovered

a. YES	14	0.87%	
i. Alaska/ Native American/ Indian		0	0.00%
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
ii. Asian/ Pacific Islander		0	0.00%
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
iii. Black		0	0.00%
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
iv. White		9	64.29%
Finding resulted in arrest - YES		2	
Finding resulted in arrest - NO		7	
v. Hispanic/ Latino		5	35.71%
Finding resulted in arrest - YES		2	
Finding resulted in arrest - NO		3	
b. NO	23	1.43%	
i. Alaska/ Native American/ Indian		0	0.00%
ii. Asian/ Pacific Islander		1	4.35%
iii. Black		4	17.39%
iv. White		11	47.83%
v. Hispanic/ Latino		7	30.43%

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

February 12, 2024

10. Description of Contraband

a.	Drugs	10	0.62%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		6	60.00%
	v. Hispanic/ Latino		4	40.00%
b.	Currency	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
c.	Weapons	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
d.	Alcohol	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
e.	Stolen Property	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
f.	Other	4	0.25%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		3	75.00%
	v. Hispanic/ Latino		1	25.00%

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

February 12, 2024

6 of 7

11. Result of Stop			
a.	Verbal Warning	0	0.00%
	i. Alaska/ Native American/ Indian	0	#DIV/0!
	ii. Asian/ Pacific Islander	0	#DIV/0!
	iii. Black	0	#DIV/0!
	iv. White	0	#DIV/0!
	v. Hispanic/ Latino	0	#DIV/0!
b.	Written Warning	1062	65.92%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	38	3.58%
	iii. Black	141	13.28%
	iv. White	607	57.16%
	v. Hispanic/ Latino	276	25.99%
c.	Citation	541	33.58%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	46	8.50%
	iii. Black	72	13.31%
	iv. White	246	45.47%
	v. Hispanic/ Latino	177	32.72%
d.	Written Warning and Arrest	1	0.06%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	0	0.00%
	iii. Black	0	0.00%
	iv. White	1	100.00%
	v. Hispanic/ Latino	0	0.00%
e.	Citation and Arrest	7	0.43%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	0	0.00%
	iii. Black	0	0.00%
	iv. White	2	28.57%
	v. Hispanic/ Latino	5	71.43%
f.	Arrest	0	0.00%
	i. Alaska/ Native American/ Indian	0	#DIV/0!
	ii. Asian/ Pacific Islander	0	#DIV/0!
	iii. Black	0	#DIV/0!
	iv. White	0	#DIV/0!
	v. Hispanic/ Latino	0	#DIV/0!

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

February 12, 2024

7 of 7

12. Arrest Based On

a.	Violation of Penal Code	7	0.43%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		2	28.57%
	v. Hispanic/ Latino		5	71.43%
b.	Violation of Traffic Law	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
c.	Violation of City Ordinance	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
d.	Outstanding Warrant	1	0.06%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		1	100.00%
	v. Hispanic/ Latino		0	0.00%

13. Was Physical Force Used

a.	NO	1611	100.00%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		84	5.21%
	iii. Black		213	13.22%
	iv. White		856	53.13%
	v. Hispanic/ Latino		458	28.43%
b.	YES	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
13 b 1.	YES: Physical Force Resulting in Bodily Injury to Suspect		0	#DIV/0!
13 b 2.	YES: Physical Force Resulting in Bodily Injury to Officer		0	#DIV/0!
13 b 3.	YES: Physical Force Resulting in Bodily Injury to Both		0	#DIV/0!

14. Total Number of Racial Profiling Complaints Received

0

REPORT DATE COMPILED

1/11/2024

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

February 12, 2024

Racial Profiling Report | Full

Agency Name: COLORADO CO. SHERIFF'S OFFICE
Reporting Date: 01/11/2024
TCOLE Agency Number: 089100

Chief Administrator: R. H. CURLY WIED III

Agency Contact Information:
Phone: (979) 732-2388
Email: rhwied@co.colorado.tx.us

Mailing Address:
2215 WALNUT ST
COLUMBUS, TX 78934-5008

This Agency filed a full report

COLORADO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the COLORADO CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the COLORADO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the COLORADO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the COLORADO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the COLORADO CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The COLORADO CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

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

February 12, 2024

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JUSTIN K. LINDEMANN
Chief Deputy

Date: 01/11/2024

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

February 12, 2024

Motor Vehicle Racial Profiling Information

Total stops: 1611

Street address or approximate location of the stop

City street	41
US highway	566
County road	11
State highway	993
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	1
No	1610

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	84
Black	213
White	856
Hispanic / Latino	458

Gender

Female	561
Alaska Native / American Indian	0
Asian / Pacific Islander	22
Black	86
White	307
Hispanic / Latino	146
Male	1050
Alaska Native / American Indian	0
Asian / Pacific Islander	62
Black	127
White	549
Hispanic / Latino	312

Reason for stop?

Violation of law	15
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	6

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

February 12, 2024

Hispanic / Latino	6
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	1341
Alaska Native / American Indian	0
Asian / Pacific Islander	76
Black	172
White	711
Hispanic / Latino	382
Vehicle traffic violation	254
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	39
White	138
Hispanic / Latino	70
Was a search conducted?	
Yes	37
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	20
Hispanic / Latino	12
No	1574
Alaska Native / American Indian	0
Asian / Pacific Islander	83
Black	209
White	836
Hispanic / Latino	446
Reason for Search?	
Consent	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7

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

February 12, 2024

Hispanic / Latino	3		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Probable	21		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	3		
White	10		
Hispanic / Latino	7		
Inventory	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	2		
Hispanic / Latino	1		
Incident to arrest	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Was Contraband discovered?			
Yes	14		
		Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	9	Yes 2	No 7
Hispanic / Latino	5	Yes 2	No 3
No	23		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	4		
White	11		
Hispanic / Latino	7		

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

February 12, 2024

Description of contraband	
Drugs	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	6
Hispanic / Latino	4
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Result of the stop	
Verbal warning	0

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

February 12, 2024

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	1062
Alaska Native / American Indian	0
Asian / Pacific Islander	38
Black	141
White	607
Hispanic / Latino	276
Citation	541
Alaska Native / American Indian	0
Asian / Pacific Islander	46
Black	72
White	246
Hispanic / Latino	177
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation and arrest	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	5
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0

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

February 12, 2024

Black	0
White	2
Hispanic / Latino	5
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Was physical force resulting in bodily injury used during stop?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1611
Alaska Native / American Indian	0
Asian / Pacific Islander	84
Black	213
White	856
Hispanic / Latino	458

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

February 12, 2024

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Racial Profiling Analysis Report

COLORADO CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	1611	
02. Location of Stop:		
a. City Street	41	2.55%
b. US Highway	566	35.13%
c. County Road	11	0.68%
d. State Highway	993	61.64%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	1610	99.94%
b. YES	1	0.06%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	84	5.21%
c. Black	213	13.22%
d. White	856	53.13%
e. Hispanic/ Latino	458	28.43%
05. Gender:		
a. Female	561	34.82%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	22	1.37%
iii. Black	86	5.34%
iv. White	307	19.06%
v. Hispanic/ Latino	146	9.06%
b. Male	1050	65.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	62	3.85%
iii. Black	127	7.88%
iv. White	549	34.08%
v. Hispanic/ Latino	312	19.37%
06. Reason for Stop:		
a. Violation of Law	15	0.93%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	6.67%

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

February 12, 2024

Racial Profiling Analysis Report

iii. Black	2	13.33%
iv. White	6	40.00%
v. Hispanic/ Latino	6	40.00%
b. Pre-Existing Knowledge	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	1341	83.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	76	5.67%
iii. Black	172	12.83%
iv. White	711	53.02%
v. Hispanic/ Latino	382	28.49%
d. Vehicle Traffic Violation	254	15.77%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	7	2.76%
iii. Black	39	15.35%
iv. White	138	54.33%
v. Hispanic/ Latino	70	27.56%
07. Was a Search Conducted:		
a. NO	1574	97.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	83	5.27%
iii. Black	209	13.28%
iv. White	836	53.11%
v. Hispanic/ Latino	446	28.34%
b. YES	37	2.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.70%
iii. Black	4	10.81%
iv. White	20	54.05%
v. Hispanic/ Latino	12	32.43%
08. Reason for Search:		
a. Consent	11	0.68%

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER’S COURT REGULAR MEETING
 February 12, 2024**

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	9.09%
iv. White	7	63.64%
v. Hispanic/ Latino	3	27.27%
b. Contraband in Plain View	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	21	1.30%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	4.76%
iii. Black	3	14.29%
iv. White	10	47.62%
v. Hispanic/ Latino	7	33.33%
d. Inventory	3	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
e. Incident to Arrest	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
09. Was Contraband Discovered:		
YES	14	0.87%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	9	64.29%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	7	
v. Hispanic/ Latino	5	35.71%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	3	
b. NO	23	1.43%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	4.35%
iii. Black	4	17.39%
iv. White	11	47.83%
v. Hispanic/ Latino	7	30.43%
10. Description of Contraband:		
a. Drugs	10	0.62%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	6	60.00%
v. Hispanic/ Latino	4	40.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

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

February 12, 2024

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	4	0.25%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	1	25.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	1062	65.92%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	38	3.58%
iii. Black	141	13.28%
iv. White	607	57.16%
v. Hispanic/ Latino	276	25.99%
c. Citation	541	33.58%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	46	8.50%
iii. Black	72	13.31%
iv. White	246	45.47%
v. Hispanic/ Latino	177	32.72%
d. Written Warning and Arrest	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

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

February 12, 2024

Racial Profiling Analysis Report

e. Citation and Arrest	7	0.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	28.57%
v. Hispanic/ Latino	5	71.43%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
 12. Arrest Based On:		
a. Violation of Penal Code	7	0.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	28.57%
v. Hispanic/ Latino	5	71.43%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 February 12, 2024**


Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	1611	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	84	5.21%
iii. Black	213	13.22%
iv. White	856	53.13%
v. Hispanic/ Latino	458	28.43%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/11/2024

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

February 12, 2024

	Colorado County Sheriff's Office	
	Policy Racial Profiling	
	Effective Date: 1/1/02	Replaces:
	Approved: R. H. Wied <i>Sheriff</i>	
	Reference: Colorado County Standard	

1. Peace officers of the Colorado County Sheriff's Office are prohibited from engaging in racial profiling.
2. "Racial profiling," means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
3. "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native-American descent.
4. All peace officers of this department shall collect information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops as follows:
 - a. The race or ethnicity of the individual
 - b. Whether a search was conducted and, if so, whether the person detained consented to the search.
5. The information required in Section 4 above shall be listed on the citation if one is issued or in the offense report if one is prepared.
6. A written notice informing the public about this agency's complaint process will be posted in a prominent place at department headquarters. The notice will read as follows:

"Racial profiling is prohibited by the Colorado County Sheriff's Office. If you believe that you are a victim of racial profiling, you should submit a written complaint to the Sheriff of the Colorado County Sheriff's Office".

7. Complaints that a peace officer employed by this office has engaged in racial profiling should be filed in writing with the County Sheriff.
8. Upon written request a peace officer subject to a complaint shall be promptly provided with a copy of the recording of the occurrence on which the complaint is based.
9. Any peace officer who engages in racial profiling or fails to activate his or her video and audio equipment will be subject to corrective and/or disciplinary action.

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

February 12, 2024

10. All video and audio documentation of each traffic and pedestrian stop shall be kept for at least ninety (90) days after the date of the stop. If a complaint is filed alleging racial profiling, the video and audio record of the stop shall be maintained until final disposition.
11. Video and audio tapes shall be randomly reviewed on a monthly basis by the County Sheriff or his designate to determine compliance with this policy.
12. The Department will file an annual report with Commissioners' Court on or before March 1st detailing the information collected under Section 4 above.
13. This policy goes into effect on January 1, 2002.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Rebecka LaCourse**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 22nd of January, 2024.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
Email: ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

January 9, 2024

PLEASE RETURN

Mr. Reynaldo Rodriguez
115 Milentz Street
Columbus, Texas 78934

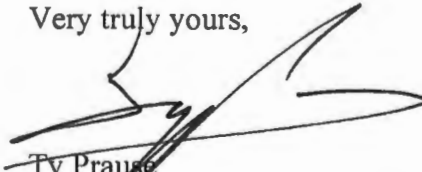
Dear Mr. Rodriguez:

The law requires that the Commissioners Court officially organize a Salary Grievance Committee, whose job it is to consider a grievance of a county elected official with respect to the salary set for that official by the Commissioners Court. The Salary Grievance Committee is composed of the six county-wide elected officials and three public members drawn from the list of Grand Jurors that served in the county during the preceding calendar year. **Public members must be residents of the county.** Your name was drawn from that list of Grand Jurors at the Commissioners Court meeting on January 8, 2024.

The only time this committee can be called upon to serve would be immediately following the adoption of the County Budget, which will occur in September. However, I do not expect an elected official to ask for the committee to meet.

Please initial at the bottom of this letter whether you agree to serve or decline to serve, and return this letter in the enclosed envelope.

Very truly yours,



Ty Prause
Colorado County Judge

TP:sam
Enclosure

I agree to serve _____

I decline to serve R.R.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
Email: ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

January 9, 2024

PLEASE RETURN

Ms. Pattie Fayette
1051 County Road 150
Columbus, Texas 78934

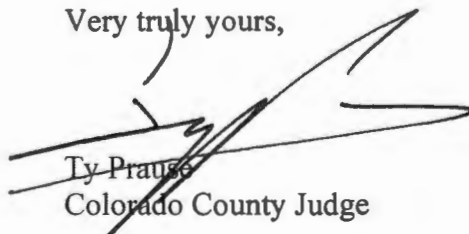
Dear Ms. Fayette:

The law requires that the Commissioners Court officially organize a Salary Grievance Committee, whose job it is to consider a grievance of a county elected official with respect to the salary set for that official by the Commissioners Court. The Salary Grievance Committee is composed of the six county-wide elected officials and three public members drawn from the list of Grand Jurors that served in the county during the preceding calendar year. **Public members must be residents of the county.** Your name was drawn from that list of Grand Jurors at the Commissioners Court meeting on January 8, 2024.

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Very truly yours,



Ty Prause
Colorado County Judge

TP:sam
Enclosure

I agree to serve _____

I decline to serve P.F.

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

February 12, 2024

**COUNTY INVENTORIES
2023**

*All inventories
turned in
except ELPD
#45*

<u>PAGE</u>	<u>DEPARTMENT</u>	<u>DEPARTMENT HEAD</u>
✓ <u>1</u>	9-1-1	Caleb Tello
✓ <u>2</u>	Robert R. Wells Jr. Airport	Josh Guthmann
✓ <u>3</u>	Beason Park	Keith Neuendorff
✓ <u>4</u>	Constable #1	Richard Lacourse
✓ <u>5</u>	Constable #2	Lonnie Hinze
✓ <u>6</u>	Constable #3	Ivan Menke
✓ <u>7</u>	Constable #4	Darrell Stancik
✓ <u>8</u>	County Attorney	Jay Johannes
✓ <u>9</u>	County Auditor	Michelle Lowrance
✓ <u>10</u>	Human Resources	Cheri Tello
✓ <u>11</u>	County Clerk	Kimberly Menke
✓ <u>12</u>	County Judge	Ty Prause
✓ <u>13</u>	County Treasurer	Joyce Guthmann
✓ <u>14</u>	Courthouse	Josh Guthmann
✓ <u>15</u>	Courthouse Annex	Josh Guthmann
✓ <u>16</u>	Courthouse Maintenance	Josh Guthmann
✓ <u>17</u>	District Clerk	Valerie Harmon
✓ <u>18</u>	District Courtroom	Valerie Harmon
✓ <u>19</u>	D.P.S.	Richard Krenek
✓ <u>20</u>	EMC	Charles Rogers

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

✓ <u>21</u>	EMS	Michael Furrh
✓ <u>22</u>	County Extension Agents	Laramie Kettler
✓ <u>23</u>	Indigent Health Care	Alyssa Marsalia
✓ <u>24</u>	IT	Charles Schneider
✓ <u>25</u>	IT Storage	Charles Schneider
✓ <u>26</u>	Jail	R. H. "Curly" Wied
✓ <u>27</u>	J. P. #1	Billy Hefner
✓ <u>28</u>	J. P. #2	Boe Reeves
✓ <u>29</u>	J. P. #3	Don Clark
✓ <u>30</u>	J. P. #4	Stan Warfield
✓ <u>31</u>	Commissioner #1	Doug Wessels
✓ <u>32</u>	Commissioner #2	Ryan Brandt
✓ <u>33</u>	Commissioner #3	Keith Neuendorff
✓ <u>34</u>	Commissioner #4	Darrell Gertson
✓ <u>35</u>	Live Oak Art Center	April Ehlers
✓ <u>36</u>	Probation Department	Roderick James
✓ <u>37</u>	Public Defender	Rebecca Mayo
✓ <u>38</u>	Rice Medical Center	Michael Donnelly
✓ <u>39</u>	Septic/Floodplain	Richard Wessels
✓ <u>40</u>	Sheriff	R. H. "Curly" Wied
✓ <u>41</u>	Tax Assessor Collector	Erica Kollaja
✓ <u>42</u>	Elections	Rebecka LaCourse
✓ <u>43</u>	Veterans Service Officer	Charlotte Alger

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

February 12, 2024

✓ <u>44</u>	Columbus Police Department	Milton "Skip" Edman
<u>45</u>	Eagle Lake Police Department	Donald Chaney - <i>not returned</i>
✓ <u>46</u>	Weimar Police Department	Mark Jameson
✓ <u>47</u>	Columbus VFD	Dusty Dittmar
✓ <u>48</u>	Garwood VFD	Todd Krenek
✓ <u>49</u>	Rock Island VFD	Greg Buzek
✓ <u>50</u>	Weimar VFD	David Brandt
✓ <u>51</u>	Oakland VFD	Mike Boom
✓ <u>52</u>	Oakridge VFD	Wayne Wolfford
✓ <u>53</u>	Sheridan VFD	Jason Pausewang
✓ <u>54</u>	Bernardo VFD	Eric Weyand
✓ <u>55</u>	Frelsburg VFD	Dennis Ricicar
✓ <u>56</u>	Eagle Lake VFD	Darrell Stancik

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Resolution

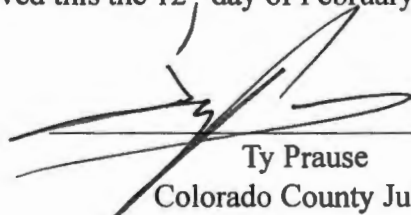
WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT finds it in the best interest of the citizens of COLORADO COUNTY to make application for and accept funding from the State of Texas Comptroller's office for the Rural Law Enforcement Grant (SB22) to be operated for the 2024 Fiscal Year; and

WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT agrees that in the event of loss or misuse of these funds, Colorado County Commissioners Court assures that the funds will be returned to the State of Texas Comptroller's Office in full; and

WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS approves submission of the grant application for the Rural Law Enforcement Grant (SB22) to the State of Texas Comptroller's Office.

