

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

DATE OF MEETING: July 26, 2021 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

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

**On this the 26th day July 2021, the Commissioners Court of Colorado**

**County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

**The Following Members were present, to wit:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Darrell Kubesch</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Keith Neuendorff</b>	<b>Commissioner Precinct #3</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>By: Nancy Davenport</b>	<b>Deputy Clerk</b>

**Kimberly Menke, County Clerk was unable to attend meeting.**

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

**Pledges to the United States Flag and Texas Flag.**

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

**\_\_1. Agenda as posted.**

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

FILED FOR RECORD  
COLORADO COUNTY, TX

2021 JUL 22 PM 4:09

KIMBERLY MENKE  
COUNTY CLERK

*N.D.*

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comments.
3. Annual 4-H update.
4. Discuss and consider Infrastructure Development Plan for Wolfpen Creek Estates, a proposed Manufactured Home Rental Community on 3.005 acres in the B Beason Survey, Abstract No. 5, Precinct No. 4. (Gertson)
5. Application submitted by San Bernard Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the right-of-way of West 4<sup>th</sup> Street in the Town of Sheridan, Precinct No. 2. (Kubesch)
6. Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Pct. 3. (Neuendorff)
7. Approve Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County, Texas for capital cases. (Prause)
8. Renew membership to State of Texas Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount of \$100.00 to the Texas Comptroller of Public Accounts. (Kana)
9. Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2022. (Kana)
10. Authorize acceptance of Colorado County's allocation of the Coronavirus State and Local Recovery Funds (American Rescue Plan) and name Authorized Official and Contact Person for submitting information. (Prause)
11. Consent Items:
  - a. Acknowledge receipt of \$3,500.00 anonymous donation to Colorado County Sheriff's Department.
  - b. Certification of 2021 Appraisal Roll for Colorado County.
  - c. Payment/Performance Bond No. 2313030 posted by WadeCon, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 Alleyton Culvert Replacements.
  - d. Payment/Performance Bond No. 2313031 posted by WadeCon, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 103 Culvert Replacements.
  - e. Payment/Performance Bond No. PB10549400371 posted by SB Contractors, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 16 and Loose Cow Road Culvert Replacements.
  - f. Payment/Performance Bond No. PB10549400372 posted by SB Contractors, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 114 Culvert Replacements.
  - g. Certificate of Liability Insurance posted by:
    1. WadeCon, LLC (8/1/2020-8/1/2021);
    2. SB Contractors, LLC (1/20/2021-1/20/2022); and
    3. Quality Hot Mix, Inc. (7/9/2021-7/9/2022).
12. Examine and approve all accounts payable and budget amendments.
13. 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)

**MINUTES OF THE COLORADO COUNTY  
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- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_15. Budget Workshop and receive and consider recommendation of Salary Committee for Budget Year 2022.
- \_16. Adjourn.

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

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**\_\_2. Public comments.**

**Judge Prause stated there were (4) Public Comment Rules Forms completed:  
Debbie Damon, Agenda Item #2; Ja"Shae Horn, CEA-FCH with 4-H, Agenda Item  
#3; James Weishuhn, Weishuhn Engineering, Agenda Item # 4 and James Pace/  
Angie King, Agenda Item # 4.**

**James Weishuhn and James Pace stated they will wait and speak on Agenda  
Item #4.**

**Debbie Damon briefed on the Town Hall Meeting held Thursday, July 22, 2021.**

**Attached is the Agenda for the meeting.**

**Stated that the City of Columbus denied AEP's request for rate increase.**

**She also stated that Dale Alexander is inviting the public to participate in this  
year's Fair parade supporting youth and "In Memoriam of the 20<sup>th</sup> anniversary of the  
terrorist attacks. Financial aid is needed to purchase flags and flag poles from  
the Courthouse down 90/Walnut to the Fairgrounds.**

**She also spoke regarding the Endeavor illegal immigrant housing project in  
Eagle Lake.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

Colorado County Commissioners' Court

Public Comment Rules

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4. All comments must be addressed to the Commissioners' Court.
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Public Participation Form

Name (please print) Debbie Damon

Which agenda item do you wish to address? #2

In general, are you for or against this agenda item? For  Against

Debbie Damon  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

CONCERNED CITIZENS OF COLORADO COUNTY, TEXAS  
TOWN HALL MEETING  
THURSDAY, JULY 22, 2021 ~ 5:30 PM

MINUTES

ATTENDEES

Senator Lois Kolkhorst  
Chris Steinbach – Kolkhorst Chief of Staff  
Jason Fuller – Senator Ted Cruz Office  
Larissa Plunto – Congressman Mike McCaul's Office  
Leigh Linden – State Representative Ben Leman Office

ATTENDANCE

Dwain Dungen – Moderator  
73 citizens/resident attendance

Dale Alexander presented to the meeting an invitation for guests and attendees to participate at the Colorado County Fair on Saturday, September 11, 2021. The focus for this year's parade is supporting the youth of our county and 'In Memoriam' of the 20<sup>th</sup> anniversary of the September terrorist attacks. We will honor our firefighters, law enforcement, EMS, Armed Forces, veteran and those who paid the ultimate sacrifices. We will also have the American Veterans Traveling Tribute which honors all those who sacrificed for us from World War 1 through present day. Financial sponsors are needed to provide financial aid to purchase the flag and flag poles needed to line along the parade route from the Colorado County Courthouse down 90/Walnut to the Colorado County Fairgrounds. Approximately \$700 is needed.