Passed and approved this the 12th day of February 2024.



Ty Prause
Colorado County Judge



Doug Wessels, Commissioner Pct. 1



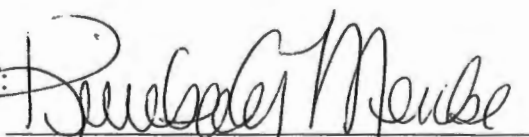
Ryan Brandt, Commissioner Pct. 2



Keith Neuendorff, Commissioner Pct. 3



Darrell Gertson, Commissioner Pct. 4

ATTEST: 

Kimberly Menke, County Clerk



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

February 12, 2024

Resolution

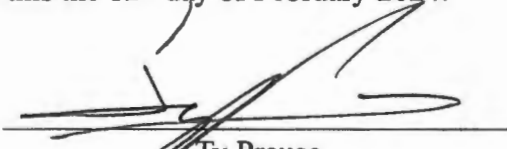
WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT finds it in the best interest of the citizens of COLORADO COUNTY to make application for and accept funding from the State of Texas Comptroller's office for the Rural Prosecutor's Office Grant (SB22) to be operated for the 2024 Fiscal Year; and

WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT agrees that in the event of loss or misuse of these funds, Colorado County Commissioners Court assures that the funds will be returned to the State of Texas Comptroller's Office in full; and

WHEREAS, the COLORADO COUNTY COMMISSIONERS COURT designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

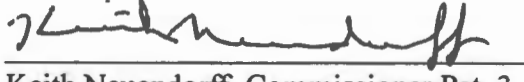
NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS approves submission of the grant application for the Rural Prosecutor's Office Grant (SB22) to the State of Texas Comptroller's Office.

Passed and approved this the 12th day of February 2024.

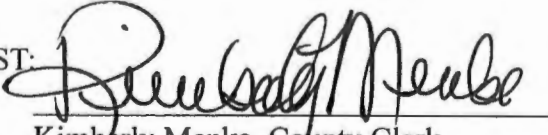

Ty Prause
Colorado County Judge


Doug Wessels, Commissioner Pct. 1


Ryan Brandt, Commissioner Pct. 2


Keith Neuendorff, Commissioner Pct. 3


Darrell Gertson, Commissioner Pct. 4

ATTEST: 
Kimberly Menke, County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



QUOTATION

Quotation Reference Number: 01856258

Date (yyyy/mm/dd): 2024/01/23

Page: 1 of 2

To Colorado County, Texas
318 Spring St Ste 104
Columbus TX 78934-2465
United States
Attention Charles Schneider
Title
Office 979-484-2591
Mobile
Fax
Email charles.schneider@co.colora
do.tx.us
Ship to Email charles.schneider@co.colora
do.tx.us

From Open Text Inc
2440 Sand Hill Road
Menlo Park CA 94025
United States
Contact Timothy Wills
Title Account Executive
Office (305) 448-0009
Mobile
Fax
Email twills@opentext.com

Currency USD
Contract Term 36 Months

Item	SKU / Product Name	New	Unit of Measure / Quantity	Hosting Model	Selling Price Per Unit	Monthly Rate	1st Year Net Price	Contract Net Price
1	1000055355 XM Cloud Prepaid 18,000 Credits - 3 years <small>List Price per Unit: 2,399.00</small>		1		2,399.00		2399.00	2,399.00
Sub-Total					USD	0.00	2399.00	2,399.00
Grand Total (Before Taxes)					USD			2,399.00

Shipping and Freight charges may be applied to your invoice if you have not provided OpenText with preferred carrier details

Notes
To be clear, the XM SendSecure and XM Fax cloud services are governed by the Open Text Cloud General Terms and Conditions Multitenant Services available at <https://www.opentext.com/agreements>, as supplemented and amended by the XM Fax and XM SendSecure Cloud Services Appendix to the Open Text Cloud General Terms and Conditions, as provided with and/or attached to this Quotation or found at the same link.

Open Text Quote numbers must be referenced on all Purchase Orders.
All Quotes & PO's with a signature line must be signed.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

February 12, 2024



QUOTATION

Quotation Reference Number: 01856258

Date (yyyy/mm/dd): 2024/01/23

Page: 2 of 2

Quotation Terms & Conditions:

Expiration Date (yyyy/mm/dd) 2024/02/21
Payment Terms Net 30
Shipping Information FOB Shipping Point
Government Agreement Number N/A
Taxes Not Included

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The purchase and use of third party software licenses (i.e. software licenses granted by parties other than OpenText) set out in this quotation which are being resold by OpenText are governed by the software license terms which accompany such third party software, and such terms represent an agreement between the third party and the customer/licensee (OpenText is not a party to such terms).

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The purchase and provision of professional or consulting services set out in this quotation are governed by the services agreement signed by the parties, or in the absence of such signed agreement, the terms of the OpenText Professional Services Programs Agreement (available at www.opentext.com/agreements) which is effective as of the date of this quotation.

The provision and use of Cloud Services are governed by the Open Text Cloud General Terms of Service available at www.opentext.com/agreements.

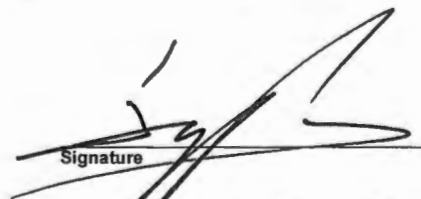
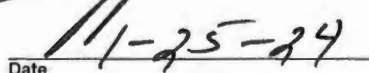
The purchase and use of hardware set out in this quotation is governed exclusively by the terms and conditions which accompany such hardware, and OpenText disclaims all warranties and liability in respect of the purchase, sale, and/or use of such hardware.

In the event you require a purchase order or any other document to be issued in connection with your acceptance of this Quotation, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Open Text acknowledges or issues an invoice after receiving the purchase order. By signing this Quotation or accepting it by email or by issuing a purchase order for the amount set forth above, or by paying such amount you have entered into a valid and binding agreement for the provision of software licenses and maintenance and support services, services or hardware on the terms and fees set out herein.

This quotation contains subscriptions to products or services which shall automatically renew at the end of the term. The renewal term will be the same length of time as the initial term, unless prohibited by applicable law or otherwise agreed in writing by OpenText. Any discounts shown above may not apply to any renewal term.

To accept this proposal, please sign below and return.

Accepted By Charles Schneider
Title
Company Colorado County, Texas


Signature

Date

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

February 12, 2024



**OpenText Cloud
General Terms and Conditions ("GTC")
Multitenant Services**

These OpenText Cloud General Terms and Conditions ("GTC") apply to the Services and will be binding on Customer and OT when OT makes any Services available for Customer's use. The term "OT" means Open Text Corporation or the Open Text entity providing the Service. By using the Services, you automatically agree to these GTC. If you use or access the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that company or other legal entity to these GTC. If you do not agree to these GTC, you should not use the Service.

1. DEFINITIONS.

- 1.1 **"Affiliate"** means any entity, directly or indirectly controlled by, controlling, or under common control with a party to the Agreement. If an entity ceases to meet these criteria, it shall cease to be an Affiliate under these GTC.
- 1.2 **"Agreement"** means the Order, these GTC and any other documents incorporated pursuant to the Order.
- 1.3 **"Applicable Taxes"** means the sales, use, consumption, goods and services, and value-added taxes applicable to the Services or Client Side Software, except taxes imposed on OT's income.
- 1.4 **"AUP"** means OT's Cloud Services Acceptable Use Policy available at www.opentext.com/agreements or upon request from OT.
- 1.5 **"Authorized User"** means any employee or contractor of Customer or other individual or entity who are authorized by Customer to access and use the Services or who use the Services under Customer's account. Authorized Users will be identified by Customer to OT.
- 1.6 **"Client Side Software"** means a specific piece of software that OT may permit Customer to download for use in conjunction with the Services.
- 1.7 **"Cloud Services"** means the products and services provided by OT under the Agreement and delivered online using cloud computing technology, as described in the Order or Documentation. Cloud Services may also include the use of Client Side Software on a subscription basis.
- 1.8 **"Confidential Information"** means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") which: (i) is marked as proprietary by the Disclosing Party; or (ii) the Receiving Party should reasonably understand to be confidential. Confidential Information does not include information that: (a) is independently developed by the Receiving Party, without reference to the Disclosing Party's Confidential Information; (b) is already in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is Content; or (d) is or becomes publicly available other than through violation of the Agreement.
- 1.9 **"Content"** means Customer's data uploaded, generated, stored, or transmitted by Customer to OT, as a part of Customer's use of the Services.
- 1.10 **"Covered Country"** means each contracting party to The Patent Cooperation Treaty (currently published at <http://www.wipo.int/pct/en/>).
- 1.11 **"Customer"** means the OT customer that is referenced on the Order.
- 1.12 **"Documentation"** means all written, electronic, online, and other documentation provided or made available by OT to Customer under the Agreement relating to the Cloud Services.
- 1.13 **"Evaluation Services"** means the Services offered by OT under these GTC and which are provided on a limited-use basis before Customer decides to purchase.
- 1.14 **"Infringement Claim"** means claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement by the Services or Client Side Software of a third party's patent, copyright, or trade secret.
- 1.15 **"No Fee Services"** means the Services offered by OT under these GTC for which OT does not charge Customer a fee.
- 1.16 **"Order"** means the order for Services accepted by both parties which references these GTC.
- 1.17 **"Services"** means the Cloud Services which OT provides to Customer pursuant to the Agreement.
- 1.18 **"Support"** means the operational and technical support services applicable to the Services, as defined in the Order.
2. **TERM.** The Agreement will be effective on the date the Agreement is accepted by the parties and continue until the end of the period referenced in the Order. Renewals of the Agreement term shall be as set forth in the Order.

3. SERVICES.

- 3.1 OT will provide the Services to Customer pursuant to these GTC, the Order, and other documents referenced in the Order.
- 3.2 As reasonably necessary to reflect changes in its business, technology and service offerings, OT may change its rules of operation, access procedures, software, the Services or the Documentation. OT will provide notice of changes by posting

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

February 12, 2024

information concerning the changes via email or by notification directly through the Services (e.g., on a Services login page or customer portal). If a change has a material adverse effect on Customer's use of the affected Services, OT will: (i) give reasonable advance written notice identifying the reason for the change and the expected impact prior to implementing such change; and (ii) consult with Customer to identify ways to mitigate the impact of any such change.

3.3 With regard to Client Side Software, if provided, Customer may use Client Side Software for the sole purpose of facilitating Customer's use of the Services.

3.4 Customer acknowledges that: (i) Client Side Software may include additional terms, as notified to Customer or its Authorized Users at the time of installation or use of the Client Side Software; and (ii) access to and use of any OT third party vendor's software as part of the Services may be subject to Customer agreeing to third party terms applicable to such software.

3.5 Some of the Services or Client Side Software may be designed to upload, download and synchronize files between Customer's computer or other devices and OT servers. By using the Services, Customer grants OT permission to access Customer's computer or other devices for the purpose of providing the Services.

3.6 When Customer's right to receive and use the Services terminates, Customer's rights to access and use (i) Client Side Software, and (ii) any OT third party vendor's software provided under the Services, shall also terminate. Upon such termination, Customer must (a) immediately destroy all copies of the Client Side Software and any OT third party vendor's software, and (b) immediately and, upon OT request, provide OT with written certification of such destruction.

4. CUSTOMER RESPONSIBILITIES.

4.1 Customer is responsible for: (i) obtaining, installing, and maintaining the equipment, communication lines and support services necessary to access the Services; and (ii) ensuring that its Internet or telecommunications connections (if applicable), hardware, devices and software are secure and compatible with the Services. If Customer elects to use a third party contractor to perform work interfacing with the Services, such work shall be subject to OT's prior written consent. Customer is solely responsible for any work performed by, and any acts or omissions of, such third party contractor.

4.2 Use of the Services may require Customer to create an administrator account for a Customer administrator. The Services may enable the Customer administrator to provision and register Customer's Authorized Users to access and use the Services. In addition, Authorized Users may need to individually register with OT to use the Services. Customer is responsible for keeping Authorized User registration information accurate, complete and up to date.

4.3 Customer shall be responsible for: (i) acts or omissions by its Authorized Users; (ii) maintaining the confidentiality of access credentials (including usernames, passwords, and keys) used by Customer or its Authorized Users; (iii) ensuring compliance with the Agreement by each Authorized User, including compliance with OT's AUP; and (iv) ensuring compliance with applicable local, state and national laws and regulations in connection with the use of the Services, including those related to export compliance, data privacy, international communications and the transmission of data. OT may suspend the Services without liability to OT in order to comply with applicable law, or to prevent damage to OT or its other customers. Upon written notice to Customer, OT may require Customer's assistance in verifying usage of the Services in compliance with the terms of the Agreement.

5. RESTRICTIONS ON USE.

5.1 Customer will only use the Services for Customer's internal business purposes. Only Customer's Authorized Users may access and use the Services.

5.2 Customer shall not: (i) resell the Services to third parties without OT's prior express written agreement; (ii) create multiple free accounts under different or fake identities or otherwise that enables Customer to exceed the usage limits associated with the Service; (iii) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of the Services done by or on behalf of Customer; or (iv) modify, reverse engineer, decompile or otherwise attempt to discover the source code of Client Side Software or any of OT's or its third party vendor's software that are included in the Services.

5.3 Customer: (i) does not have any rights to Client Side Software or to any of OT's or its third party vendors' software that are included in the Services, other than the use and access thereof as part of receiving the Services; and (ii) does not receive any title, license, rights or ownership in or to any of the foregoing.

6. INTELLECTUAL PROPERTY; CONTENT.

6.1 OT alone owns all right, title and interest, including all related intellectual property rights, in and to (i) the Services, (ii) the Documentation, (iii) Client Side Software, and (iv) any suggestions, ideas, requests, feedback, recommendations or other information provided by Customer or any other party relating to the foregoing, and OT reserves all rights to use, modify and allow others to use such materials. OT grants Customer a nonexclusive and non-transferable right to use such materials in connection with the Services. Customer may not remove OT's copyright or other proprietary notices from the Documentation or any part of the Services.

6.2 As between Customer and OT, Content belongs to Customer, and OT makes no claim to any right of ownership in the Content. Customer represents and warrants to OT that Customer is the owner of all rights to the Content, or that Customer has the right to reproduce, distribute and transfer the Content for the purposes of the Agreement.

6.3 OT will store and safeguard Content in accordance with the administrative, technical, and physical security controls and procedures as defined in the Agreement. Customer may not create or transmit Content that imposes a greater obligation on OT than as expressly set forth in the Agreement.

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

February 12, 2024

6.4 Customer remains solely responsible for the Content and for ensuring that the Content complies with the Agreement and with all legal and regulatory obligations applicable to the Content. Only to the extent necessary for OT to perform its obligations under the Agreement, Customer grants OT the right to use, copy, process, rename, publish or display Content, and OT may monitor, modify, screen, pre-screen or delete the Content, provided any such deletion or substantial modification of Content shall only be carried out by OT with Customer's consent or direction. Notwithstanding the foregoing, if any portion of the Content contains material that is harmful to OT's systems or the Content (for example a virus), OT reserves the right to act without Customer's consent to protect OT's systems and the Content.

6.5 With respect to Content, any applicable data retention period and/or any data return service provided with the Services, as well as any fees payable by Customer therefor, will be specified in the Agreement. OT shall have no obligation to retain or delete Content or to return Content to Customer except as provided in the Agreement. For Evaluation Services or No Fee Services, Content may be deleted by OT immediately without any retention period or notice.

6.6 Provided Customer is not in material breach of the Agreement and is current with payment obligations, and subject to the requirements of the Services, Customer may access or delete Content at any time prior to the expiration or termination of the Agreement term. When an Agreement term expires or terminates, Content that Customer has not previously deleted or removed will be retained for at least 30 days. Customer remains responsible for all storage and other applicable charges during this retention period. Unless otherwise stated in the Agreement, OT may delete all Content contained on primary (*i.e.*, non-backup) storage, after 30 days following the expiration or termination of the Agreement term. Following termination, OT may retain Content on backup media for an additional period of up to 12 months, or longer if required by law, subject to the confidentiality obligations under these GTC.

6.7 Customer will be responsible for the correctness and completeness of any programs, files, data, or other materials to be provided to OT for use in the provision of Services. Customer shall ensure that OT has the right to use such materials for the purpose of performing its obligations under the Agreement.

7. DATA PROTECTION.

7.1 OT will provide the Services in accordance with privacy and data protection laws, to the extent applicable to OT. OT's Privacy Policy is located at <http://www.opentext.com/who-we-are/copyright-information/site-privacy>.

7.2 To the extent that OT processes personal data on behalf of Customer in performing the Services: (i) OT shall implement reasonable and appropriate technical and organizational measures designed to protect personal data against unauthorized or unlawful processing; (ii) OT shall not collect, sell or use such personal data except as necessary to perform the Services, or as otherwise permitted by the applicable laws; and (iii) where an individual submits a verifiable request to OT to exercise their privacy rights relating to their personal data in respect of a named Customer, OT shall forward these requests to the named Customer's email address on file with OT as soon as reasonably practicable.

7.3 OT may employ its Affiliates and third parties worldwide in the performance of the Services, provided that OT shall remain primarily responsible to Customer.

7.4 To the extent that OT requires personal data to provide the Services, Customer will provide personal data only to the extent reasonably required. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, as well as complying with its obligations under this Agreement or otherwise required by law.

8. TERMINATION OF THE AGREEMENT.

8.1 For cause; Evaluation and No Fee Services. A party may terminate the Agreement for material breach by the other party if the other party fails to cure such breach within 30 days after written notice. For material breaches relating to the rights granted or restrictions in Sections 4 (CUSTOMER RESPONSIBILITIES), 5 (RESTRICTIONS ON USE) or 13 (CONFIDENTIALITY), no such cure period will be granted and such termination may be immediate. Except in the event of a material breach or as specifically provided in these GTC or an Order, neither party will be permitted to terminate the Agreement prior to the end of the term set forth in the Order or any mutually agreed renewal term applicable thereto. Either party may terminate the Agreement and any Services at any time with respect to Evaluation Services or No Fee Services by giving at least thirty (30) days' written notice. OT reserves the right to terminate and delete any Customer Content related to Evaluation Services or No Fee Services if Customer has not accessed the Service for 12 or more consecutive months.

8.2 Actions upon termination. Upon any termination of the Agreement, Customer will immediately either deliver to OT or destroy all copies of (i) Documentation, (ii) Client Side Software, and (iii) any of OT's third party vendor's software that is included in the Services, which are in Customer's possession or control.

8.3 Survival. The following provisions of these GTC shall survive termination or expiration of the Agreement Sections: 5 (RESTRICTIONS ON USE); 6 (INTELLECTUAL PROPERTY; CONTENT); 9 (FEES, PAYMENT AND TAXES); 10 (WARRANTIES); 11 (INFRINGEMENT INDEMNITY); 12 (LIMITATION OF LIABILITY); 13 (CONFIDENTIALITY); and any provisions that by their nature should survive termination.

9. FEES, PAYMENT AND TAXES.

9.1 Customer shall pay OT the fees and charges specified in the Order including any applicable overage charges. Fees are exclusive of any Applicable Taxes or import duties due as a result of amounts paid to OT or the performance of the Services. OT may offer: (i) different categories of paid subscriptions to the Services; (ii) subscriptions for Evaluation Services; and (iii) subscriptions for No Fee Services.

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

February 12, 2024

9.2 OT will submit invoices against the Order for ongoing provision of the Services.

9.3 The fees and charges are subject to a three percent (3%) increase which will be applied annually during the initial committed term (as set forth in the Order), and during each subsequent renewal term on the anniversary of the date on which such fees and charges came into effect.

9.4 Payments are due 30 days from the date of invoice. Invoices shall be issued as set forth in the Order. Fees and other charges owed by Customer not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. Customer shall bear all of OT's costs of collection of overdue fees, including reasonable attorneys' fees.

9.5 If an invoice remains unpaid following at least 10 days written notice by OT, OT may (reserving all other legal remedies and rights) suspend the Services or, following 30 days written notice by OT, terminate the Agreement.

9.6 If OT is unable to charge Customer's payment method (e.g., due to the expiration of a credit card), Customer is still obliged to pay OT the amounts to which Customer has committed under the Agreement. All fees are non-refundable. Customer is solely responsible for any fees imposed by its credit card company, including exchange rate or foreign transaction fees.

10. WARRANTIES.

10.1 OT warrants that the Services will be rendered in a professional and workmanlike manner and will function, in all material respects, in conformance with the Order.

10.2 EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES, SOFTWARE, DELIVERABLES AND DOCUMENTATION ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. OT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS CONTENT OR OPERATIONS WHICH COULD BE CAUSED BY SERVICES DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS.

10.3 If Customer chooses to use any Evaluation Services or No Fee Services, Customer may do so only: (i) subject to the limitations defined for such Services; and (ii) if applicable, to evaluate functionality, performance, compatibility and reliability during the specified period. In connection with such use, Customer specifically agrees that: (a) Evaluation Services and No Fee Services are provided "AS-IS" and without support; and (b) any security, compliance, service level, and privacy commitments made by OT in connection with the Agreement are not applicable to Evaluation Services or No Fee Services.

11. INFRINGEMENT INDEMNITY.

11.1 Provided Customer is not in material breach of the Agreement and is current with payment obligations, OT will defend Customer from any Infringement Claim, to the extent it arises solely from Customer's use of the Services in accordance with the provisions of the Agreement. This defense will not apply to an Infringement Claim to the extent caused by: (i) modification of the Services by any party other than OT; or (ii) the combination or use of the Services with software, hardware, firmware, data, or technology not provided by OT to Customer. As to any such Infringement Claim referenced under the preceding items (i) or (ii), OT assumes no liability for infringement and Customer will hold OT harmless against any infringement claims arising therefrom. OT will not defend, indemnify or hold harmless a Customer from any Claims or other liabilities, damages or losses arising in connection with any Evaluation Services or No Fee Services.

11.2 OT's obligations in this Section are conditioned upon: (i) Customer notifying OT in writing within 10 days of Customer becoming aware of an Infringement Claim; (ii) Customer not making an admission against OT's interests; (iii) Customer not agreeing to any settlement of an Infringement Claim without the prior written consent of OT; (iv) Customer providing reasonable assistance to OT in connection with the defense, litigation, and settlement by OT of the Infringement Claim; and (v) OT's sole control over legal counsel, litigation and settlement of each Infringement Claim. OT will indemnify Customer from any judgment finally awarded, or in settlement of, any Infringement Claim where all the conditions of this Section are satisfied.

11.3 If the Services become, or in OT's opinion may become, the subject of an Infringement Claim, OT will, at no expense to Customer: (i) obtain a right for Customer to continue using the Services; (ii) modify the Services so they become non-infringing but still provide substantially the same functionality as the infringing Services; or (iii) terminate the Services and refund the unused portion of any prepaid fees received by OT from Customer. OT's entire liability and Customer's sole and exclusive remedy with respect to any Infringement Claim shall be limited to the remedies set forth in this Section 11.

11.4 Customer shall defend, indemnify and hold harmless OT, its affiliates, directors and employees from any damages, losses, claims and expenses arising from any claim or other legal action related to: (i) Content which OT uses, processes and/or manages in connection with the Services; (ii) Customer's or any Authorized User's use of the Services; (iii) Customer's or any Authorized User's breach of these GTC; and (iv) Customer's or any Authorized User's breach of the AUP.

12. LIMITATION OF LIABILITY.

12.1 EXCLUSION OF DAMAGES. OT AND ITS AFFILIATES ARE NOT LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, OR REPROCUREMENT AMOUNT; OR (C) FORCE MAJEURE UNDER SECTION 14.9 BELOW.

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

February 12, 2024

12.2 LIMITATION OF LIABILITY. THE LIABILITY OF OT AND ITS AFFILIATES WILL NOT EXCEED, IN THE AGGREGATE: (A) 50% OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO CUSTOMER UNDER THE AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE OCCURRENCE OF THE APPLICABLE CLAIM; AND (B) A MAXIMUM AMOUNT FOR ALL CLAIMS DURING THE TERM OF THE AGREEMENT OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO CUSTOMER DURING THE 12 MONTH PERIOD PRECEDING THE MOST RECENT EVENT WHICH IS THE CAUSE OF LIABILITY UNDER THE AGREEMENT. WITH RESPECT TO EVALUATION SERVICES AND NO FEE SERVICES AND RELATED SOFTWARE, NEITHER OT NOR OT'S SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES WILL BE LIABLE FOR DIRECT DAMAGES.

12.3 DISCLAIMER. THE LIMITATIONS IN THIS SECTION APPLY IN REGARD TO ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, IN TORT, EQUITY, AT LAW, STRICT PRODUCT LIABILITY, OR OTHERWISE, INCLUDING CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, REGARDLESS OF THE FORM OF ACTION, EVEN IF: (A) OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION; (B) SUCH DAMAGES WERE FORESEEABLE; OR (C) CUSTOMER'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION 12 IS LIMITED BY LAW, THE LIABILITY OF OT AND ITS AFFILIATES WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE REMEDIES SPECIFIED IN THE AGREEMENT ARE EXCLUSIVE.

13. CONFIDENTIALITY. Each Disclosing Party may disclose to the Receiving Party Confidential Information pursuant to the Agreement. Each Receiving Party agrees, for the term of the Agreement and for three (3) years after such term, to hold Disclosing Party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than to Affiliates and to professional advisers who are bound by appropriate written obligations of confidentiality) unless authorized to do so by Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each Receiving Party agrees to take reasonable steps to protect Disclosing Party's Confidential Information from being disclosed, distributed or used in violation of the provisions of this Section. The foregoing prohibition on disclosure of Confidential Information shall not apply to any information that: (i) is or becomes a part of the public domain through no act or omission of Receiving Party; (ii) was in Receiving Party's lawful possession without confidentiality obligation prior to the disclosure and had not been obtained by Receiving Party either directly or indirectly from Disclosing Party; (iii) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure; (iv) is independently developed by Receiving Party or its employees or agents without use of Disclosing Party's Confidential Information; or (v) is required to be disclosed by Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that Receiving Party promptly notifies Disclosing Party (where lawfully permitted to do so) so that Disclosing Party may intervene to contest such disclosure requirement and/or seek a protective order or waive compliance with this Section. Each Receiving Party is responsible for any actions of its Affiliates, employees and agents in breach of this Section.

14. MISCELLANEOUS.

14.1 Authority. If an individual uses or accesses the Services on behalf of a company or other legal entity, that individual represents that they have the authority to bind that company or other legal entity to these GTC. If such company or other legal entity does not agree with these GTC, the Services should not be used on its behalf.

14.2 Entire agreement and order of precedence. The Agreement represents the entire agreement of the parties, and supersedes any prior or current understandings, whether written or oral with respect to the subject matter of the Agreement. In the event of a conflict between the components of the Agreement, the Order will prevail over these GTC.

14.3 Amendment, waiver. Any amendment of the Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver constitutes a waiver of any prior or subsequent breach.

14.4 Governing law, time limit. The Agreement is governed by the laws of the State of Delaware, U.S.A. without reference to its choice or conflicts of law rules. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Delaware for any claim relating to the Agreement. No action, regardless of form, arising from the Agreement or any Services provided or to be provided hereunder may be brought by either party more than two (2) years after the cause of action has accrued, except that an action for non-payment may be brought at any time.

14.5 Relationship of the parties. The relationship of the Parties created by the Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party is authorized to make any representation, contract or commitment on behalf of the other party. The establishment of the terms of any commercial or legal relationship between Customer and any third party by means of the use of the Services provided hereunder is the sole responsibility of Customer. The provision of such Services by OT will not be interpreted as conferring any authority or responsibility on OT with respect to such relationships or the establishment, continuation or binding effect of such terms.

14.6 Services Statistics. Customer agrees that OT may gather and utilize statistical information gathered in connection with the Services and the data processed by the Services (the "Services Statistics"), however, OT will only utilize the Services Statistics: (i) in a manner that will not identify Customer as the source thereof; (ii) in a form where the data is anonymized; and (iii) in compliance with all applicable laws and regulations.

14.7 Assignment. There are no third-party beneficiaries to the Agreement. Customer may not assign or otherwise transfer any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of OT. Any assignment in

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

breach of this Section is null and void. Except to the extent identified in this Section, the Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

14.8 Export laws. The Services (which for purposes of this Section include any Client Side Software, Documentation and technical data stored or transmitted via the Services) may be subject to export control laws of the United States or other countries. Customer agrees to comply strictly with all applicable export regulations, including, but not limited to (i) the Export Administration Regulations maintained by the U.S. Department of Commerce, and (ii) the trade and economic sanctions maintained by the U.S. Department of Treasury Office of Foreign Assets Control, and will not allow use of the Services in a manner that breaches or facilitates the breach of such regulations. Customer has the responsibility to obtain any licenses required to export, re-export, or import the Services, including deemed exports. The Services shall not be used by anyone: (a) located in U.S. embargoed countries or by any Foreign National of a U.S. embargoed country; or (b) included on the U.S. Treasury Department's list of Specially Designated Nationals; or (c) the U.S. Department of Commerce's Denied Persons or Entity List. By using the Services, Customer represents and warrants that neither Customer nor any person provided access to the Service by Customer is located in any such country or on any such list.

14.9 Force Majeure. OT does not control the flow of data to or from the Services. Rather, such flow depends in large part on the performance of Internet services and technology provided or controlled by third parties and the public Internet infrastructure, as well as on other events beyond OT's control. At times, the action or inaction of parties or systems not controlled by OT or other events beyond OT's control can impair, disrupt or delay OT's ability to provide the Services or Customer's ability to access the Services. Notwithstanding anything to the contrary in the Agreement, OT disclaims, and Customer shall not hold OT responsible for, any and all liability resulting from or related to such actions or events, including acts of God, acts of governmental authority, unavailability of third party communication facilities or energy sources, fires, transportation delays, or any cause beyond the reasonable control of OT (collectively "Force Majeure").

14.10 U.S. Government End Users – Restricted Rights Legend. The Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

14.11 Notices. All notices must be in writing and given by nationally recognized courier service, or electronic transmission and addressed to the law department at the address specified in the Order (as updated from time to time by either party giving notice to the other in writing) and will be effective upon receipt.

14.12 Publicity. OT may include Customer's name in a list of OT customers, whether online or in promotional materials.

14.13 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

14.14 Governing language. The Agreement shall be prepared and interpreted in the English language. Any translation of the Agreement into another language is for the purpose of convenience only. Any inconsistency arising due to translation into another language or a difference of interpretation between two or more languages, will be resolved in favor of the English language version.

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

February 12, 2024

**XM Fax and XM SendSecure Cloud Services Appendix
to the Open Text Cloud General Terms and Conditions Multitenant Services**

The following shall amend and supplement the terms of the Open Text Cloud General Terms of and Conditions Multitenant Services available at www.opentext.com/agreements ("GTC") solely with regards to the XM Fax and XM SendSecure cloud services, which OT makes available as off premises products. In the event of a discrepancy between this appendix ("Appendix") and the GTC, the terms of this Appendix shall govern.

I. Definitions

"Credit" shall mean, when applicable, the non-refundable credits bought from time to time by the Customer in order to use the Services, directly from OT or through the Application or any other interface, as the case may be. Each Credit expires, unless otherwise indicated at time of purchase, after a twelve-month (12-month) period from its Activation Date.

"Customer" means you, your wholly-owned subsidiaries and any related and controlled affiliates. Consumers and more generally any individual or entity acting for purposes other than business or professional purposes are excluded from the definition of Customer.

"Appendix" shall mean this document.

"Payee" shall mean any legal entity designated as such by OT which is entitled to (i) enter into a Proposal for Services with you; ii) sell Credits to you, when applicable; and (iii) receive payment from you in lieu of OT as more fully described herein.

"Proposal for Services" shall mean the proposal for services entered into by and between you and OT or, when applicable, any commercial agreement between you and the Payee, where the scope of Services may be modified from time to time by you by modifying the subscribed Services via your customer's account.

"OT" shall mean the Open Text Corporation, and all its subsidiaries and affiliates, as owner of the XM Fax and XM SendSecure cloud services. All capitalized terms not defined within this document shall have the same meaning as such terms in the underlying agreement.

II. Fees and Credits

1. The Customer acknowledges that its monthly plan service fees paid in advance, or when applicable, Credits purchased from time to time, are non-refundable, irrespective of the partial use or lack of use of the Services during the said month or the validity period of the Credits.
2. The Customer may terminate the order under GTC at any time during the Term if OT materially breaches the provisions of this Appendix and that such breach is not cured following a thirty-day (30-day) prior written notice to such effect. When the Services have not been subscribed to through a Proposal of Services, the Credits so purchased shall be non-refundable and cancelled, irrespective of their validity period.

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

February 12, 2024

3. Payments: When the Services have been subscribed to by means of a Proposal of Services, the Customer shall pay OT, or the Payee when applicable, the fees for the Services as indicated in the Proposal for Services. These fees shall be invoiced monthly and be payable in accordance with the Payment Term following the receipt of said invoice, the Customer hereby acknowledges that it shall pay to OT, or the Payee when applicable, the service fees for the current month and the usage fees for the previous month, and any additional charges, the whole as agreed by OT and the Customer. Should the Customer select the automatic payment options, OT or the Payee, when applicable, shall be entitled to automatically debit its account the amount of the charges incurred once the invoice has been transmitted.

4. Credits: When the Services have not been subscribed to through a Proposal of Services, the Customer shall purchase Credits.

5. Pricing Modifications: OT reserves the right to change prices (other than fees related to international telecommunications, when applicable, which shall be subject to the provisions of Section III 9 below) upon a three-month (3-month) prior written notice to such effect given by OT, or the Payee when applicable, it being understood that, for Services subscribed through a Proposal of Services, changes to the base service fees shall only apply from the date of renewal of the Term. As for the Customer's remaining Credits, when applicable, they will remain in effect until the end of their validity period. Should the Customer not agree with the price revision, it shall be entitled to terminate the order under GTC by giving a written notice to such effect to OT, or the Payee when applicable, within thirty (30) days of the receipt of the price revision notice from OT or the Payee, as the case may be, in which case, the order under GTC shall terminate upon the end of the Term when the Services are subscribed to through a Proposal for Services, or at the date of notice when the Services were not subscribed through a Proposal for Services.

6. Renewal: If the Services have been subscribed to by means of a Proposal of Services, the Term set forth therein will automatically renew for an additional term equal to the initial Term upon expiry, the whole subject to price adjustment pursuant to Section II 5 above, unless either party gives notice in writing to the other party of its intention not to renew the Agreement, between the sixtieth (60th) and the thirtieth (30th) day preceding the end of Term. When required by law, OT shall send a written notice of upcoming renewal to the Customer between fifteen (15) and thirty (30) days prior to the above 60-day period.

III. Other

1. OT shall provide the Services from servers managed exclusively by OT and to which the Customer is not authorized to access.

2. OT stores Data related to your account on its servers as long as the Services are being provided to you. OT may store Data for a longer period if required by law or a court order.

3. Data Retention for XM Fax. OT will store fax messages received through the Customer's Account until the earliest of (i) the end of the retention period agreed between OT and the Customer; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Customer, to destroy any such stored fax messages. After ninety (90) days of the termination of the Services, all Data will be deleted or destroyed from OT's online servers without further notice. Subject to a prior written notice of thirty (30) days, the Customer hereby acknowledges that OT may change

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

February 12, 2024

its practices and limitations concerning storage of fax messages, including without limitation the maximum number of days that fax messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on the servers on Customer's behalf, as specified in the Customer's account or, when applicable, as set forth in the Proposal for Services. The Customer further agrees that, subject to applicable law, OT has no responsibility or liability whatsoever for the deletion of or failure to store any fax messages and/or other communications maintained or transmitted through the Services, except in the event of OT's negligence or willful misconduct.

4. Retention of Data for XM SendSecure. OT will store large and/or sensitive documents sent and received through the Customer's account until the earliest of (i) the period selected by the Customer when using the Services; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Customer, to destroy any stored documents. After ninety (90) days of the termination of the Services, all Data will be deleted or destroyed from OT's online servers without further notice. Subject to a prior written notice of thirty (30) days, the Customer hereby acknowledges that OT may change its practices and limitations concerning storage of large and/or sensitive documents, including, without limitation, the maximum number of days that large and/or sensitive documents will be retained, the maximum number of documents stored at any one time, and the maximum storage space that will be allotted on the servers on Customer's behalf, as specified in the Customer's account, or when applicable, as set forth in the Proposal for Services. The Customer further agrees that, subject to applicable law, OT has no responsibility or liability whatsoever for the deletion of or failure to store any document and/or any communication stored or transmitted through the Services, except in the event of OT's negligence or willful misconduct.