~ AEP/Electric Provider Update. Columbus City Council denied AEP's request for rate increase. Electric Providers are charging a monthly surcharge for minimum non-usage of \$9.99. If you are renewing your electric bill contract beware of the monthly usage...1,000 kwh; 1,500 kwh; 2,500 kwh; 3,500 kwh. It is my understanding that we are encouraged by the power companies to conserve energy through the winter and summer months so there won't be blackouts. So why are we being billed for the \$9.99 surcharge for non-usage?

~ Endeavor illegal immigrant housing project in Eagle Lake, Texas

Letter received from Mike McCaul stated that he is not in support of the Endeavor project for illegal immigrant children in Eagle Lake.

Endeavor representatives at the Eagle Lake January 12, 2021 City Council meeting presented to Eagle Lake City Council this letter from Mike McCaul and presented it in such a way that it appeared his support for Endeavors Eagle Lake Project.

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At the Town Hall meeting a poll of signatures from citizens/residents for or against this project.

( 36 AGAINST)(2 FOR)(40 signed in did not note one way or the other)

A poll at Beckey's Café revealed (21 AGAINST)

Judy Bunge is a pharmacist in Eagle Lake. She voiced her concerns as to her responsibilities to her job as a pharmacist. She does not speak Spanish. What will the requirements be should this project move forward.

Debbie Damon has contacted numerous Eagle Lake residents and business owners and they were not aware of the Endeavors project. Some Eagle Lake business owners do not live in Eagle Lake but live in Colorado County.

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7/26/2021

AT&T Yahoo Mail - Hi!! I have not forgotten about u!! This is important to everyone because it all comes down to taxpayers that pay!! Tom...

Hi!! I have not forgotten about u!! This is important to everyone because it all comes down to taxpayers that pay!! Tomorrow I will send u the administrative code and law this comes from but basically the PIC has to ensure every pharmacist, pharmacy technician and clerks follow the law!!!! Have a great evening and a reply for more insight on what helps get the point across on just the counseling of this would b pertinent. Hugs!!!! Oh my Gmail address u have is what I look at first.

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From: JUDY BUNGE (j\_bunge@icloud.com)

To: debbiedamon@sbcglobal.net

Date: Friday, July 23, 2021, 09:39 PM CDT

---

(a) Pharmacist-in-charge.

(1) General.

(A) Each Class A pharmacy shall have one pharmacist-in-charge who is employed on a full-time basis and who may be the pharmacist-in-charge for only one such pharmacy; provided, however, such pharmacist-in-charge may be the pharmacist-in-charge of:

(i) more than one Class A pharmacy, if the additional Class A pharmacies are not open to provide pharmacy services simultaneously; or

(ii) during an emergency, up to two Class A pharmacies open simultaneously if the pharmacist-in-charge works at least 10 hours per week in each pharmacy for no more than a period of 30 consecutive days.

(B) The pharmacist-in-charge shall comply with the provisions of §291.17 of this title (relating to Inventory Requirements).

(C) The pharmacist-in-charge of a Class A pharmacy may not serve as the pharmacist-in-charge of a Class B pharmacy or a Class C pharmacy with 101 beds or more.

(2) Responsibilities. The pharmacist-in-charge shall have responsibility for the practice of pharmacy at the pharmacy for which he or she is the pharmacist-in-charge. The pharmacist-in-charge may advise the owner on administrative or operational concerns. The pharmacist-in-charge shall have responsibility for, at a minimum, the following:

(A) educating and training of pharmacy technicians and pharmacy technician trainees;

(B) supervising a system to assure appropriate procurement of prescription drugs and devices and other products dispensed from the Class A pharmacy;

(C) disposing of and distributing drugs from the Class A pharmacy;

(D) storing all materials, including drugs, chemicals, and biologicals;

(E) maintaining records of all transactions of the Class A pharmacy necessary to maintain accurate control over and accountability for all pharmaceutical materials required by applicable state and federal laws and sections;

(F) supervising a system to assure maintenance of effective controls against the theft or diversion of prescription drugs, and records for such drugs;

(G) adhering to policies and procedures regarding the maintenance of records in a data processing system such that the data processing system is in compliance with Class A pharmacy requirements;

(H) legally operating the pharmacy, including meeting all inspection and other requirements of all state and federal laws or sections governing the practice of pharmacy; and

(I) if the pharmacy uses an automated pharmacy dispensing system, shall be responsible for the following:

(i) consulting with the owner concerning and adherence to the policies and procedures for system operation, safety, security, accuracy and access, patient confidentiality, prevention of unauthorized access, and malfunction;

(ii) inspecting medications in the automated pharmacy dispensing system, at least monthly, for expiration date, misbranding, physical integrity, security, and accountability;

(iii) assigning, discontinuing, or changing personnel access to the automated pharmacy dispensing system;

(iv) ensuring that pharmacy technicians, pharmacy technician trainees, and licensed healthcare professionals performing any services in connection with an automated pharmacy dispensing system have been properly trained on the use of the system and can demonstrate comprehensive knowledge of the written policies and procedures for operation of the system; and

(v) ensuring that the automated pharmacy dispensing system is stocked accurately and an accountability record is maintained in accordance with the written policies and procedures of operation

Sent from my iPhone

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**TOWN HALL MEETING ~ CITIZENS OF COLORADO COUNTY, TEXAS**

**THURSDAY, JULY 22, 2021 AT 5:30 PM  
LIVE OAK ART CENTER  
1014 MILAM STREET  
COLUMBUS, TEXAS 78934**

Topics of discussion must be submitted by 12:00 Noon on Wednesday, July 21, 2021 via email [debbiedamon@sbcglobal.net](mailto:debbiedamon@sbcglobal.net) or to Brenda Buehler [lazyb2013@gmail.com](mailto:lazyb2013@gmail.com). Index cards will be available for attendees to write down questions that they would like addressed. Attendees are encouraged to write down or type out their comments so that important comments are not left out. Shorthand skills are not what they use to be!