5. The Customer shall not distribute unsolicited faxes, emails or other forms of commercial electronic messages, as applicable, through the Services and Customer acknowledges that OT, at its entire discretion and without further notice, may use technologies and procedures, such as filters, that may terminate the transmission of such unsolicited commercial electronic messages without delivering them. Without limiting the generality of the foregoing, should the Customer be using the Services for unsolicited commercial electronic messages, OT shall be entitled to terminate the order under GTC without incurring any liability following a prior written notice of five (5) days to such effect.

6. The Customer agrees that OT may, at any time, without notice and without liability, restrain the use of the Services or limit their availability for maintenance purposes or in case of emergency.

7. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE SERVICES DO NOT SUPPORT 911 OR 112 FUNCTIONALITY OR ANY OTHER SIMILAR FEATURE.

8. Network Overload: In the event that the average fax page transmission is more than sixty (60) seconds, OT reserves the right to bill the Customer a surcharge, based on the following calculation:

$$\frac{(\text{average transmission duration per page in seconds} - 60)}{60} * \text{price per transmitted page} * \text{number of pages sent or received}$$

This surcharge shall be billed on a monthly or quarterly basis based on current usage or, as the case may be, shall be debited from the Credits.

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

February 12, 2024

9. International Telecommunications: In regard to XM Fax, and with respect to the fees related to international telecommunications, such fees may vary from time to time, per the market conditions and thus OT, or the Payee when applicable, will inform Customer of such changes. When the subscription to the Services was not made through a Proposal of Services, the international telecommunications fees shall be paid with Credits.

10. Premium Numbers. Notwithstanding anything to the contrary herein, the Customer shall be responsible for all additional applicable charges, if any, in regard to calls for which a fee is charged to the caller, such as chat lines, adult entertainment services, or internet-dialer operated services (collectively "**Premium Numbers**"). Without limiting the foregoing, OT does not warrant that calls made to Premium Numbers will be supported by the Services.

11. The Customer is fully responsible for the contents of its transmissions through the Services. OT simply acts as a passive conduit for the Customer to send and receive information of its own choosing. The use of the Services (including the transmission of Data stored through the Services) is subject to all applicable local, state, provincial, national and international laws and regulations (including, without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities, false advertising, personal data protection and direct marketing). The Customer undertakes to comply with these laws and regulations and not to (i) use the Services illicitly; (ii) transmit, share, exchange or store materials susceptible to violate intellectual property rights or other rights of any third party or being illegal, illicit, tortuous, defamatory content, or content that affects the privacy of third parties; (iii) transmit, share, exchange or store Data belonging to a third party without first obtaining any required consent; (iv) transmit, share, exchange or store Data containing computer viruses or other codes, files or dangerous computer programs such as Trojans, Worms or delayed bombs; (v) disrupt or interfere with the servers of the network related to the Services; or (vi) try to access the Services, other users' accounts, systems or computer network related to the Services without authorization.

12. The Services make use of the Internet so that the Customer can send and receive information of its own choosing. As a result, Customer's conduct is subject to Internet regulations, policies and procedures. The Customer agrees not to use or reference the Services for chain letters, junk fax or junk mail, spamming or any activity involving the use of distribution lists and sending to any person in violation of any applicable law. The Customer further agrees not to attempt to gain unauthorized access to other computer systems. The Customer shall not interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services. Furthermore, the Customer must (i) obtain and pay for all equipment and third-party service (e.g., Internet access and email service) required to access and use the Services; (ii) maintain the security of its PIN number, password and other confidential information relating to its Customer's account; and (iii) to the full extent permitted by applicable law, be responsible for all charges resulting from its use of the Services, including unauthorized use, and taking steps to prevent any reoccurrence, except in cases where the unauthorized use of Services was caused by security issues of OT and/or agents or third parties retained by OT in the delivery of the Services.

13. In order to enable OT to better serve the Customer, the Customer hereby undertakes to reasonably cooperate with OT, and the Payee when applicable, and to provide, upon request, any reasonable information for the purposes of rendering the Services. The Customer also hereby undertakes to notify

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

February 12, 2024

OT, or the Payee as applicable, of any additional constraints or legal obligations pertaining to Customer's Data that could be applicable to OT or the Payee with regard to the provision of the Services, including but not limited to, any legal obligation in processing personal data related to an individual's health. Any delay relating to the acts or omissions of the Customer with respect to the delivery of any required information shall affect the provision of Services, without incurring OT's or the Payee's liability. The Customer undertakes to provide accurate, exact and complete information to OT and the Payee when and if so requested, including but not limited to, its name, address, phone number and email address, so that OT and the Payee can maintain up-to-date information for the duration of the Term.

14. The Customer shall communicate to OT and update regularly a list of all its representatives authorized to act on its behalf under the Customer's account.

15. OT shall have audit rights over relevant metadata and logs to verify the usage by the Customer of its Services and compliance with the GTC and this Appendix.

16. The Customer is fully responsible for maintaining the confidentiality of its Customer's account password. Losing the password may preclude any access to any data.

17. OT reserves the right to discontinue any of the Services upon a six-month (6-month) prior written notice to such effect to the Customer. Should the Customer wish, it shall be entitled to terminate the Agreement by giving a written notice to such effect to OT or the Payee, as the case may be, within thirty (30) days of the receipt of OT's discontinuance of service notice. Neither OT nor the Payee shall be liable to the Customer or any third party should OT exercise its right to discontinue the Services, subject only to the refund of unused and unexpired Credits at the date of the modification and discontinuation of any such Services, when applicable

18. Notwithstanding any term of the GTC, Customer may not modify data once such data is stored within or transmitted by or processed by XM Fax or XM Send Secure.

19. Support for the XM Fax or XM Send Secure services, as specified in the GTC, shall be provided according to the XM Fax Support Handbook.

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

February 12, 2024



XM Cloud Solutions - Prepaid Credits - XM Fax Rates

Effective from 2021-01-01 to 2021-06-30 - Price list

Fax Features	
Description	Rates
Inbound Fax Number (DID)	1 DID = 40 Credits /Month
Toll Free Inbound Fax Number	1 Toll Free number = 100 Credits/month
Number Porting	1 Number Porting = 150 Credits
Toll Free Number Porting	1 Toll Free Number Porting = 250 Credits
Inbound Page	1 Credit
Toll Free Inbound Page	2 Credits
Outbound Page	1 Credit (Zone 1 countries)
Fax Retention (Beyond 90 Days)	1,000 Pages Retention = 10 Credits/Month
MFP Connectors	1 Connector = 30 Credits/Month
EHR Integrations/Connectors	1 Integration = 1,500 Credits/Month

Please note

- First 90 days of fax retention are without charge. Beyond 90 days, credits will be charged according to the above rates. Retention period is selected at account creation and customers may change their fax retention period at any time by opening a support ticket.

- The MFP Connectors available are : Ecopy ShareScan, HP Workpath, Lexmark eSF, Ricoh ESA, Sharp OSA, Toshiba eBN, Xerox APEOS, Xerox ConnectKey, Xerox EIP.

General notes

- Prices and credit charges are subject to change without notice, unless local regulations state otherwise.

- By subscribing to XM Cloud Solutions, you agree to abide by the Terms and Conditions found at https://portal.xmedius.com/terms_of_service.

- Prices exclude any additional taxes or fees.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



XM Cloud Solutions - Prepaid Credits - XM Fax International Rates

Effective from 2021-01-01 to 2021-06-30 - Price list

Credits per Page	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8
Outbound Page	1	2	3	8	12	20	40	60

Zone 1	1 Credit	Austria, Belgium, Canada, Croatia, Denmark, Metropolitan France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America (48 Contiguous States, Puerto Rico, Virgin Islands and Hawaii).
Zone 2	2 Credits	American Samoa, Andorra, Argentina, Australia, Bangladesh, Botswana, Brazil, Brunei, Bulgaria, Cayman Islands, Chile, China, Costa Rica, Cyprus, Czech Republic, Dominican Republic, Estonia, Finland, French Antilles/Martinique, Georgia, Gibraltar, Guadeloupe, Guam, Hong Kong, Iceland, India, Indonesia, Israel, Japan, Macau, Malaysia, New Zealand, Northern Marianas, Panama, Peru, Russia, San Marino, Singapore, Slovakia, South Africa, South Korea, Taiwan, Thailand, Trinidad and Tobago, Turkey, Vatican City, Venezuela, Zambia
Zone 3	3 Credits	Albania, Algeria, Angola, Anguilla, Aruba, Bahrain, Bermuda, Bolivia, Bosnia/Herzegovina, British Virgin Islands, Cambodia, Colombia, Ecuador, Egypt, French Guiana, Grenada, Guatemala, Honduras, Iraq, Jamaica, Jordan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Liechtenstein, Lithuania, Malta, Mexico, Monaco, Montenegro, Mozambique, Namibia, Netherland Antilles, Nicaragua, Nigeria, Oman, Pakistan, Paraguay, Philippines, Saudi Arabia, Slovenia, Sri Lanka, Tajikistan, United Arab Emirates, Uruguay, Uzbekistan, Vietnam, Zimbabwe
Zone 4	8 Credits	Antigua and Barbuda, Armenia, Bahamas, Barbados, Belize, Bhutan, Cameroon, Chad, Dominica, El Salvador, Faeroe Islands, Fiji, Ghana, Guyana, Haiti, Lesotho, Macedonia, Marshall Islands, Mauritius, Moldova, Mongolia, Morocco, Nepal, New Caledonia, Palestinian Authority, Qatar, Sint Maarten, St. Kitts/Nevis, St. Lucia, St. Vincent/Grenadines, Sudan, Suriname, Swaziland, Turkmenistan, Turks and Caicos, Uganda, Ukraine, United States of America (Alaska)
Zone 5	12 Credits	Afghanistan, Azerbaijan, Belarus, Benin, Burkina Faso, Cape Verde Islands, Comoros, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, French Polynesia, Gabon, Guinea Bissau, Ivory Coast, Latvia, Libya, Madagascar, Malawi, Mali, Micronesia, Montserrat, Myanmar, Niger, Palau, Reunion Island, Rwanda, Serbia, South Sudan, St. Pierre and Miquelon, Tanzania, Togo, Yemen
Zone 6	20 Credits	Burundi, Central African Republic, Congo, Dem. Rep. of Congo, Gambia, Greenland, Guinea, Liberia, Mauritania, Niue, Senegal, Seychelles, Sierra Leone, Solomon Islands, Somalia, Tonga, Tunisia, Vanuatu, Western Samoa
Zone 7	40 Credits	Cook Islands, East Timor, Kiribati (Gilbert Islands), Maldives, Nauru, Papua New Guinea, Principe and Sao Tome, Tokelau, Wallis and Futuna Islands
Zone 8	60 Credits	Antarctica, Ascension Island, Diego Garcia, Falkland Islands, St. Helena, Tuvalu

Please note

- Faxes sent to a destination in zone 1 are charged at one Credit per page. Fax sent to a destination outside of Zone 1 are charged a higher number of Credits per page depending on the destination Zone.

- Prices and credit charges are subject to change without notice, unless local regulations state otherwise.
- By subscribing to XM Cloud Solutions, you agree to abide by the Terms and Conditions found at https://portal.xmedius.com/terms_of_service.
- Prices exclude any additional taxes or fees.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



XM Cloud Solutions - Prepaid Credits - XM SendSecure Rates

Effective from 2021-01-01 to 2021-06-30 - Price list

XM SendSecure Features	
Description	Rates
SafeBox	5 Credits
SMS or Voice Call Authentication - US, Canada	1 Credit
SMS or Voice Call Authentication - Europe, Asia and Middle-East	7 Credits
SMS or Voice Call Authentication - Rest of World	21 Credits
Download Bandwidth	1 GB Download = 10 Credits/month
Storage	1 GB Storage = 10 Credits/month

Please note

- SMS Countries included in "Europe, Asia and Middle-East" are: Albania, Australia, Austria, Bahrain, Belgium, Bosnia/Herzegovina, Bulgaria, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Metropolitan France, Germany, Greece, Greenland, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Israel, Italy, Japan, Jordan, Kuwait, Latvia, Lebanon, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Monaco, Montenegro, Netherlands, New Zealand, Norway, Oman, Pakistan, Philippines, Poland, Portugal, Qatar, Romania, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Syria, Taiwan, Thailand, Turkey, United Arab Emirates, United Kingdom.
- Any countries not listed above are considered as Rest of World.

General notes

- Prices and credit charges are subject to change without notice, unless local regulations state otherwise.
- By subscribing to XM Cloud Solutions, you agree to abide by the Terms and Conditions found at https://portal.xmedius.com/terms_of_service.
- Prices exclude any additional taxes or fees.

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

February 12, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2024



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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 Marsh & McLennan Agency LLC 2500 City West Blvd., Suite 2400 Houston TX 77042	CONTACT NAME: Laura Oliver PHONE (A/C, No, Ext): 713-780-6138 E-MAIL ADDRESS: laura.oliver@marshmma.com	FAX (A/C, No): 212-948-6342
	INSURER(S) AFFORDING COVERAGE	
INSURED Mercer Construction Company PO Box 888 Edna TX 77957-0888	INSURER A: BITCO General Insurance Corporation NAIC # 20095	
	INSURER B: Texas Mutual Insurance Company NAIC # 22945	
	INSURER C: BITCO National Insurance Company NAIC # 20109	
	INSURER D: Evanston Insurance Company NAIC # 35378	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1148083460 **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 <input checked="" type="checkbox"/> 1,000 Ded <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CLP3739767	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP3739766	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP3739770	2/1/2024	2/1/2025	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	0001300607	2/1/2024	2/1/2025	<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
A A D	Equipment Floater Installation Floater Pollution/Prof Liability	Y Y Y	Y Y Y	CLP3739769 CLP3739769 MMAENV003531	2/1/2024 2/1/2024 2/1/2023	2/1/2025 2/1/2025 2/1/2025	Leased/Rented Equip Per Project/Aggregate Occurrence/Aggregate \$300,000 \$1MM/\$2MM \$2MM/\$2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement (ongoing and completed operations) that provides additional insured status to the certificate holder only when there is an executed written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is an executed written contract between the named insured and the certificate holder that requires it. The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording. The Umbrella is follow form of underlying Automobile, Employers Liability & General Liability (Excluding Limited Pollution "Work Sites")

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

_20. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

Motion by Commissioner Neuendorff to approve all accounts payable, budget amendments and new ledger accounts (if any); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024



Colorado County, TX

Pending Expense Approval Report
By Fund
APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Fund: 0012 - General Fund					
Department: 0000 - 0000					
GHS, LTD	Jan 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP2 Collection Fees	628.21
GHS, LTD	Jan 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP1 Collection Fees	964.34
GHS, LTD	Jan 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP3 Collection Fees	1,184.23
GHS, LTD	Jan 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP4 Collection Fees	1,304.88
Perdue, Brandon, Fielder, Colli	2290	PERDUE - COLLECTIONS FEE	0012-0000-00-24760	Oct 2023 Dist Clerk collection f	100.00
Perdue, Brandon, Fielder, Colli	2291	PERDUE - COLLECTIONS FEE	0012-0000-00-24760	Nov 2023 Dist Clerk collection	20.00
Perdue, Brandon, Fielder, Colli	2292	PERDUE - COLLECTIONS FEE	0012-0000-00-24760	Dec 2023 Dist Clerk collection	20.00
Department 0000 - 0000 Total:					4,221.66
Department: 0400 - COUNTY JUDGE					
Aqua Beverage Company	136049	SUPPLIES/EQUIPMENT UNDE	0012-0400-00-62640	Cyt Judge cooler rent	14.00
Weimar Mercury	JAN'24 #328	CONFERENCES/SEMINARS/DU	0012-0400-00-61700	1 Year Subscription County Ju	43.00
Dewitt Poth and Son	741582-0	COPIER USAGE EXPENSE	0012-0400-00-62400	County Judge Copier Maint.	36.19
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0400-00-61000	Cellular service	37.99
GreatAmerica Financial Svcs	35866876	COPIER USAGE EXPENSE	0012-0400-00-62400	Toshiba eStudio 2515AC	128.00
Department 0400 - COUNTY JUDGE Total:					259.18
Department: 0401 - COMMISSIONER'S COURT					
David B. Brooks	Jan'24	OUTSIDE LEGAL SERVICES	0012-0401-00-66531	Legal Consultation	100.00
Department 0401 - COMMISSIONER'S COURT Total:					100.00
Department: 0403 - COUNTY CLERK					
Amazon Capital Services	161D-QKPT-FDP6	SUPPLIES/EQUIPMENT UNDE	0012-0403-00-62640	Cty Clerk phone cord	7.99
Dewitt Poth and Son	742702-0	COPIER USAGE EXPENSE	0012-0403-00-62400	County Courtroom Copier Mai	30.00
Dewitt Poth and Son	743597-0	COPIER USAGE EXPENSE	0012-0403-00-62400	County Clerk Plotter Maint.	71.97
Dewitt Poth and Son	741972-0	COPIER USAGE EXPENSE	0012-0403-00-62400	County Clerk Copier Maint. (C	67.99
Dewitt Poth and Son	741973-0	COPIER USAGE EXPENSE	0012-0403-00-62400	County Clerk Copier Main.	49.99
Amazon Capital Services	1RL1-YYNU-GHDQ	SUPPLIES/EQUIPMENT UNDE	0012-0403-00-62640	Cty Clerk office supplies	132.42
Drivers License Gulde Compa	826392	SUPPLIES/EQUIPMENT UNDE	0012-0403-00-62640	2024 ID Checking Guide	33.95
Department 0403 - COUNTY CLERK Total:					394.31
Department: 0410 - ELECTIONS					
Amazon Capital Services	1LVJ-9R47-M4P6	VOTING SUPPLIES/PRINTING	0012-0410-00-62605	Elections stamp pads, and ink	28.90
Bluebonnet Alarm	042134	EQUIPMENT & SOFTWARE	0012-0410-00-66310	Elections alarm monitoring 1.	449.33
Amazon Capital Services	13DC-VRWC-C44W	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections ethernet switch	209.88
Amazon Capital Services	1VM1-Q4HV-9N6J	EQUIPMENT & SOFTWARE	0012-0410-00-66310	Elections license pack (4)	206.00
Amazon Capital Services	13KJ-L66X-4TPQ	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections 4door hutch	385.00
Colorado County Central Appr	167-33	PUBLICATIONS	0012-0410-00-61300	4.13.23 test of tabulating equi	18.00
Colorado County Central Appr	167-33	PUBLICATIONS	0012-0410-00-61300	4.13.23 notice of joint electio	94.50
Amazon Capital Services	16JX-WHCL-RDH6	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Election supplies	66.27
Amazon Capital Services	17G4-CFWX-JXD3	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections mini fridge stand	37.99
Amazon Capital Services	1C7Q-QNYR-KFR1	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections battery backup	55.00
Scott Merriman, Inc	073384	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Ballot by mail envelopes/kits	4,448.37
Verizon Wireless	7755004743	COMMUNICATION EXPENSE	0012-0410-00-61000	Cellular service	493.87
Department: 0410 - ELECTIONS Total:					6,493.11
Department: 0428 - PUBLIC DEFENDER					
Relx Inc.	3094942825	LAW BOOKS/ON-LINE SUBSCR	0012-0428-00-61305	Jan online subscriptions	13 1.34
Amazon Capital Services	11DN-DKL3-CVY	SUPPLIES/EQUIPMENT UNDE	0012-0428-00-62640	Public Defender calendar bas	12.95
Department 0428 - PUBLIC DEFENDER Total:					144.29
Department: 0435 - DISTRICT COURT					
BCC Languages LLC	240064	INTERPRETORS	0012-0435-00-66530	Spanish Interpreter CR23-146,	480.00
South Texas Forensic Psycholo	CR 23-119	PROF SVCS-NON SPECIFIED	0012-0435-00-66542	Competency Evaluation	800.00
South Texas Forensic Psycholo	CR 23-146	PROF SVCS-NON SPECIFIED	0012-0435-00-66542	Competency Evaluation	800.00
BCC Languages LLC	240026	INTERPRETORS	0012-0435-00-66530	Spanish Interpreter CR23-146	240.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Pending Expense Approval Report

Packet: APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
South Texas Forensic Psycholo	20-097	PROF SVCS-NON SPECIFIED	0012-0435-00-66542	Competency Evaluation	800.00
Department 0435 - DISTRICT COURT Total:					3,120.00
Department: 0450 - DISTRICT CLERK					
Prestige Office Products, LLC	130880	SUPPLIES/EQUIPMENT UNDE	0012-0450-00-62640	Pens & writing pads	24.08
Dewitt Poth and Son	741974-0	COPIER USAGE EXPENSE	0012-0450-00-62400	District Clerk Copier Maint.	115.96
GreatAmerica Financial Svcs	35866876	COPIER USAGE EXPENSE	0012-0450-00-62400	Toshiba TASKalfa 4012i	92.40
Valerie Harmon	Jan '24 Exp	CONFERENCES/SEMINARS/DU	0012-0450-00-61700	Meals	190.00
Valerie Harmon	Jan '24 Exp	CONFERENCES/SEMINARS/DU	0012-0450-00-61700	Mileage	363.14
Department 0450 - DISTRICT CLERK Total:					785.58
Department: 0451 - JUSTICE OF THE PEACE #1					
Prestige Office Products, LLC	130861	SUPPLIES/EQUIPMENT UNDE	0012-0451-00-62640	JP1 electric pencil sharpener	42.02
Prestige Office Products, LLC	130932	SUPPLIES/EQUIPMENT UNDE	0012-0451-00-62640	JP 1 Supplies	17.50
Texas Parks and Wildlife Depa	CR 23-0824	JUSTICE OF PEACE PCT. #1	0012-0451-00-44262	CR 23-0824/A8524691/12.15.	212.50
Department 0451 - JUSTICE OF THE PEACE #1 Total:					272.02
Department: 0452 - JUSTICE OF THE PEACE #2					
Texas Justice Court Judges Ass	22552	CONFERENCES/SEMINARS/DU	0012-0452-00-61700	2024 dues for Kathleen Kloes	75.00
Texas Justice Court Judges Ass	22683	CONFERENCES/SEMINARS/DU	0012-0452-00-61700	2024 dues for Courtney Onhel	75.00
Texas Justice Court Judges Ass	22745	CONFERENCES/SEMINARS/DU	0012-0452-00-61700	Jan 9-18, 2024	75.00
Boe Reeves	Jan 24 mileage	TRAVEL EXPENSES	0012-0452-00-62000	mileage	69.68
Matthew Bender & Co., Inc.	40427137	OFFICE SUPPLIES	0012-0452-00-62600	TX Criminal&Traffic Law Man	178.10
Matthew Bender & Co., Inc.	40427137	OFFICE SUPPLIES	0012-0452-00-62600	TX Criminal&Traffic Law Man	-7.60
Aqua Beverage Company	202324	SUPPLIES/EQUIPMENT UNDE	0012-0452-00-62640	JP2 cooler rent	12.00
Colorado Valley Telephone Co	Feb 24 #124300	COMMUNICATIONS EXPENSE	0012-0452-00-61000	JP2 phone/fax/internet	228.69
Department 0452 - JUSTICE OF THE PEACE #2 Total:					705.87
Department: 0453 - JUSTICE OF THE PEACE #3					
Aqua Beverage Company	132868	SUPPLIES/EQUIPMENT UNDE	0012-0453-00-62640	JP3 watr & cups	23.69
Aqua Beverage Company	136631	SUPPLIES/EQUIPMENT UNDE	0012-0453-00-62640	JP3 cooler rent	13.25
Verizon Wireless	7755004743	COMMUNICATIONS	0012-0453-00-61000	Cellular service	40.21
Department 0453 - JUSTICE OF THE PEACE #3 Total:					77.15
Department: 0454 - JUSTICE OF THE PEACE #4					
Matthew Bender & Co., Inc.	40251985	SUPPLIES/EQUIPMENT UNDE	0012-0454-00-62640	2023-25 TX Crimanl & Traffic J	89.08
Alyssa Lindemann	1.22.24 mileage	TRAVEL EXPENSES	0012-0454-00-62000	Jan 22, 2024 mileage to & fro	22.78
Stan Warfield	Jan 24 conf exp	CONFERENCES/SEMINARS/DU	0012-0454-00-61700	meal expense	25.00
Stan Warfield	Jan 24 conf exp	CONFERENCES/SEMINARS/DU	0012-0454-00-61700	hotel	165.00
Stan Warfield	Jan 24 conf exp	CONFERENCES/SEMINARS/DU	0012-0454-00-61700	registration fee	150.00
Stan Warfield	Jan 24 conf exp	CONFERENCES/SEMINARS/DU	0012-0454-00-61700	Jan 21-24, 2024 conference e	221.10
Stan Warfield	Jan 24 mileage	TRAVEL EXPENSES	0012-0454-00-62000	Jan 1-31, 2024 mileage	364.48
Prestige Office Products, LLC	130946	SUPPLIES/EQUIPMENT UNDE	0012-0454-00-62640	910XL & 83A	212.77
U.S. Postal Service	2024 PO Box 396	SUPPLIES/EQUIPMENT UNDE	0012-0454-00-62640	Box office box rent 2024	72.00
Department 0454 - JUSTICE OF THE PEACE #4 Total:					1,322.21
Department: 0475 - COUNTY ATTORNEY					
ODP Business Solutions	349686336001	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Cty Atty perforated pads	63.99
ODP Business Solutions	349686341001	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Cty Atty CD/DVD label	166.98
ODP Business Solutions	349686347001	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Cty Atty office supplies	19.24
Colorado County Citizen	'24 #465	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	County Attorney Annual Subs	46.00
D-Zee's Automotive	RO0036155	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Estimate on Cty Atty Investiga	70.00
ODP Business Solutions	349684011001	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Cty Atty office supplies	750.54
Relx Inc.	3094942825	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Jan online subscriptions	131.34
Transunion Risk & Alternative	3133931-202401-1	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Jan people searches	75.00
ODP Business Solutions	353515512001	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	copy paper for Annex	40.99
TDCAA	239449	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Jay & Julian Membership Due	185.00
Carolyn Olson	Jan'24 Mllege	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Jan '24 Mileage	241.20
Department 0475 - COUNTY ATTORNEY Total:					1,790.28
Department: 0495 - COUNTY AUDITOR					
Amazon Capital Services	1VV1-FTHL-Y3FY	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor 1099 envelopes	45.74
Department 0495 - COUNTY AUDITOR Total:					45.74
Department: 0497 - COUNTY TREASURER					
Dewitt Poth and Son	743596-0	SUPPLIES/EQUIPMENT UNDE	0012-0497-00-62640	County Clerk Copier Maint. (PI	294.47

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

February 12, 2024

Pending Expense Approval Report

Packet: APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Amazon Capital Services	13CL-WJ76-1MGW	SUPPLIES/EQUIPMENT UNDE	0012-0497-00-62640	Treasurer expansion folders	25.00
Texas Association of Counties	88460	CONFERENCES/SEMINARS/DU	0012-0497-00-61700	County Treasurers' Associatio	175.00
Department 0497 - COUNTY TREASURER Total:					494.47
Department: 0499 - TAX ASSESSOR-COLLECTOR					
Amazon Capital Services	1LDH-TWF4-MWPR	SUPPLIES/EQUIPMENT UNDE	0012-0499-00-62640	TAC office supplies	80.94
Colorado County Citizen	14429	SUPPLIES/EQUIPMENT UNDE	0012-0499-00-62640	TAC Office Change Hours Ad	49.00
Banner Press Newspaper, Inc.	13828	COMMUNICATIONS EXPENSE	0012-0499-00-61000	(3) ads for TAC office hours Ja	185.64
Colorado County Citizen	14430	SUPPLIES/EQUIPMENT UNDE	0012-0499-00-62640	TAC Hours Change Ad	49.00
Amazon Capital Services	14L7-PT3M-LC91	SUPPLIES/EQUIPMENT UNDE	0012-0499-00-62640	TAC office supplies	73.75
Prestige Office Products, LLC	130997	SUPPLIES/EQUIPMENT UNDE	0012-0499-00-62640	TAC office supplies	29.95
Department 0499 - TAX ASSESSOR-COLLECTOR Total:					468.28
Department: 0510 - COURTHOUSE BLDG					
Constellation New Energy, Inc.	67458330101	UTILITIES	0012-0510-00-63000	EL EMS Electricity	458.72
A L & M Building Supply	565206	REPAIRS TO BLDGS	0012-0510-00-63210	Light Bulbs	45.99
San Bernard Electric Coop, Inc	Jan'24 Acct#3465300	UTILITIES	0012-0510-00-63000	Pct 3 Antenna Tower	43.00
A L & M Building Supply	565345	REPAIRS TO BLDGS	0012-0510-00-63210	10 oz black leak stopper	23.67
Constellation New Energy, Inc.	67525627201	UTILITIES	0012-0510-00-63000	Street Lights Electricity	78.17
Rosenbaum Electric, LLC	0126ccanne	REPAIRS TO BLDGS	0012-0510-00-63210	light bulbs for Annex fixtures	323.10
Rosenbaum Electric, LLC	0126cccour	REPAIRS TO BLDGS	0012-0510-00-63210	Replaced Electrical room brea	3,616.42
Rosenbaum Electric, LLC	0126ccp4jp	REPAIRS TO BLDGS	0012-0510-00-63210	Rep (5)2x4 layins to LED, insta	1,934.40
A L & M Building Supply	565480	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	LED Yellow bulb	4.89
A L & M Building Supply	565480	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	kleenex	11.16
Constellation New Energy, Inc.	67525627101	UTILITIES	0012-0510-00-63000	Electricity	473.22
Bugman Inc.	120556	PEST CONTROL	0012-0510-00-63205	quarterly pest spray at EMS, C	60.00
Constellation New Energy, Inc.	67537059701	UTILITIES	0012-0510-00-63000	Travis Steet Lights Electricity	11.01
Constellation New Energy, Inc.	67542589301	UTILITIES	0012-0510-00-63000	Travis Street Lights Electricity	11.01
Aqua Beverage Company	132874	MISCELLANEOUS EXPENSE	0012-0510-00-69064	Probation water	60.50
Aqua Beverage Company	136616	MISCELLANEOUS EXPENSE	0012-0510-00-69064	Probation cooler rent	12.00
Colorado County Tax Assessor	'24 LP#1097958	REPAIRS TO EQUIPMENT	0012-0510-00-63415	Maint Van LP#1097958	7.50
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	Annex Utilities #09-1055-00	266.79
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	Swc Facilities Utilities #11-049	288.26
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	Courthouse Utilities #09-0900	593.51
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	JP#3 Utilities #09-0710-01	65.00
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	Probation Dept Utilities #07-1	65.00
City of Columbus	Jan '24	UTILITIES	0012-0510-00-63000	Ag Bldg Utilities #09-1060-00	289.50
City of Columbus	Jan '24	GROUND MAINTENANCE	0012-0510-00-63100	Courthouse Sprinklers #09-10	929.01
City of Columbus	Jan '24	GROUND MAINTENANCE	0012-0510-00-63100	Annex Sprinklers #09-1065-00	73.79
Bugman Inc.	120572	PEST CONTROL	0012-0510-00-63205	quarterly pest spray EMS Altai	60.00
Bugman Inc.	120616	PEST CONTROL	0012-0510-00-63205	quarterly pest spray EMS Wei	60.00
Columbus Bearing & Industria	318230	HAND TOOLS & EQUIPMENT	0012-0510-00-67100	PCT3 tools	142.11
Condra Communications	71238	REPAIRS TO EQUIPMENT	0012-0510-00-63415	Feb Alarm System Monitoring	20.00
Gulf Coast Paper Co., Inc.	2498190	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Paper products	263.42
Gulf Coast Paper Co., Inc.	2498190	CLEANING SUPPLIES	0012-0510-00-63200	Cleaning products	312.85
Gulf Coast Paper Co., Inc.	2499117	CLEANING SUPPLIES	0012-0510-00-63200	Cleaning products	219.63
A L & M Building Supply	565947	REPAIRS TO BLDGS	0012-0510-00-63210	Toilet fill valve for Elections b	9.99
Condra Communications	71253	REPAIRS TO BLDGS	0012-0510-00-63210	Election Building Renovations	4,203.50
Condra Communications	71254	REPAIRS TO EQUIPMENT	0012-0510-00-63415	Election Building Renovations	2,137.54
A L & M Building Supply	566072	PEST CONTROL	0012-0510-00-63205	Ant Killer	31.98
A L & M Building Supply	566072	REPAIRS TO BLDGS	0012-0510-00-63210	Flex Seal - JP2	14.99
Double C Pest Control	15040	PEST CONTROL	0012-0510-00-63205	Courthouse quarterly pest co	100.00
Double C Pest Control	15043	PEST CONTROL	0012-0510-00-63205	Annex pest control	50.00
Double C Pest Control	15044	PEST CONTROL	0012-0510-00-63205	AgriLife quarterly pe st :ontrol	40.00
Double C Pest Control	15045	PEST CONTROL	0012-0510-00-63205	Maintenance quarterly pest c	24.00
Double C Pest Control	15046	PEST CONTROL	0012-0510-00-63205	Maint/Storage quarterly pest	15.00
Double C Pest Control	15047	PEST CONTROL	0012-0510-00-63205	JP3 quarterly pest control	40.00
Double C Pest Control	15053	PEST CONTROL	0012-0510-00-63205	Probation monthly pest contr	40.00
Double C Pest Control	15083	PEST CONTROL	0012-0510-00-63205	JP2 quarterly pest control	40.00
Double C Pest Control	15224	PEST CONTROL	0012-0510-00-63205	JP4 bi monthly pest control	40.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Pending Expense Approval Report					Packet: APPKT00235
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
CAI Services LLC	2023-Q-1012	REPAIRS TO BLDGS	0012-0510-00-63210	Courthouse A/C	6,340.00
Department 0510 - COURTHOUSE BLDG Total:					23,946.63
Department: 0515 - PARKS & RECREATION					
A-Line Auto Parts	10147557	MAINTENANCE	0012-0515-00-63410	PCT3 battery for tractor @ Be	115.60
A L & M Building Supply	565526	MAINTENANCE	0012-0515-00-63410	Beason's Park fittings	11.97
Department 0515 - PARKS & RECREATION Total:					127.57
Department: 0530 - EMERGENCY MANAGEMENT					
Columbus Tire Center	35832	REPAIRS & MAINTENANCE TO	0012-0530-00-63300	Inspect LP# 1229142	7.00
Department of Information R	24120893N	STATE HOMELAND SECURITY	0012-0530-00-69074	August T-Line	467.38
Harris Cty Accts Rec-Radio	112488	RADIO REPAIRS & MAINTENA	0012-0530-00-63400	1/1-1/31 Monthly SW-WAVE	45.00
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0530-00-61000	Cellular service	37.99
Department 0530 - EMERGENCY MANAGEMENT Total:					557.37
Department: 0540 - EMS					
Henry Schein Inc.	68881503	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	88.18
Bound Tree Medical, LLC	85213363	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	505.91
Bound Tree Medical, LLC	85213364	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	97.91
Linde Gas & Equipment Inc.	40625172	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS Cylinder Rental	603.84
Henry Schein Inc.	70671821	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	668.13
Amazon Capital Services	1YMK-4XN9-979R	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS Tactical Kits	359.88
A L & M Building Supply	565270	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS drill bits	13.58
Impact Promotional SVCS, LLC	INV78675	UNIFORMS	0012-0540-25-62100	Uniforms	6,010.50
Bound Tree Medical, LLC	85229261	AMBULANCE SUPPLIES	0012-0540-21-62612	C2 Fentanyl 0.05mg	449.95
3L USA LLC	338460	FUEL & OIL	0012-0540-20-62670	EMS fuel	1,998.47
3L USA LLC	338460	FUEL & OIL	0012-0540-20-62670	EMS fuel	1,679.55
Quadmed Inc.	249474	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	100.00
A L & M Building Supply	565511	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS bolts, nuts & washers	3.00
Prestige Office Products, LLC	130958	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS copy paper	47.00
Columbus Tire Center	36398	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	dismount/mount/balance 4 ti	187.50
Columbus Tire Center	36398	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	tires for Asset# 13918	1,952.64
Aqua Beverage Company	126541	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS Station 3 cooler rent	12.00
Aqua Beverage Company	136540	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS Station 1 cooler rent	12.00
Aqua Beverage Company	202937	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS Station 5 cooler rent	12.00
Quadmed Inc.	249612	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	236.39
Columbus Tire Center	36442	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	Asset# 13169 tires VIN# 0784	2,202.64
A & A Oil Co., Inc.	Jan 2024 EMS fuel	FUEL & OIL	0012-0540-20-62670	Jan 2024 EMS fuel bill	555.02
Bound Tree Medical, LLC	85206624	AMBULANCE SUPPLIES	0012-0540-21-62612	Eplnephrine	241.90
Bound Tree Medical, LLC	85206624	AMBULANCE SUPPLIES	0012-0540-21-62612	Curaplex Intraosseous Infusio	136.78
Linde Gas & Equipment Inc.	40406693	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS oxygen	243.22
Henry Schein Inc.	70265358	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	20.09
Frazier, LTD	93442	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	Chrome flange adapter	80.85
Columbus Tire Center	36524	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	EMS Inspect LP#1400065	7.00
Traditons Chevrolet	2867	MOTOR VEHICLES	0012-0540-20-76000	2024 Chev 1500 4x4 crew cab	53,288.34
Zoll Medical Corp	383802754	EQUIPMENT OVER \$500	0012-0540-20-70500	payment on difibrillators \$455	2,106.54
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0540-25-61000	Cellular service	238.21
Colorado County Tax Assessor	'24 LP#1400065	REPAIRS TO AMB/EQUIPMEN	0012-0540-24-63420	EMS LP#1400065	7.50
Quadmed Inc.	250009	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	1,047.05
Rural Telecommunications of	5845-20240207-1	COMMUNICATIONS EXPENSE	0012-0540-25-61000	Medic 3 Internet	75.00
Rural Telecommunications of	5847-20240207-1	COMMUNICATIONS EXPENSE	0012-0540-25-61000	Medic 5 Internet	75.00
Linde Gas & Equipment Inc.	40625160	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS Cylinder Rental	661.35
3L USA LLC	340319	FUEL & OIL	0012-0540-20-62670	EMS fuel	1,854.83
3L USA LLC	340319	FUEL & OIL	0012-0540-20-62670	EMS fuel	2,315.72
Department 0540 - EMS Total:					80,195.47
Department: 0552 - CONSTABLE, PRECINCT 2					
TAC Education Dept.	24991	CONFERENCES/SEMINARS/DU	0012-0552-00-61700	Lonnie Hinze '24 Membership	70.00
Department 0552 - CONSTABLE, PRECINCT 2 Total:					70.00
Department: 0555 - RURAL ADDRESSING					
Prestige Office Products, LLC	131003	SUPPLIES/EQUIP UNDER \$500	0012-0555-00-62640	911 R/A Permit Forms	53.00