1. Call to Order. (Dwain Dungen & Tom Kelley-Moderators)
2. Pledge of Allegiance and Invocation.
3. Town Hall Meeting purpose is to allow residents and political officials to voice their opinions and have open attendees discussions on topics of interest.
4. Minutes preparation. (Debbie Damon, Brenda Buehler, Cynthia Penny & Leslie Shannon). Audio by Harry's Computer.
5. 2-Minute Rule for citizens' presentation and comments.
6. Sign-In Sheet - allows us to better communicate with attendees. Please let us know best way to communicate via mail, email, cell phone, cell phone text, phone land line.
7. Welcoming Visiting Government Officials and Attendees.
  - a. Senator Lois Kolkhorst – Texas State District 18 since December, 2014
  - a. Senator Ted Cruz Office - (to be announced)
  - b. Congressman Mike McCaul's Office - (Larissa Plunto)
  - c. State Representative Ben Leman Office - (Leigh Linden)- Reading of letter from State Representative Ben Leman

Our guests have graciously accepted our invitations to this meeting. Their purpose here is to observe and get the general feel of the community on agenda topics. However, if at any time they would like to interject, we would welcome their comments.

8. Citizens' Presentations and Comments.
  - a. American Electric Power (AEP) Update - Provider Electric Billing (Monthly surcharge for minimum non-usage)

It was announced at Columbus City Council Meeting that the request for rate increase by AEP was denied. YEAH!

If you are renewing your contract with your provider (Reliant, Ambit, etc.) beware of the monthly usage....1,000 kwh; 1,500 kwh; 2,500 kwh; 3,500 kwh. To my surprise I was being billed a surcharge of \$9.99

facebook.com/harry.carter.343

**MINUTES OF THE COLORADO COUNTY  
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because I was using less than 1,000 kwh. Correct me if I am wrong but weren't we encouraged by the power companies to conserve energy through 2021 February-August? So if I am conserving why am I being billed for the \$9.99?

**b. Endeavor illegal immigrant housing project in Eagle Lake, Texas**

Endeavors Officers have been invited to attend this meeting. But through an email from Connie Garner, CAP, Executive Assistant to the Chief Operating Officer, Chip Fulghum they have declined to attend until there is more clarity around the issue. (email attached) There has been a lot of information floating around concerning this facility. They did say they plan on continuing with preparations of the facility. At this time, all we know for sure is that the facility will house a number of juvenile males from ages 13-17 who have come from other countries. It is our understanding that they have entered the U.S. illegally and will be cared for through the Endeavors group. We are interested in knowing how the community feels about this facility.

**c. Participation at County Commissioners Court/City Council Meetings**

**d. Communication efforts to businesses and residents**

**e. Supporting local merchants**

**f. Paper ballots vs voting machines**

**g. Public Nuisances – Under Texas law, a nuisance is a 'condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities attempting to use and enjoy his or her property(s). In order words, a nuisance is something that would annoy a reasonable person. Some examples of a public nuisance are: accumulated rubbish; high weeds, abandoned vehicles; sickening smells; criminal activity; unsafe storage of dangerous materials; pollution; rodent population. These examples can affect neighboring residences and affect the pricing of properties in the area. (Kenny Venghause & Susie Wick have prepared document for reading.) Open the floor for comments by other neighbors in the same area.**

Are there any subjects of importance that anyone would like to offer before we close the meeting?

Would like to thank everyone who has taken their time to join us this evening. This is our first Town Hall gathering and I feel it has been well received and good information/suggestions, etc. have been shared. Please let us know if you are interested in having more meetings in the future.

As we adjourn this evening, I encourage everyone to meet our state representatives and give them a big THANK YOU for joining us this evening.

So if there is nothing further, I move this meeting be adjourned. (SOMEONE WILL SECOND)

Good night, everyone!

MINUTES OF THE COLORADO COUNTY  
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Colorado County Commissioners' Court

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Public Participation Form

Name (please print) Ja'Shae Horn

Which agenda item do you wish to address? 3

In general, are you for or against this agenda item? For W4 Against \_\_\_\_\_

Ja'Shae Horn  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

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Public Participation Form

Name (please print) James Weishuhn

Which agenda item do you wish to address? 4

In general, are you for or against this agenda item? For  Against

James Weishuhn  
Signature

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MINUTES OF THE COLORADO COUNTY  
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Public Participation Form

Name (please print) James Pace / Angie King

Which agenda item do you wish to address? #4

In general, are you for or against this agenda item? For  Against

James Pace / Angie King  
Signature

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**MINUTES OF THE COLORADO COUNTY  
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**\_\_3. Annual 4-H update.**

**Ja'Shae Horn, CEA-FCH, completed a Public Comment Rules Form to address this Agenda Item. She wanted to thank the Court for all their support and said that some of the members wanted to address the Court.**

**The 4-H members present today were: Rayel Aiken, Eagle Lake; Abigail Hilley, Wildclover; Robert Stavinoha, Frelsburg; Makenzie Thames, Frelsburg; Jagar Rau, Frelsburg; Jase Rau, Frelsburg; Kase Weishuhn, Frelsburg; Julie Anna Gobert, Frelsburg and Jack Dudensing, Frelsburg.**

**Those who spoke today were Makenzie Thames, Jack Dudensing and Robert Stavinoha.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JULY 26, 2021

## Colorado County

4-H

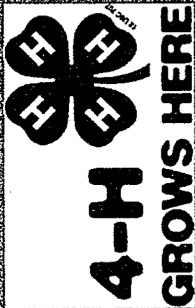
2020-2021

I pledge my **HEAD** to clearer thinking,  
my **HEART** to greater loyalty,  
my **HANDS** to larger service,  
and my **HEALTH** to better living,  
for my club, my community,  
my country, and my world.



### Activities/Projects

- Community Service Opportunities
- Share the fun - Educational Presentations
- Shooting Sports: Archery, Rifle, Air Pistol
- Consumer Decision Making
- Food Challenge/Food Show
- Record Books
- 4-H Camps
- 4-H Roundup
- County Fair Exhibits
- Brigades (Buckskin, Bass, Quail)
- Showing Livestock
- Food and Nutrition Project
- Horse Club
- Public Speaking
- Clothing and Textiles Project
- Livestock Judging
- One Day 4-H!



Colorado County Extension Office

Ja Shae Horn, GE/TECH

Taramie Kettler, AG/NR

Lontriss Jones, Office Manager

316 Spring St.

Columbus, Texas 78934

P: 979-752-2039

P: 979-752-2550

ColoradoCoAgTeam@red.u

http://coloradogrillife.org

http://www.facebook.com/pages/ColoradoCounty4H

TEXAS A&M  
AGRI LIFE  
EXTENSION

Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons without regard to race, color, sex, disability, religion, age, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Court of Texas Cooperating



## How to Join A

### 4-H Club

**Step 1.** Find a club in your areas or one you are interested in. We currently have 6 clubs and 2 project groups in Colorado County so there is something for everyone. If you are interested in joining a 4-H club in your local community, contact the club manager. They will invite you and your family to a club meeting so that you can learn more. You may also contact your Colorado County Extension Office. Membership is open year round.

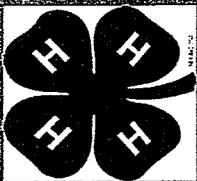
**Step 2.** Attend and participate in meetings and activities to learn all you can about the club, their activities, and 4-H!

**Step 3.** Log on to 4-H Connect at <https://texas.4honline.com> to complete your enrollment information. Make sure you complete all of the information so you can receive updates, newsletters, and reminders about activities and important dates! Parents may also become active in the 4-H clubs by leading a project group or assisting with events and activities.



MINUTES OF THE COLORADO COUNTY  
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JULY 26, 2021



**Colorado County 4-H Club Information  
2020-2021**

**Colorado County 4-H Council**

Meets 3rd Monday of Odd Months  
Colorado County Extension Office @ 6:30 p.m.  
[Colorado@ag.tamuredt.com](mailto:Colorado@ag.tamuredt.com)

979-732-2082  
979-732-2530



**Colorado County 4-H Horse Club**

Meets 3rd Tuesday of each month  
Colorado County Extension Office @ 7:00 p.m.  
Sarah Wanjura, Club Manager  
[sarahwanjura@hotmail.com](mailto:sarahwanjura@hotmail.com)

979-820-6659

**Eagle Lake 4-H Club**

Meets 3rd Saturday of each month Providence Baptist  
Church Hall @ 3:00 p.m.  
Claudine Shorter, Club Manager  
Colby Shorter III, Club Manager  
979-234-2973  
512-217-0112

**Frelsburg 4-H Club**

Meets 3rd Monday of each month Colorado  
County Extension Office @ 5:30 p.m.  
Jessie Rau, Club Manager  
[jessierau@hotmail.com](mailto:jessierau@hotmail.com)  
979-732-1816

**Garwood 4-H Club**

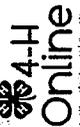
Meets 3rd Tuesday of each month Garwood Fire  
Station @ 5:00 p.m.  
Jennifer Peacock & Katie Kunz, Club Managers  
[jenniferpeacock@sbglobal.net](mailto:jenniferpeacock@sbglobal.net)  
[kunzkian@reagan.com](mailto:kunzkian@reagan.com)  
979-758-3241  
979-578-1237

**Wild Clover 4-H Club**

Meets last Thursday of each  
month @ 5:30 p.m.  
Tammy Hilley, Club Manager  
[tahilley@yahoo.com](mailto:tahilley@yahoo.com)  
832-538-9749

**Whispering Oaks 4-H Club**

Meets 2nd and 4th Tuesday Christ Episcopal  
Church @ 6:00 p.m.  
Connie Herman, Club Manager  
[cconnie.h@gmail.com](mailto:cconnie.h@gmail.com)  
979-758-4114



**Columbus Area 4-H Shooting Sports**

Meetings vary with Shooting Sports  
IHE Building, Colorado County Fairgrounds @ 6:15 p.m.  
Terri Jurek, Club Manager  
Terri and Stephen Jurek, Coaches/Leaders  
[Shoot4fun@ncazero.com](mailto:Shoot4fun@ncazero.com)  
979-732-9498