**MINUTES OF THE COLORADO COUNTY
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Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Trafco Industries Inc.	54214	SUPPLIES/EQUIP UNDER \$500	0012-0555-00-62640	6"x12" HI Green Aluminum si	1,350.00
Department 0555 - RURAL ADDRESSING Total:					1,403.00

Department: 0560 - COUNTY SHERIFF

3L USA LLC	338038	FUEL & OIL	0012-0560-11-62670	CCSO Fuel	2,190.49
Chuck Brown Ford	FOCS206837	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 618 transmission line rep	721.42
Chuck Brown Ford	FOCS206837	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 618 oil change	64.00
CDW LLC	PD43886	SOFTWARE/LICENSE SERVICES	0012-0560-14-64000	Anti-Virus SoftwareLicensing	1,117.56
Columbus Tire Center	36176	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Mount/Balance Tire LP#TLF05	37.25
GT Distributors, Inc.	UNIV0037404	EMPLOYEE UNIFORMS	0012-0560-10-62105	Shirts	1,005.03
Amazon Capital Services	1PDH-HQ1M-3CW4	911 OPERATING/DISPATCH EX	0012-0560-10-62658	Dispatch labels	14.00
Amazon Capital Services	1LFD-HP71-G6F6	SUPPLIES/EQUIPMENT UNDE	0012-0560-10-62640	CCSO batteries	57.87
Amazon Capital Services	196P-4FRP-RMY4	SUPPLIES/EQUIPMENT UNDE	0012-0560-10-62640	CCSO office supplies	49.49
Schneider Tire & Lube LLC	49184	BATTERIES, TIRES & TUBES	0012-0560-11-63305	dsimount/mount/balance/dls	64.98
Amazon Capital Services	117M-1C7P-6KHC	SUPPLIES/EQUIPMENT UNDE	0012-0560-10-62640	CCSO flash drives	130.07
Texas Commission On Law Enf	321195	CONFERENCES/SEMINARS/DU	0012-0560-14-61700	instructor proficiency certifica	35.00
3L USA LLC	338459	FUEL & OIL	0012-0560-11-62670	CCSO fuel	2,399.47
Cavender Auto Country Chev	361703	BATTERIES, TIRES & TUBES	0012-0560-11-63305	battery in VIN#417562 Sheriff	99.90
Schneider Tire & Lube LLC	49161	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	battery MTP-65	237.95
Schneider Tire & Lube LLC	49161	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	oil change	58.98
Schneider Tire & Lube LLC	49198	BATTERIES, TIRES & TUBES	0012-0560-11-63305	MTP-65	237.95
Condra Communications	71152	COMMUNICATIONS EXPENSE	0012-0560-14-61000	install network cables to Patro	1,084.51
3L USA LLC	339432	FUEL & OIL	0012-0560-11-62670	CCSO fuel	2,446.30
Prestige Office Products, LLC	130975	SUPPLIES/EQUIPMENT UNDE	0012-0560-10-62640	Paper/Envelopes - Sheriff	251.72
Columbus Tire Center	36444	BATTERIES, TIRES & TUBES	0012-0560-11-63305	dismount/mount/balance	31.25
D-Zee's Automotive	RO0036181	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 633 repair	210.50
D-Zee's Automotive	RO0036181	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 614 repair	540.00
Johnny B Good Lock & Safe	002836	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	2010 Chevy Tahoe Keys (Keys	265.00
Columbus Tire Center	36522	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 619 oil change	70.55
Columbus Tire Center	36522	BATTERIES, TIRES & TUBES	0012-0560-11-63305	Unit 619 tire repair	74.50
Schneider Tire & Lube LLC	49242	BATTERIES, TIRES & TUBES	0012-0560-11-63305	dismount/mount/balance	32.49
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0560-14-61000	Cellular service	1,351.07
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0560-14-61000	for AXON cameras	1,466.21
D. Craig Peikert	CC000091	SOFTWARE/LICENSE SERVICES	0012-0560-14-64000	Coloradoco.net domain name	44.49
D. Craig Peikert	CC000091	SOFTWARE/LICENSE SERVICES	0012-0560-14-64000	installed programs & compute	2,250.00
D. Craig Peikert	CC000091	CONTRACT IT SERVICES	0012-0560-14-66500	Jan 2024 Base IT Load	1,600.00
Columbus Tire Center	36682	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Mount/Balance 2 tires	74.50
Schneider Tire & Lube LLC	49307	REPAIRS OF VEH/EQUIP	0012-0560-11-63300	Unit 628 oil change	58.98
Department 0560 - COUNTY SHERIFF Total:					20,373.48

Department: 0565 - COUNTY JAIL

Sunbelt Laboratories	143914	CLEANING SUPPLIES	0012-0565-00-63200	Jail Laundry & Dish soap	1,619.40
Bold Plumbing, LLC	011724-F-FE	JAIL REPAIRS	0012-0565-00-63241	Jail plumbing repairs	295.50
Ferguson Enterprises LLC	0051879	CLEANING SUPPLIES	0012-0565-00-63200	Cleaning Supplies	764.00
Labatt Food Service	01223931	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,561.02
Jesse A. Reed III	1.24.24 evals	REQUIRED TESTING & DRUG T	0012-0565-00-66515	(2) Jail L-3 evaluations	400.00
Bold Plumbing, LLC	012524-BT	JAIL REPAIRS	0012-0565-00-63241	Jail Plumbing repairs	292.65
Labatt Food Service	01256741	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,195.07
A-1 Shiner Fire & Safety Inc.	23049	JAIL REPAIRS	0012-0565-00-63241	Smoke Detector-Jail	125.00
Gus George Law Enforcement	46910	SCHOOLS FOR JAILERS	0012-0565-00-61815	Zinglemann basic Jailer course	20.00
Bold Plumbing, LLC	012924-E-FE	JAIL REPAIRS	0012-0565-00-63241	Jail Water Closet Stoppage	295.50
Labatt Food Service	01295072	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,487.87
Electronic Specialists	2969	JAIL REPAIRS	0012-0565-00-63241	Jail Intercom repair 407 & 408	309.60
Labatt Food Service	CM0000045	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	-19.26
City of Columbus	Jan '24	UTILITIES	0012-0565-00-63000	Jail Utilities #11-0010-00	4,596.78
City of Columbus	Jan '24	GROUNDS MAINTENANCE	0012-0565-00-63100	Jail Sprinklers #11-0030-00	35.00
Skyline Equipment, LLC	SKYCO01031	JAIL REPAIRS	0012-0565-00-63241	Jail washer/dryer maintenanc	74.35
Labatt Food Service	02017926	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,050.34
Southern Health Partners, Inc.	BASE49521	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Mar 2024 Base Provision for	10,647.17
Labatt Food Service	02056272	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	3,543.05

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Packet: APPKT00235

Pending Expense Approval Report

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Double C Pest Control	15081	PEST CONTROL	0012-0565-00-63210	Jail monthly pest control	85.00
Department 0565 - COUNTY JAIL Total:					32,378.04
Department: 0570 - SUPERVISION & CORRECTIONS					
Brazos County	2024GLCCOUNTIES01-001	DETENTION SERVICES	0012-0570-00-65031	Jan '24 Housing	4,650.00
Department 0570 - SUPERVISION & CORRECTIONS Total:					4,650.00
Department: 0580 - VETERAN SERVICE OFFICER					
Panoramic Software Inc.	VSO '24	CONFERENCES/SEMINARS/DU	0012-0580-00-61700	'24 VetPro Update	520.00
Department 0580 - VETERAN SERVICE OFFICER Total:					520.00
Department: 0585 - INFORMATION TECHNOLOGY					
CIRA	SOP018658	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Web hosting 2024 standard p	1,550.00
Tyler Technologies, Inc	025-452771	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Financial Project Managemen	7,540.00
Opentext Inc.	9004513136	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	XM Cloud Prepaid 3 years 1.2	2,399.00
Tyler Technologies, Inc	025-453757	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Financial Project Managemen	1,820.00
Department 0585 - INFORMATION TECHNOLOGY Total:					13,309.00
Department: 0640 - CONTRACT SERVICES					
Henneke Funeral Home	1.25.24 Cassell	AUTOPSIES	0012-0640-00-66400	Remove & Transport body	1,115.00
Henneke Funeral Home	1.25.24 Clifford	AUTOPSIES	0012-0640-00-66400	Remove & Transport body	1,115.00
Fort Bend Medical Examiner	1305	AUTOPSIES	0012-0640-00-66400	Full Autopsy Case# 23-01923C	2,600.00
Travis County Medical Examin	3300007968	AUTOPSIES	0012-0640-00-66400	PA23-06156 Israel Mendoca-P	3,778.00
Henneke Funeral Home	1.28.24	AUTOPSIES	0012-0640-00-66400	Remove & Transport body	1,115.00
Henneke Funeral Home	2/4/24 Billy Berger	AUTOPSIES	0012-0640-00-66400	Remove & Transport body	1,115.00
Department 0640 - CONTRACT SERVICES Total:					10,838.00
Department: 0645 - INDIGENT HEALTHCARE					
Indigent Healthcare Solutions,	77167	SOFTWARE LICENSE	0012-0645-00-64000	Professional Svcs for March 20	1,059.00
Department 0645 - INDIGENT HEALTHCARE Total:					1,059.00
Department: 0665 - AGRI EXTENSION SERVICE					
Laramie Kettler	Jan 24 Expenses	TRAVEL EXPENSES	0012-0665-00-62000	Jan 2024 mileage	112.56
Laramie Kettler	Jan 24 Expenses	TRAVEL EXPENSES	0012-0665-00-62000	lodging, meals & parking	172.05
Ja'Shae Carter	8837443849	CONFERENCES/SEMINARS/DU	0012-0665-00-61700	Safe travels for All Children Co	117.51
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0012-0665-00-61000	Cellular service	37.99
New Ulm Enterprise	'24 Agri Life	SUPPLIES/EQUIPMENT UNDE	0012-0665-00-62640	2024 Annual Subscription	34.00
Department 0665 - AGRI EXTENSION SERVICE Total:					474.11
Department: 0680 - DEPARTMENT OF PUBLIC SAFETY					
Prestige Office Products, LLC	131006	SUPPLIES/EQUIPMENT UNDE	0012-0680-00-62640	Invisible tape	35.46
Department 0680 - DEPARTMENT OF PUBLIC SAFETY Total:					35.46
Department: 0695 - MISCELLANEOUS					
TAC Education Dept.	231554.450	ASSOCIATION DUES	0012-0695-00-61700	FY24 Annual County members	1,090.00
FP Finance Program	35716133	POSTAGE & BOX RENT	0012-0695-00-61405	Mail machine lease	232.06
Colorado County Citizen	14606	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	County Road Bid Ads	156.50
Colorado County Citizen	14608	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	Fuel Bids Ad	98.00
Brandon C Roberts	Jan 24 coyotes	BOUNTIES	0012-0695-00-66000	coyote bounty	10.00
Aqua Beverage Company	132869	MISCELLANEOUS EXPENSE	0012-0695-00-69900	Annex water	77.93
Aqua Beverage Company	132870	MISCELLANEOUS EXPENSE	0012-0695-00-69900	CH Basement water	47.96
Aqua Beverage Company	136531	MISCELLANEOUS EXPENSE	0012-0695-00-69900	Annex cooler rent	12.00
Aqua Beverage Company	136535	MISCELLANEOUS EXPENSE	0012-0695-00-69900	CH Basement cooler rent	12.00
Colorado County Citizen	14607	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	County Road Bids Ad	156.50
Colorado County Citizen	14609	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	Fuel Bids Ad	98.00
Banner Press Newspaper, Inc.	4015	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	Road & Brdge Materials ad 1.	192.00
Banner Press Newspaper, Inc.	4016	PUBLISHING & SUBSCRIPTION	0012-0695-00-61300	Fuel ad 1.25-2.1.2024	112.00
Department 0695 - MISCELLANEOUS Total:					2,294.95
Fund 0012 - General Fund Total:					212,926.23
Fund: 0014 - Airport					
Department: 0520 - 0520					
San Bernard Electric Coop, Inc	Jan'24 Acct#1060800	UTILITIES	0014-0520-00-63000	Airport Electricity	298.07
Colorado Feed Co.	810433	MAINTENANCE	0014-0520-00-63410	Ranger Pro for the airport	68.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Pending Expense Approval Report

Packet: APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Tri-County Petroleum Inc.	112747	AIRPORT IMPROVEMENTS	0014-0520-00-70400	Airport Quote for AV Gas Fuel	10,667.99
				Department 0520 - 0520 Total:	11,034.06
				Fund 0014 - Airport Total:	11,034.06

Fund: 0017 - Colorado County Fairgrounds

Department: 0170 - Fairground

Double C Pest Control	15048	MAINTENANCE	0017-0170-00-63410	Airport pest control	40.00
				Department 0170 - Fairground Total:	40.00
				Fund 0017 - Colorado County Fairgrounds Total:	40.00

Fund: 0021 - Road & Bridge Pct 1

Department: 0621 - PCT #1

ASCO Equipment	PSO468467-1	REPAIR MATERIALS	0021-0621-00-63500	PCT1 parts	154.27
ASCO Equipment	PSO468467-2	REPAIR MATERIALS	0021-0621-00-63500	PCT1 parts	166.80
Columbus Bearing & Industria	318180	SHOP SUPPLIES	0021-0621-00-62645	PCT1 starting fluid & brake cle	22.23
Unifirst Holdings Inc.	2680048828	UNIFORMS	0021-0621-00-62100	PCT 1	72.85
Wilson Culverts, Inc.	90995	R&B CONSTRUCTION	0021-0621-00-71000	PCT1 36"x30' aluminized pipe	3,985.20
J & W Parts, Inc.	778564	SHOP SUPPLIES	0021-0621-00-62645	adapters, chuck & super glue	24.66
J & W Parts, Inc.	777102	SHOP SUPPLIES	0021-0621-00-62645	PCT1 shop supplies	71.63
Unifirst Holdings Inc.	2680049509	UNIFORMS	0021-0621-00-62100	PCT1 uniforms	89.33
Rock Island Water Supply Cor	#14 Jan '24	UTILITIES	0021-0621-00-63000	PCT1 Water	31.00
Harry Freudenberg	Jan 24 cell phone	COMMUNICATIONS EXPENSE	0021-0621-00-61000	Jan 24 cell phone reimb	20.00
San Bernard Electric Coopera	Jan'24 Acct#1180600	UTILITIES	0021-0621-00-63000	Pct 1 Electricity	127.00
Mustang Cat	PART6490131	REPAIR MATERIALS	0021-0621-00-63500	PCT1 parts	381.18
Mustang Cat	PART6490132	REPAIR MATERIALS	0021-0621-00-63500	PCT1 parts	190.59
J & W Farm and Ranch	160668	SHOP SUPPLIES	0021-0621-00-62645	PCT1 Gorilla tape	33.90
J & W Farm and Ranch	160668	FUEL & LUBRICANTS	0021-0621-00-62671	PCT1 DEF 2.5GL	77.94
Mustang Cat	PART6491444	REPAIR MATERIALS	0021-0621-00-63500	PCT1 cutting edges	1,098.16
Columbus Bearing & Industria	318047	SHOP SUPPLIES	0021-0621-00-62645	PCT1 shackles & tow strap	113.95
El Campo Refrigeration & Rest	i90385	REPAIRS TO EQUIPMENT	0021-0621-00-63425	Labor to check old ice machin	237.24
Rural Telecommunications of	1869-20240201-1	COMMUNICATIONS EXPENSE	0021-0621-00-61000	PCT 1 Interent	50.00
Doug Wessels	Jan'24	COMMUNICATIONS EXPENSE	0021-0621-00-61000	Aug 23 cell phone reimb	40.00
Unifirst Holdings Inc.	2680050217	UNIFORMS	0021-0621-00-62100	PCT 1 Uniforms	82.08
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0021-0621-00-61000	Cellular service	75.98
				Department 0621 - PCT #1 Total:	7,145.99
				Fund 0021 - Road & Bridge Pct 1 Total:	7,145.99

Fund: 0022 - Road & Bridge Pct 2

Department: 0622 - PCT #2

Shoppa's Farm Supply Inc.	1712967	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - JD 5115M Tractor Ant	48.08
Mustang Cat	PART6495070	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 filters, shims, & wear str	955.90
Mustang Cat	PART6495071	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 wear strips - Motorgrad	292.72
Stavinoha Tire Pros LLC	117918	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 Skid Steer tire repair	20.00
Stavinoha Tire Pros LLC	117918	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 Skid Steer battery	140.40
M-G Farm Service Center	998155	SHOP SUPPLIES	0022-0622-00-62645	PCT2 bolts & torches	35.70
Cintas Corporation	4180780620	UNIFORMS	0022-0622-00-62100	PCT2 shop supplies & uniform	100.62
Cintas Corporation	4180780620	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies & uniform	12.64
Edward J. Seifert Oil Co.	69378	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 gas tank fuel & oil filters	71.00
Kiesel's Auto Truck & Tractor, I	115309	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 head lite	28.34
Waller County Asphalt, Inc,	26476	R&B MATERIALS	0022-0622-00-62680	High Performance Cold Mix	3,170.03
M-G Farm Service Center	998517	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shovels & concrete mix	49.85
M-G Farm Service Center	998534	SHOP SUPPLIES	0022-0622-00-62645	PCT2 round nose replacement	39.98
Stavinoha Tire Pros LLC	118188	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 antifreeze	83.80
M-G Farm Service Center	998657	SHOP SUPPLIES	0022-0622-00-62645	PCT2 rain coat & boots	46.98
Cintas Corporation	4181514138	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4181514138	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	3.79
Herrmann International	R101003392.01	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	Pct2 Water Truck U-Joints	1,174.50
M-G Farm Service Center	996782	SHOP SUPPLIES	0022-0622-00-62645	PCT2 pins & pipe tape	30.97
Stavinoha Tire Pros LLC	118392	BATTERIES, TIRES & TUBES	0022-0622-00-63305	Pct2 Battery	126.72
Shoppa's Farm Supply Inc.	1711487	REPAIR MATERIALS	0022-0622-00-63500	PCT2 filters (with 12% discoun	3,554.74
Sun Coast Resources, Inc.	97201640	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	993.87

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

February 12, 2024

Pending Expense Approval Report

Packet: APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Sun Coast Resources, Inc.	97201640	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	1,042.21
Sun Coast Resources, Inc.	97201640	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	1,738.39
Stavinoha Tire Pros LLC	117498	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Backhoe Tires	898.00
Stavinoha Tire Pros LLC	118527	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Truck Tire	50.00
Cintas Corporation	4182228998	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4182228998	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	3.79
Sun Coast Resources, Inc.	97260218	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 Fuel	3,811.83
Colorado Valley Telephone Co	Feb 24 #125086	COMMUNICATIONS EXPENSE	0022-0622-00-61000	PCT2 phone/internet	146.43
Klesel's Auto Truck & Tractor, I	115413	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Air Hose Water Truck	201.00
Stavinoha Tire Pros LLC	118557	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Dump Truck Tire	361.46
Trafco Industries Inc.	54203	SIGNS	0022-0622-00-62681	Signs, Posts & Cones	1,248.00
Katy Hydraulics, LLC	24327	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Skid Steer Grapple Ho	113.61
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0022-0622-00-61000	Cellular service	37.99
Stavinoha Tire Pros LLC	118658	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT 2 - Trailer Tires	240.25
Department 0622 - PCT #2 Total:					21,074.83
Fund 0022 - Road & Bridge Pct 2 Total:					21,074.83

Fund: 0023 - Road & Bridge Pct 3

Department: 0623 - PCT #3

Unifirst Holdings Inc.	2960065149	UNIFORMS	0023-0623-00-62100	PCT3 uniforms	102.71
Unifirst Holdings Inc.	2960065149	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies	17.53
Tri-County Petroleum Inc.	112339	FUEL & LUBRICANTS	0023-0623-00-62671	15W40 55G1 drum	882.75
Tri-County Petroleum Inc.	112339	FUEL & LUBRICANTS	0023-0623-00-62671	GL antifreeze	50.94
Tri-County Petroleum Inc.	112339	REPAIR MATERIALS	0023-0623-00-63500	1" husky nozzle	121.10
Unifirst Holdings Inc.	2960066126	UNIFORMS	0023-0623-00-62100	PCT3 uniforms	102.91
Unifirst Holdings Inc.	2960066126	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies	17.53
Colorado Materials, LTD	382888	ROAD & BRIDGE MATERIALS	0023-0623-00-62680	95.27 tons limestone base	2,191.21
Columbus Auto Supply	138071	REPAIR MATERIALS	0023-0623-00-63500	PCT3 hose for patch truck	32.95
A-Line Auto Parts	10147276	FUEL & LUBRICANTS	0023-0623-00-62671	PCT3 fuel treatment & antifre	153.88
San Bernard Electric Coop, Inc	Jan'24 Acct#774000	UTILITIES	0023-0623-00-63000	PCT 3 Electricity	291.00
Unifirst Holdings Inc.	2960067109	UNIFORMS	0023-0623-00-62100	PCT3 uniforms	97.54
Unifirst Holdings Inc.	2960067109	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies	17.53
Colorado Materials, LTD	383151	ROAD & BRIDGE MATERIALS	0023-0623-00-62680	14.65 tons limestone	336.95
Columbus Bearing & Industria	318416	BATTERIES, TIRES & TUBES	0023-0623-00-63305	PCT3 battery for servuce truc	152.95
Mustang Cat	PART6509983	REPAIR MATERIALS	0023-0623-00-63500	PCT3 motorgrader repair hose	132.24
Unifirst Holdings Inc.	2960064124	UNIFORMS	0023-0623-00-62100	PCT3 shop supplies & uniform	237.24
Unifirst Holdings Inc.	2960064124	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies & uniform	17.53
Columbus Auto Supply	137985	REPAIR MATERIALS	0023-0623-00-63500	PCT3 repair parts for patch tr	375.26
Schneider Tire & Lube LLC	48996	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 inspection	7.00
Columbus Auto Supply	138001	REPAIR MATERIALS	0023-0623-00-63500	PCT3 wiper blades	31.80
Columbus Bearing & Industria	318221	HAND TOOLS & EQUIPMENT	0023-0623-00-67100	PCT3 tools	70.13
Columbus Bearing & Industria	318223	HAND TOOLS & EQUIPMENT	0023-0623-00-67100	Return	-37.17
Columbus Bearing & Industria	318223	HAND TOOLS & EQUIPMENT	0023-0623-00-67100	PCT3 tools	9.97
Unifirst Holdings Inc.	2960068090	UNIFORMS	0023-0623-00-62100	PCT3 uniforms	98.15
Unifirst Holdings Inc.	2960068090	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies	17.53
Tri-County Petroleum Inc.	112573	FUEL & LUBRICANTS	0023-0623-00-62671	PCT3 5G1 THF	442.50
Bernardo Farm & Ranch	43927	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 hitch kit w/ 2" ball	34.98
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0023-0623-00-61000	Cellular service	37.99
R & D Truck Accessories, Inc.	1084	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT 3 Front Replacement Bu	2,250.00
Wakefield Bridge Inc.	1273	R&B CONSTRUCTION	0023-0623-00-71000	PCT 3 Zimmerscheidt Bridge	57,500.00
Department 0623 - PCT #3 Total:					65,794.63
Fund 0023 - Road & Bridge Pct 3 Total:					65,794.63

Fund: 0024 - Road & Bridge Pct 4

Department: 0624 - PCT #4

Unifirst Holdings Inc.	2680047928	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
Unifirst Holdings Inc.	2680048626	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
J & W Parts, Inc.	778193	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	Pct 4 - Lamps	53.16
Apple Lumber	2401-079994	SHOP SUPPLIES	0024-0624-00-62645	PCT4 ext cord	3.59
Grainger	1504466695	UNIFORMS	0024-0624-00-62100	PCT4 coveralls 2XL white Tyve	356.08
John Deere Financial	1716215	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	Labor	259.55

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

February 12, 2024

Pending Expense Approval Report

Packet: APPKT00235

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
John Deere Financial	1716215	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	Parts & Misc	283.08
Unifirst Holdings Inc.	2680049305	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
Constellation New Energy, Inc.	67526508001	UTILITIES	0024-0624-00-63000	Pct 4 Booth Shop Electricity	177.96
Constellation New Energy, Inc.	67526508301	UTILITIES	0024-0624-00-63000	Pct 4 Barn Electricity	90.87
Tri-County Petroleum Inc.	112585	FUEL & LUBRICANTS	0024-0624-00-62671	55GL drum AW46 Hyd Oil	463.10
Waller County Asphalt, Inc.	26254	R&B MATERIALS	0024-0624-00-62680	Grade IV Cold Mix	3,364.20
Darrell Gertson	JAN'24 Mileage	TRAVEL EXPENSES	0024-0624-00-62000	1/17-2/1/24 Mileage	842.86
J & W Parts, Inc.	777163	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	Pct 4 - Fuel Filters	19.28
Prihoda Gravel Co.	14968	R&B MATERIALS	0024-0624-00-62680	148.21 Tons Bull Rock	1,852.63
Rural Telecommunications of	1547-20240201-1	COMMUNICATIONS EXPENSE	0024-0624-00-61000	PCT 4 Internet	50.00
Texas Contractors Equipment,	91439	REPAIR MATERIALS	0024-0624-00-63500	Motorgrader Bolts	2,237.70
Verizon Wireless	7755004743	COMMUNICATIONS EXPENSE	0024-0624-00-61000	Cellular service	75.98
John Deere Financial	1720840	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	John Deere 5625	1,027.69
FSC, Inc.	51066	ENGINEERING & SURVEYING	0024-0624-00-66525	PCT4 Survey	4,342.15
Colorado County Tax Assessor	Feb '24 LP#1092814	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	2013 F350 Flatbed	7.50
Colorado County Tax Assessor	Feb'24 LP#1229204	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	1995 Ford Dump Truck	7.50
Apple Lumber	2402-090246	SHOP SUPPLIES	0024-0624-00-62645	PCT4 pushbroom	19.99
				Department 0624 - PCT #4 Total:	15,743.67
				Fund 0024 - Road & Bridge Pct 4 Total:	15,743.67
Fund: 0050 - Security Fund					
Department: 0476 - JP SECURITY					
Condra Communications	71242	MISCELLANEOUS EXPENSE	0050-0476-00-69900	Feb Alarm System Monitoring	20.00
Condra Communications	72138	MISCELLANEOUS EXPENSE	0050-0476-00-69900	Feb Alarm System Monitoring	20.00
				Department 0476 - JP SECURITY Total:	40.00
				Fund 0050 - Security Fund Total:	40.00
Fund: 0055 - Law Library					
Department: 0650 - 0650					
Relx Inc.	3094942825	LAW BOOKS	0055-0650-00-62629	Jan online subscriptions	166.32
				Department 0650 - 0650 Total:	166.32
				Fund 0055 - Law Library Total:	166.32
Fund: 0080 - Hot Check					
Department: 0475 - COUNTY ATTORNEY					
Parks Coffee	20215984	MISCELLANEOUS EXPENSE	0080-0475-00-69900	Jan coffee svc	116.19
				Department 0475 - COUNTY ATTORNEY Total:	116.19
				Fund 0080 - Hot Check Total:	116.19
				Grand Total:	334,081.92

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Pending Expense Approval Report

Packet: APPKT00235

Report Summary

Fund Summary

Fund	Expense Amount
0012 - General Fund	212,926.23
0014 - Airport	11,034.06
0017 - Colorado County Fairgrounds	40.00
0021 - Road & Bridge Pct 1	7,145.99
0022 - Road & Bridge Pct 2	21,074.83
0023 - Road & Bridge Pct 3	65,794.63
0024 - Road & Bridge Pct 4	15,743.67
0050 - Security Fund	40.00
0055 - Law Library	166.32
0080 - Hot Check	116.19
Grand Total:	334,081.92

Account Summary

Account Number	Account Name	Expense Amount
0012-0000-00-24750	GHS - COLLECTIONS FEE	4,081.66
0012-0000-00-24760	PERDUE - COLLECTIONS	140.00
0012-0400-00-61000	COMMUNICATIONS EXP	37.99
0012-0400-00-61700	CONFERENCES/SEMINA	43.00
0012-0400-00-62400	COPIER USAGE EXPENSE	164.19
0012-0400-00-62640	SUPPLIES/EQUIPMENT U	14.00
0012-0401-00-66531	OUTSIDE LEGAL SERVICE	100.00
0012-0403-00-62400	COPIER USAGE EXPENSE	219.95
0012-0403-00-62640	SUPPLIES/EQUIPMENT U	174.36
0012-0410-00-61000	COMMUNICATION EXPE	493.87
0012-0410-00-61300	PUBLICATIONS	112.50
0012-0410-00-62600	OFFICE SUPPLIES - ADMI	5,202.51
0012-0410-00-62605	VOTING SUPPLIES/PRINT	28.90
0012-0410-00-66310	EQUIPMENT & SOFTWA	655.33
0012-0428-00-61305	LAW BOOKS/ON-LINE SU	131.34
0012-0428-00-62640	SUPPLIES/EQUIPMENT U	12.95
0012-0435-00-66530	INTERPRETORS	720.00
0012-0435-00-66542	PROF SVCS-NON SPECIFI	2,400.00
0012-0450-00-61700	CONFERENCES/SEMINA	553.14
0012-0450-00-62400	COPIER USAGE EXPENSE	208.36
0012-0450-00-62640	SUPPLIES/EQUIPMENT U	24.08
0012-0451-00-44262	JUSTICE OF PEACE PCT. #	212.50
0012-0451-00-62640	SUPPLIES/EQUIPMENT U	59.52
0012-0452-00-61000	COMMUNICATIONS EXP	228.69
0012-0452-00-61700	CONFERENCES/SEMINA	225.00
0012-0452-00-62000	TRAVEL EXPENSES	69.68
0012-0452-00-62600	OFFICE SUPPLIES	170.50
0012-0452-00-62640	SUPPLIES/EQUIPMENT U	12.00
0012-0453-00-61000	COMMUNICATIONS	40.21
0012-0453-00-62640	SUPPLIES/EQUIPMENT U	36.94
0012-0454-00-61700	CONFERENCES/SEMINA	561.10
0012-0454-00-62000	TRAVEL EXPENSES	387.26
0012-0454-00-62640	SUPPLIES/EQUIPMENT U	373.85
0012-0475-00-69012	CO/DIST ATTY OFFICE EX	1,790.28
0012-0495-00-62640	SUPPLIES/EQUIPMENT U	45.74
0012-0497-00-61700	CONFERENCES/SEMINA	175.00
0012-0497-00-62640	SUPPLIES/EQUIPMENT U	319.47
0012-0499-00-61000	COMMUNICATIONS EXP	185.64
0012-0499-00-62640	SUPPLIES/EQUIPMENT U	282.64
0012-0510-00-62690	MISCELLANEOUS SUPPLI	279.47
0012-0510-00-63000	UTILITIES	2,643.19
0012-0510-00-63100	GROUND MAINTENAN	1,002.80
0012-0510-00-63200	CLEANING SUPPLIES	532.48

The payables contained in this report are in an open pack, and have not posted to the General Ledger

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**

Pending Expense Approval Report

Packet: APPKT00295

Account Summary

Account Number	Account Name	Expense Amount
0012-0510-00-63205	PEST CONTROL	596.98
0012-0510-00-63210	REPAIRS TO BLDGS	16,512.06
0012-0510-00-63415	REPAIRS TO EQUIPMENT	2,165.04
0012-0510-00-67100	HAND TOOLS & EQUIPM	142.11
0012-0510-00-69064	MISCELLANEOUS EXPEN	72.50
0012-0515-00-63410	MAINTENANCE	127.57
0012-0530-00-61000	COMMUNICATIONS EXP	37.99
0012-0530-00-63300	REPAIRS & MAINTENAN	7.00
0012-0530-00-63400	RADIO REPAIRS & MAIN	45.00
0012-0530-00-69074	STATE HOMELAND SECU	467.38
0012-0540-20-62640	SUPPLIES/EQUIPMENT U	456.46
0012-0540-20-62670	FUEL & OIL	8,403.59
0012-0540-20-70500	EQUIPMENT OVER \$500	2,106.54
0012-0540-20-76000	MOTOR VEHICLES	53,288.34
0012-0540-21-62612	AMBULANCE SUPPLIES	5,103.70
0012-0540-24-63420	REPAIRS TO AMB/EQUIP	4,438.13
0012-0540-25-61000	COMMUNICATIONS EXP	388.21
0012-0540-25-62100	UNIFORMS	6,010.50
0012-0552-00-61700	CONFERENCES/SEMINA	70.00
0012-0555-00-62640	SUPPLIES/EQUIP UNDER	1,403.00
0012-0560-10-62105	EMPLOYEE UNIFORMS	1,005.03
0012-0560-10-62640	SUPPLIES/EQUIPMENT U	489.15
0012-0560-10-62658	911 OPERATING/DISPAT	14.00
0012-0560-11-62670	FUEL & OIL	7,036.26
0012-0560-11-63300	REPAIRS OF VEH/EQUIP	2,339.13
0012-0560-11-63305	BATTERIES, TIRES & TUB	541.07
0012-0560-14-61000	COMMUNICATIONS EXP	3,901.79
0012-0560-14-61700	CONFERENCES/SEMINA	35.00
0012-0560-14-64000	SOFTWARE/LICENSE SER	3,412.05
0012-0560-14-66500	CONTRACT IT SERVICES	1,600.00
0012-0565-00-61815	SCHOOLS FOR JAILERS	20.00
0012-0565-00-63000	UTILITIES	4,596.78
0012-0565-00-63100	GROUNDS MAINTENAN	35.00
0012-0565-00-63200	CLEANING SUPPLIES	2,383.40
0012-0565-00-63210	PEST CONTROL	85.00
0012-0565-00-63241	JAIL REPAIRS	1,392.60
0012-0565-00-65010	FOOD FOR PRISONERS	12,818.09
0012-0565-00-65020	PRISONER MEDICAL/ME	10,647.17
0012-0565-00-66515	REQUIRED TESTING & D	400.00
0012-0570-00-65031	DETENTION SERVICES	4,650.00
0012-0580-00-61700	CONFERENCES/SEMINA	520.00
0012-0585-00-64000	SOFTWARE/LICENSE SER	13,309.00
0012-0640-00-66400	AUTOPSIES	10,838.00
0012-0645-00-64000	SOFTWARE LICENSE	1,059.00
0012-0665-00-61000	COMMUNICATIONS EXP	37.99
0012-0665-00-61700	CONFERENCES/SEMINA	117.51
0012-0665-00-62000	TRAVEL EXPENSES	284.61
0012-0665-00-62640	SUPPLIES/EQUIPMENT U	34.00
0012-0680-00-62640	SUPPLIES/EQUIPMENT U	35.46
0012-0695-00-61300	PUBLISHING & SUBSCRIP	813.00
0012-0695-00-61405	POSTAGE & BOX RENT	232.06
0012-0695-00-61700	ASSOCIATION DUES	1,090.00
0012-0695-00-66000	BOUNTIES	10.00
0012-0695-00-69900	MISCELLANEOUS EXPEN	149.89
0014-0520-00-63000	UTILITIES	298.07
0014-0520-00-63410	MAINTENANCE	68.00
0014-0520-00-70400	AIRPORT IMPROVEMEN	10,667.99
0017-0170-00-63410	MAINTENANCE	40.00