**Archery** - Tuesday (Sept. - Jan.) @ 7:00 p.m.  
Fairgrounds

**22 Rifle** - Sunday (Jan. - Feb.) @ 2:00 p.m. -

5:00 p.m., Shooting Range

**Air Pistol/Air Rifle** - Thursday (Jan. - Mar.) @

6:45 p.m., Fairgrounds

**22 Pistol** - Sunday (Jan. - Feb.) @ 2:00 - 5:00  
p.m., Fairgrounds

**Shotgun** - Coaches' availability dictates if  
these disciplines are offered and when they  
meet



**4-H Council Officers for 2020-2021**

**Rayel Aiken, Chairman**

**Brooke Wanjura, 1st Vice Chairman**

**Jagar Rau, 2nd Vice Chairman**

**Abigail Hilley, 3rd Vice Chairman**

**Robert Stavinocha, Secretary**

**Kase Welschuhn, Treasurer**

**Jake Dudensing, Reporter**

**Jase Rau, Parliamentarian**

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

**JULY 26, 2021**

- 4.** Discuss and consider Infrastructure Development Plan for Wolfpen Creek Estates, a proposed Manufactured Home Rental Community on 3.005 acres in the B Beason Survey, Abstract No. 5, Precinct No. 4. (Gertson)

**James Weishuhn, Weishuhn Engineering was present today with proposal of Wolfpen Creek Estates, two miles south of Columbus on Hwy 71. There will be a 25' wide roadway off of Hwy 71 that will be 300' long. There will be no gate or locks.**

**There will be (4) rental units of a container style construction.**

**Water will be supplied by an existing groundwater well and pressure tank.**

**Wastewater will be treated with a conventional onsite wastewater treatment system.**

**James Pace stated that the containers are 40' and 20' which will be welded together.**

**They will have living space for either one or two people.**

**Commissioner Gertson questioned since this is in the flood plain, the road needs a 20' easement for more room and needs to be elevated.**

**The Courts decision was for Weishuhn Engineering to come back with preliminary Plans.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021



P.O. Box 358 • Columbus, TX 78934-0358 • (979) 732-6997 • wai-eng.com

July 16, 2021

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

Re: IDP Application Letter, Wolfpen Creek Estates, Manufactured Home Residential Community, 1011, 1013, 1015 and 1017 Wolfpen Lane, Columbus, TX, Precinct 4

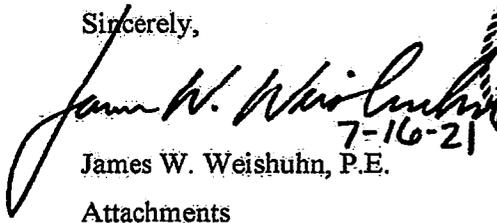
Dear Judge Prause and Commissioners Court of Colorado County:

Please find attached an Infrastructure Development Plan (IDP) for the Wolfpen Creek Estates manufactured home community. The Wolfpen Creek Estates is a proposed Manufactured Home Residential Community (MHRC) located two miles south of Columbus at the aforementioned addresses. The property is intended to be developed into four rental units. The rental units are one bedroom, container style construction, each with a living area of 480 square feet.

Ownership of the park is by Angie King, 4419 Hwy 71, Columbus, Texas and her phone numbers is (979) 446-4034.

Water will be supplied to the park via an existing groundwater well and pressure tank. Electricity is served to the site by San Bernard Electric Cooperative (SBEC). The owner has met with SBEC and indicates a service commitment letter is forthcoming. Wastewater generated onsite will be treated with a conventional onsite wastewater treatment system serving the four rental units.

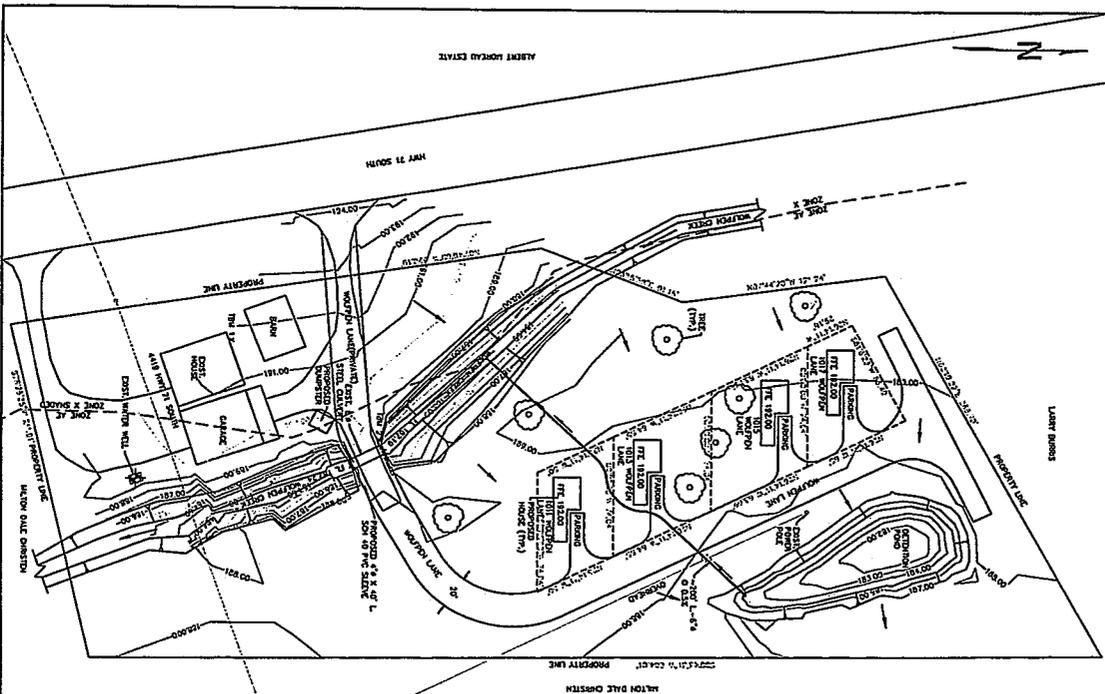
Sincerely,

  
James W. Weishuhn, P.E.  
7-16-21

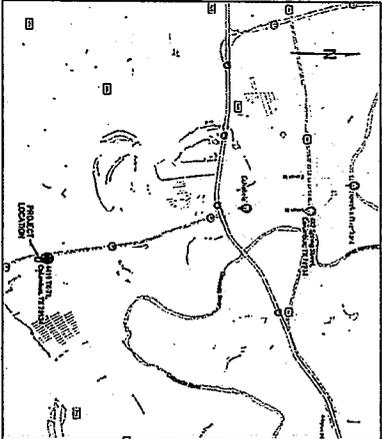
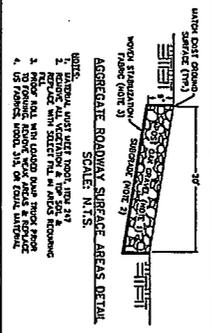


Attachments

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**



AREA	AREA TYPE	AREA TOTAL
101	ROADWAY	1.2333
102	UTILITY	0.0000
103	LANDSCAPE	0.0000
104	LANDSCAPE	0.0000
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200	LANDSCAPE	0.0000



**NOTICE TO CONTRACTORS:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF TEXAS.

**CONTRACTOR TO VERIFY:**  
 THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF TEXAS.



NO.	DATE	REVISIONS
1	6/11/21	ISSUE FOR PERMITTING

WOLFEN CREEK ESTIMATES  
 1011 1/2 N. BEAUCHAMP BLVD.  
 COLLEGE STATION, TX 77840  
 TEL: 767-277-1111  
 FAX: 767-277-1112  
 WWW.WOLFENCREK.COM



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

- \_\_\_5. Application submitted by San Bernard Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the right-of-way of West 4<sup>th</sup> Street in the Town of Sheridan, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application submitted by San Bernard Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the right-of-way of West 4<sup>th</sup> Street in the Town of Sheridan, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.  
(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**NOTICE OR PROPOSED ERECTION OF POWER LINE**

**DATE: July 12, 2021**

**TO THE COMMISSIONER'S COURT**

**ATTN: The Honorable Ty Prause  
County Judge, Colorado County  
400 Spring St., Room 107  
Columbus, Texas 78934**

**Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 1 power pole and 1 anchor guy wire in West 4<sup>th</sup> St. Right of Way in the Town of Sheridan, Colorado County, Texas.**

**LOCATION: Approximately 250' North of the intersection of Ave G and W 4<sup>th</sup> St. in the Town of Sheridan, Colorado County, Texas**

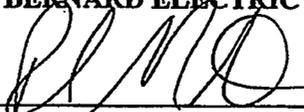
**DESIGN: See attached drawing.**

**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 June 1, 2021**

**SAN BERNARD ELECTRIC COOPERATIVE, INC.**

By: \_\_\_\_\_

  
**Paul Martinez, Right of Way Agent  
P.O. Box 1208  
Bellville, Texas 77418**

**Job Name: Andrew Finger, WO# 21-06-149**

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 JULY 26, 2021

Work Order: 21-06-149

<p><b>1_P1</b>            GPS #            Line Angle            Existing OH            217 feet            Source: 2            Comments:</p> <p>Existing (217) 4 ACSR            Existing (217) 4 ACSR            New (1) HWC            New (1) P40-4            New (1) VA5-5.1            New (1) VET-3            Comment: 30' Guy Lead            New (1) VE3-10            New (1) VF1-2S            New (1) VM2-11</p>	<p><b>2_77954</b>            GPS #            Line Angle            Existing OH            84 feet            Source: 1_P1            Comments: Slack Span</p> <p>Existing (84) 4 ACSR            Existing (84) 4 ACSR            Existing (1) K14            Existing (1) P40-4            Existing (1) VA5            Existing (1) VM2-11            Retire (1) VE1-2            Retire (1) VE3-10            Retire (1) VF1-2S</p>	<p><b>Unit Summary</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Unit</th> <th># New</th> <th># Retire</th> </tr> </thead> <tbody> <tr> <td>HWC</td> <td>1</td> <td>0</td> </tr> <tr> <td>P40-4</td> <td>1</td> <td>0</td> </tr> <tr> <td>VA5-5.1</td> <td>1</td> <td>0</td> </tr> <tr> <td>VE1-2</td> <td>0</td> <td>1</td> </tr> <tr> <td>VE1-3</td> <td>1</td> <td>0</td> </tr> <tr> <td>VE3-10</td> <td>1</td> <td>1</td> </tr> <tr> <td>VF1-2S</td> <td>1</td> <td>1</td> </tr> <tr> <td>VM2-11</td> <td>1</td> <td>0</td> </tr> </tbody> </table>	Unit	# New	# Retire	HWC	1	0	P40-4	1	0	VA5-5.1	1	0	VE1-2	0	1	VE1-3	1	0	VE3-10	1	1	VF1-2S	1	1	VM2-11	1	0			
Unit	# New	# Retire																														
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P40-4	1	0																														
VA5-5.1	1	0																														
VE1-2	0	1																														
VE1-3	1	0																														
VE3-10	1	1																														
VF1-2S	1	1																														
VM2-11	1	0																														
<p><b>Finger, Andrew</b></p>																																