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**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 February 12, 2024**

Pending Expense Approval Report

Packet: APPKT00235

Account Summary

Account Number	Account Name	Expense Amount
0021-0621-00-61000	COMMUNICATIONS EXP	185.98
0021-0621-00-62100	UNIFORMS	244.26
0021-0621-00-62645	SHOP SUPPLIES	266.37
0021-0621-00-62671	FUEL & LUBRICANTS	77.94
0021-0621-00-63000	UTILITIES	158.00
0021-0621-00-63425	REPAIRS TO EQUIPMENT	237.24
0021-0621-00-63500	REPAIR MATERIALS	1,991.00
0021-0621-00-71000	R&B CONSTRUCTION	3,985.20
0022-0622-00-61000	COMMUNICATIONS EXP	184.42
0022-0622-00-62100	UNIFORMS	301.86
0022-0622-00-62645	SHOP SUPPLIES	223.70
0022-0622-00-62671	FUEL & LUBRICANTS	7,741.10
0022-0622-00-62680	R&B MATERIALS	3,170.03
0022-0622-00-62681	SIGNS	1,248.00
0022-0622-00-63300	REPAIRS OF EQUIP/VEHI	4,363.86
0022-0622-00-63305	BATTERIES, TIRES & TUB	287.12
0022-0622-00-63500	REPAIR MATERIALS	3,554.74
0023-0623-00-61000	COMMUNICATIONS EXP	37.99
0023-0623-00-62100	UNIFORMS	638.55
0023-0623-00-62645	SHOP SUPPLIES	87.65
0023-0623-00-62671	FUEL & LUBRICANTS	1,530.07
0023-0623-00-62680	ROAD & BRIDGE MATERI	2,528.16
0023-0623-00-63000	UTILITIES	291.00
0023-0623-00-63300	REPAIRS OF EQUIP/VEHI	2,291.98
0023-0623-00-63305	BATTERIES, TIRES & TUB	152.95
0023-0623-00-63500	REPAIR MATERIALS	693.35
0023-0623-00-67100	HAND TOOLS & EQUIPM	42.93
0023-0623-00-71000	R&B CONSTRUCTION	57,500.00
0024-0624-00-61000	COMMUNICATIONS EXP	125.98
0024-0624-00-62000	TRAVEL EXPENSES	842.86
0024-0624-00-62100	UNIFORMS	564.88
0024-0624-00-62645	SHOP SUPPLIES	23.58
0024-0624-00-62671	FUEL & LUBRICANTS	463.10
0024-0624-00-62680	R&B MATERIALS	5,216.83
0024-0624-00-63000	UTILITIES	268.83
0024-0624-00-63300	REPAIRS OF EQUIP/VEHI	1,657.76
0024-0624-00-63500	REPAIR MATERIALS	2,237.70
0024-0624-00-66525	ENGINEERING & SURVEY	4,342.15
0050-0476-00-69900	MISCELLANEOUS EXPEN	40.00
0055-0650-00-62629	LAW BOOKS	166.32
0080-0475-00-69900	MISCELLANEOUS EXPEN	116.19
	Grand Total:	334,081.92

Project Account Summary

Project Account Key	Expense Amount
None	334,081.92
Grand Total:	334,081.92

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

February 12, 2024



COLORADO COUNTY
Account Number: XXXX XXXX XXXX 0048

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

**INDUSTRY STATE BANK Credit Card Account Statement
December 27, 2023 to January 26, 2024**

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$5,041.70
- Payments	\$5,041.70
- Other Credits	\$451.55
+ Purchases	\$13,740.36
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$142.92
= New Balance	\$13,431.73
Account Number	XXXX XXXX XXXX 0048
Credit Limit	\$50,000.00
Available Credit	\$35,673.00
Statement Closing Date	January 26, 2024
Days in Billing Cycle	31

PAYMENT INFORMATION

New Balance:	\$13,431.73
Minimum Payment Due:	\$402.96
Payment Due Date:	February 20, 2024

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please DO NOT give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

Please see reverse side of page 1 for important information.

5762 0001 BHH 001 7 17 240126 0 PAGE 1 of 4 15 1127 4556 V85 01A85762 6407

INDUSTRY STATE BANK
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0048
New Balance: \$13,431.73
Minimum Payment Due: \$402.96
Payment Due Date: February 20, 2024

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

COLORADO COUNTY 6407
310 SPRING ST STE 106
COLUMBUS TX 78934-2465



559061455670004800040296013431731

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
February 12, 2024**



**COLORADO COUNTY
Account Number: XXXX XXXX XXXX 0048**

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/10	01/10	8868061QSEHM70WBH	PAYMENT - THANK YOU	\$5,041.70
01/10	01/10	F112700D0000PR016	ADJUSTMENT-PAYMENTS	\$5,041.70
			TOTAL XXXXXXXXXXXXX0048	\$0.00
12/28	12/29	5543286BA5WPNVQ3Y	SUPPLYHOUSE.COM 888-757-4774 NY <i>oil Supplies</i>	- \$230.50
01/18	01/19	0543884D25S9ZFAG9	SPI'DIREENERGYBUS HOUSTON TX <i>Fairgrounds</i>	- \$670.09 - FG
01/18	01/19	0534588D28PMAK759	ELECTION CENTER KATY TX <i>> Elections</i>	- \$398.00
01/18	01/19	0534588D28PMAK77K	ELECTION CENTER KATY TX	- \$459.00
			JOYCE GUTHMANN	
			TOTAL XXXXXXXXXXXXX0055	\$1,757.59
12/29	12/31	5548382BQBLH423BM	WAL-MART #0503 COLUMBUS TX	- \$29.78
01/22	01/23	5548382D7BLGZH1VA	WAL-MART #0503 COLUMBUS TX	- \$34.81
			VALERIE HARMON	
			TOTAL XXXXXXXXXXXXX0089	\$84.57
12/29	12/31	5545885BQ20EEMZ0G	PERSONNEL CONCEPTS ONTARIO CA	\$266.69 -
01/12	01/14	5543687QX4M4GXB9N	EMBASSY HOTELS AMARILLO TX	\$787.05 -
			CHECK-IN 01/08/24 FOLIO #358838	
01/25	01/25	6543286D95SW2X1D3	SPECTRUM 855-707-7328 MO	\$14.00 -
			MICHELLE LOWRANCE	
			TOTAL XXXXXXXXXXXXX0113	\$1,046.64
01/04	01/05	0543884QMBLKEP4L4	WAL-MART #503 COLUMBUS TX	\$40.83 -
01/04	01/07	7514051QMS86QNLZP	APPLE LUMBER BRANCH 40 EAGLE LAKE TX	\$18.39 -
01/10	01/11	5548382QVBLGYMH01	WAL-MART #0503 COLUMBUS TX	\$41.72 -
01/18	01/19	0541801D243A4P0WK	WAL-MART #0503 COLUMBUS TX	\$20.97
			JOSHUA GUTHMANN	
			TOTAL XXXXXXXXXXXXX0121	\$121.71
01/05	01/07	6543286QM5Z0SZRGD	UPS*BILLING CENTER 800-811-1848 GA	\$11.89
			CHARLES ROGERS	
			TOTAL XXXXXXXXXXXXX0139	\$11.89
01/08	01/09	6542950QRMLL5PYE4	ADOBE *ACROPRO SUBS 4085368000 CA	\$21.84 -
			MICHAEL FURRH	
			TOTAL XXXXXXXXXXXXX0147	\$21.84
01/08	01/09	7530837QR80A5SMWK	COLORADO COUNTY, TX TA FORT WORTH TX	\$2.00
01/08	01/09	7530837QR80A5SN5S	COLORADO COUNTY, TX TA COLUMBUS TX	\$7.50
01/12	01/14	6626352QX2LT8V8YL	HARBOR FREIGHT TOOLS 4 KATY TX	\$238.60 -
01/26	01/28	7530837D981NWAVM8	COLORADO COUNTY, TX TA FORT WORTH TX	\$2.00
01/25	01/28	7530837D981NWAVSF	COLORADO COUNTY, TX TA COLUMBUS TX	\$15.00
			STEVEN SILVER	
			TOTAL XXXXXXXXXXXXX0182	\$283.00
01/05	01/07	0543884QNBKJ4FL	WAL-MART #503 COLUMBUS TX	\$4.20
01/19	01/21	0514048D3MHDY07QG	H-E-B #258 COLUMBUS TX	\$37.50
			TRACY LEWIS	
			TOTAL XXXXXXXXXXXXX0238	\$41.70
12/29	12/31	0514048BQ3FRA1XLN	HITCHING POST, THE SCHULENBURG TX	\$88.00
			RANDY MICAN	
			TOTAL XXXXXXXXXXXXX0287	\$39.00

Transactions continued on next page

Please see reverse side of page 1 for important information.

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

February 12, 2024



COLORADO COUNTY
Account Number: XXXX XXXX XXXX 0048

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/17	01/19	6543286D262E0QZLT	BAYMONT INN & SUITES COLUMBUS KY	\$99.00 -
		CHECK-IN 01/18/24	FOLIO #000001	
01/17	01/19	5543286D262E0QZL7	BAYMONT INN & SUITES COLUMBUS KY	\$99.00 -
		CHECK-IN 01/18/24	FOLIO #000001	
01/17	01/19	5543286D262E0QZMG	BAYMONT INN & SUITES COLUMBUS KY	\$99.00 -
		CHECK-IN 01/18/24	FOLIO #000001	
			BENJAMEN MELENDEZ	
			TOTAL XXXXXXXXXXXXX0352	\$297.00
01/25	01/26	8271116DA00059DQR	EVENT 2024 TEXAS CIT ANNA TX	\$203.95
			ANDREW LOPEZ	
			TOTAL XXXXXXXXXXXXX0386	\$203.95
01/05	01/07	8517748QMWGR3T2VL	OSS ACADEMY SPRING TX	\$55.00 -
01/22	01/23	8230009D600042GAN	SP PATCHPANEL PETERBOROUGH ON	\$126.00
			ROBERT VILLANUEVA	
			TOTAL XXXXXXXXXXXXX0384	\$181.00
01/02	01/03	7519116QJ868F5ZNJ	SCHNEIDER TIRE AND LUB COLUMBUS TX	\$55.00 -
01/02	01/03	7530837QJ61ZSEZY2	COLORADO COUNTY, TX TA FORT WORTH TX	\$2.00 -
01/02	01/03	7530837QJ61ZSF0E1	COLORADO COUNTY, TX TA COLUMBUS TX	\$7.50 -
			BETH MAYFIELD	
			TOTAL XXXXXXXXXXXXX0402	\$64.50
01/02	01/03	8230509QJ000E1PPY	NINJAONE, LLC OLDSMAR FL	\$348.00 -
01/09	01/09	5543286QT5ZYRE5HW	TEXAS ASSOCIATION OF C 812-478-8763 TX	\$275.00 -
01/14	01/15	8230509QY000AS4VP	CANVA* I04030-27201288 CAMDEN DE	\$14.99 -
01/20	01/21	8230509D4000HYS75	ZOOM.US 888-799-9888 SAN JOSE CA	\$194.97 -
			CHARLES SCHNEIDER	
			TOTAL XXXXXXXXXXXXX0410	\$832.98
01/24	01/25	5526352D92LRLE0HV	HARBOR FREIGHT TOOLS33 ROSENBERG TX	\$89.98 -
			DARRELL GERTSON	
			TOTAL XXXXXXXXXXXXX0428	\$89.98
01/05	01/07	5542850QMMN1060BZ	LINDE GAS & EQUIPMENT DANBURY CT	\$651.29 -
01/08	01/09	5270828QRP5R39FK7	MCCOYS #12 WEIMAR TX	\$149.99 -
01/11	01/12	5270828QVP5R39LW7	MCCOYS #12 WEIMAR TX	\$74.33 -
01/12	01/14	5270828QWP5R39NK3	MCCOYS #12 WEIMAR TX	\$29.99 -
01/05	01/17	5542135D0J82BQZ4Z	B & D GRAPHICS COLUMBUS TX	\$180.00 -
			RYAN BRANDT	
			TOTAL XXXXXXXXXXXXX0501	\$1,085.80
01/11	01/12	7530837QV122RGGP2	INTERSTATE TRAILERS, I MANSFIELD CREDIT	
01/08	01/07	5543286QN5Z73E8B4	AMZN MKTP US*TK4907Y00 AMZN.COM/BILL WA	(\$35.00) -
01/07	01/08	5543286QP5Z7DQNN	AMZN MKTP US*TK0905PZ1 AMZN.COM/BILL WA	\$100.34 -
01/10	01/11	7530837QS0Z9BFMRY	INTERSTATE TRAILERS, I MANSFIELD TX	\$32.03 -
01/10	01/11	7530837QS5WYFXQD	COLORADO COUNTY, TX TA COLUMBUS TX	\$285.00 -
01/10	01/11	7530837QS5WYFX09	COLORADO COUNTY, TX TA FORT WORTH TX	\$7.50 -
01/20	01/21	5543286D462Z43XFK	AMZN MKTP US*R06JC2LQ0 AMZN.COM/BILL WA	\$2.00 -
			KEITH NEUENDORFF	\$57.98
			TOTAL XXXXXXXXXXXXX0518	\$449.85

Transactions continued on next page

250
TAC office
ink cartridges, wireless mouse & ka d

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

February 12, 2024



**COLORADO COUNTY
Account Number: XXXX XXXX XXXX 0048**

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/06	01/07	0634588QMBPMY4NJ8	ELECTION CENTER KATY TX	\$468.00 --
01/09	01/10	5643687QS4M3QDVHH	EMBASSY HOTELS AMARILLO TX CHECK-IN 01/08/24 FOLIO #358831	\$149.84 --
01/20	01/21	0643684D6BLKTMHVQ	WM SUPERCENTER #437 SEALY TX	\$47.88 --
01/20	01/21	0643684D5BLKTMHXM	WAL-MART #503 COLUMBUS TX	\$72.88 --
01/24	01/25	0643684D9BLKB1T33	WAL-MART #503 COLUMBUS TX	\$47.92 --
01/24	01/25	0230537D9HEV0KD3E	USPS CHANGE OF ADDRESS 800-2383150 TN REBECKA LACOURSE	\$1.10 --
			TOTAL XXXXXXXXXXXXX0543	\$778.42
01/12	01/12	5643288QW80RSPTNK	TEXAS ASSOCIATION OF C 512-478-8763 TX ERICA KOLLAJA	\$150.00 --
			TOTAL XXXXXXXXXXXXX0550	\$150.00
01/09	01/10	0230537Q300EA11R2	TRACTOR SUPPLY COMPANY COLUMBUS TX RICHARD HEDENBERG	\$129.97 --
			TOTAL XXXXXXXXXXXXX0568	\$129.97
01/23	01/24	7545491D7S68FQ304	CES 671 BRENHAM TX LYNN BRADEN	\$85.94
			TOTAL XXXXXXXXXXXXX0592	\$85.94
01/13	01/14	0541801QX43A4VAGQ	WAL-MART #0503 COLUMBUS TX CREDIT	\$259.28-
01/16	01/18	0543684D1BLMXN7A8	WAL-MART #503 COLUMBUS TX CREDIT	\$157.27-
12/26	12/27	0514048B8MHDHV3B6	H-E-B GAS #563 SUGARLAND TX	\$29.02
12/26	12/27	8230509B80009ZF2Q	LIFE360 LIFE360.COM/CS SAN FRANCISCO CA	\$18.22 --
01/06	01/07	5642950QN0TY58HYR	DOCUSIGN SEATTLE WA	\$88.29 --
01/06	01/07	0643684QNBLKJM4HX	WAL-MART #503 COLUMBUS TX	\$75.65
01/10	01/11	0543684QS9PLHZPDY	FSP*CPR CERTIFIED TRAI JEFFERSON CIT MO	\$100.00
01/11	01/12	5643286QV80HRJSP8	CHEVRON 0213233 ROSENBERG TX	\$9.35
01/13	01/14	0541801QX43A4VA48	WAL-MART #0503 COLUMBUS TX	\$157.27
01/13	01/14	0543684QYBLKSJXLX	WAL-MART #503 COLUMBUS TX	\$340.15
01/23	01/24	5550038D8VSP09XM4	WHENTOWORK INC TUSTIN CA MARTI INGVAIDSEN	\$150.00 --
			TOTAL XXXXXXXXXXXXX0007	\$530.40

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$8,801.09	31	\$142.92
Cash Advances	19.49% (v)	\$0.00	31	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7578.

Please see reverse side of page 1 for important information.

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

February 12, 2024

- _21.** 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)

Commissioner Brandt announced that Colorado Valley Telephone is doing work in the Osage area. He has been approached about erosion concerns in the area where they are working. He has contacted Colorado Valley Telephone and was told that all issues will be addressed when the project is completed.

Commissioner Gertson announced that he had purchased the tables and chairs for the Fairgrounds. He is currently waiting on a cart to come in and then everything will be delivered to the Fairgrounds. These additional chairs will allow for the maximum seating capacity at the facility.

- _22.** Commissioners Court Members sign all documents and papers acted upon or approved.

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

- _23.** Go to view and inspect the newly remodeled Elections building, and the new EMS Maintenance building at Station No. 1.

Judge Prause announced at 10:05 A.M. the meeting is adjourned at this location and will reconvene at the Elections building.

- _24.** Adjourn.

Meeting reconvened at 10:35 A.M. at the Elections building.

Motion to adjourn from the EMS Maintenance building at Station No. 1 at 11:45 A.M.; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of February 12, 2024 is available in the County Clerk's Office.

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

February 12, 2024

**Minutes were taken and prepared by Kimberly Menke, County Clerk on the
12th day of February 2024 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 12th day of February 2024.**

Given under my hand and official seal of office this date February 12, 2024.