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

- 6.** Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Pct. 3. (Neuendorff)

**Motion by Commissioner Neuendorff to approve Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Pct. 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  
JULY 26, 2021

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

Date: July 13, 2021

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

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

SEE ATTACHED SHEETS:

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

Construction of this line will begin on or after the 27th day of July 2021.

Firm: Industry Telephone Company

By: Don Noska

Title: Engineer

Address: PO Box 40

Industry, TX 78944

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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

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

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

BE IT, THEREFORE, RESOLVED by the Commissioners' Court of Colorado County, Texas, at a Regular meeting held on the 26 day of July, 2021, that the said Industry Telephone Company assign, a Public Utility, be and it is hereby granted the right as prayed for in said application to lay, construct, maintain and operate the above mentioned line under, through, across and along public roads and highways under, the jurisdiction of the Commissioners' Court along the route as now surveyed and shown on the plat attached to the application of said company for this permit, provided, however, that the said company, its successors and assigns, shall comply with the following requirements:

**SPECIAL PROVISIONS:**

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

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

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

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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

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

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

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

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

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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

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

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

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

**JULY 26, 2021**

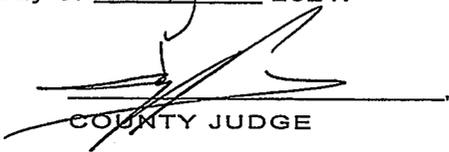
14. Industry Telephone Company shall, within 30 days of the completion of all work performed pursuant to the terms of this permit application, give written notice to the County Judge of Colorado County, Texas, and to the commissioner in whose precinct such work was performed, that, in the opinion of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

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

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

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

APPROVED this 26 day of July 2021.

  
\_\_\_\_\_  
COUNTY JUDGE

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

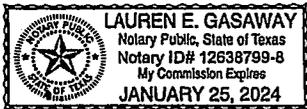
Industry Telephone Company, being the Grantee in the  
aforementioned permit, does hereby accept the granting of same  
upon the terms, conditions and agreements, covenants and  
obligations, as set forth therein, and agrees that same shall be  
fully binding upon Grantee, its successors and assigns.

Don Noska  
Don Noska, Engineer

THE STATE OF TEXAS  
COUNTY OF AUSTIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
on this 19 day of July, 2021.



Lauren E Gasaway  
NOTARY PUBLIC IN AND FOR  
AUSTIN COUNTY, TEXAS

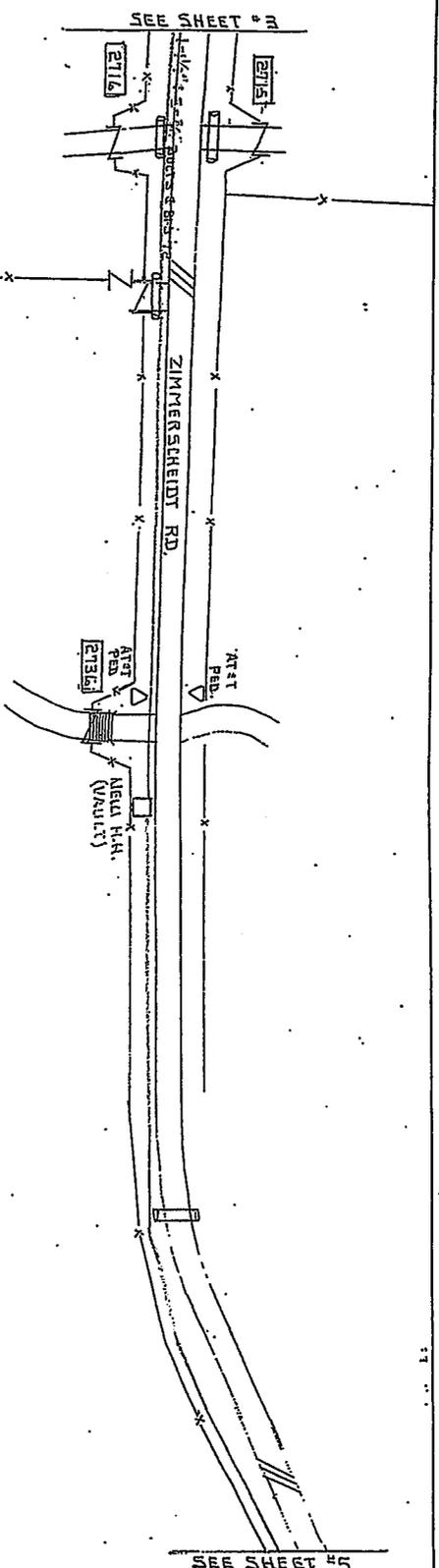
My commission expires:

01/25/2024





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**



PED. NO.	BD	BA	BFC	BFC	B	B	B	BM	BM	MAP NO.	PI	SEEP	BM	"BURIED PLANT" STAKING SHEET
													83	OWNER INDUSTRY TELEPHONE COMPANY
														SYSTEM DESIGNATION TX695
														TAX DISTRICT COLUMBUS
														EXCHANGE NEWS ULM
														COUNTY COLORADO
														MAP REF 34
														STAKED BY
														DATE 03.25.21
														DRAWN BY
														CONST. MSTR. BY
														R.O.W. SECURED FOR CONST.
														BY OWNER
														ROUTE 15-14-1
														PAGE NO.
														SHEET 4 OF 5

NORTH

This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, holding and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

- \_\_\_7. Approve Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County, Texas for capital cases. (Prause)

**Motion by Commissioner Wessels to approve Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County, Texas for capital cases; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER  
Edward Ray Keith Jr.  
DEPUTY PUBLIC DEFENDER  
Keri Mallon

CHIEF FINANCIAL OFFICER  
Amy Sharb  
SYSTEM ADMINISTRATOR  
Elaine Nauert

Honorable Ty Prause  
County Judge  
County of Colorado  
PO Box 236  
Columbus, Texas 78934

Via email: [ty.prause@co.colorado.tx.us](mailto:ty.prause@co.colorado.tx.us)

**RE: FY2022/23 Interlocal Agreement**

Honorable Judge Prause:

The current Interlocal Agreement expires September 30, 2021. Enclosed is the new Interlocal for the FY2022/23 biennium. The Interlocal begins October 1, 2021 and expires September 30, 2022; it will automatically renew on October 1, 2022 and expire September 30, 2023.

The contribution amount for this biennium have stayed the same as the current Interlocal Agreement. This allows for your contribution amount to not increase for another two fiscal years.

The due date for the approved Interlocal Agreement is October 1, 2021. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "Edward Ray Keith, Jr.", written over a horizontal line.

Edward Ray Keith, Jr.

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**INTERLOCAL AGREEMENT**

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION ("RPDO")**, and **COLORADO COUNTY, TEXAS ("PARTICIPANT")**, a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

**RECITALS**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Colorado County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I  
PROGRAM**

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding received from the Texas Indigent Defense Commission ("TIDC"). The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

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In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1<sup>st</sup> for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; and (vii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the PARTICIPANT. PARTICIPANT may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to PARTICIPANT's agreement with the RPDO that support the calculations of charges invoiced to the PARTICIPANT under this Agreement. Such audits shall be conducted at PARTICIPANT's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

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- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II  
OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

**If to RPDO:**

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

**If to PARTICIPANT:**

Honorable Ty Prause  
County Judge  
Colorado County  
PO Box 236  
Columbus, Texas 78934  
E-Mail: [ty.prause@co.colorado.tx.us](mailto:ty.prause@co.colorado.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to

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unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written

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notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 26<sup>th</sup> day of July, 2021.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF COLORADO

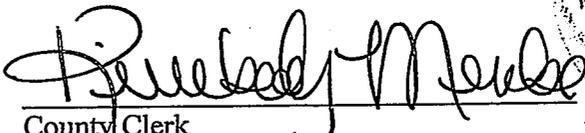
\_\_\_\_\_  
William Cox, Chairman

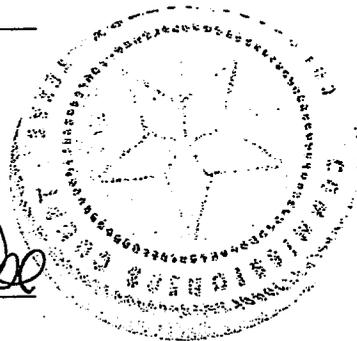
  
\_\_\_\_\_  
Honorable Ty Prause  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Geoff Burkhardt, Board Secretary

  
\_\_\_\_\_  
County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

**MINUTES OF THE COLORADO COUNTY  
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REVIEWED FOR FORM:

REVIEWED FOR FORM:

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Matthew L. Wade  
Underwood Law Firm  
General Counsel

**MINUTES OF THE COLORADO COUNTY  
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<b>County</b>	<b>2010 Pop</b>	<b>%Total Pop</b>	<b>Avg cases per yr</b>	<b>%Total Cases</b>	<b>FY22 Cost per County</b>	<b>FY23 Cost per County</b>
Anderson	58,458	0.66%	0.9	0.69%	\$25,301.00	\$25,301.00
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00	\$5,605.00
Bastrop	74,171	0.83%	0.5	0.38%	\$22,511.00	\$22,511.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$30,159.00	\$30,159.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00	\$8,174.00
Bowie	92,565	1.04%	2.9	2.21%	\$60,942.00	\$60,942.00
Brazoria	313,166	3.52%	1.2	0.92%	\$78,780.00	\$78,780.00
Brazos	194,851	2.19%	2.7	2.06%	\$78,144.00	\$78,144.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,339.00	\$1,339.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00	\$11,001.00
Burnet	42,750	0.48%	0.1	0.08%	\$10,133.00	\$10,133.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00	\$8,829.00
Callahan	13,544	0.15%	0.1	0.08%	\$4,159.00	\$4,159.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00	\$10,147.00
Cherokee	50,845	0.57%	0.4	0.31%	\$16,033.00	\$16,033.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$5,685.00	\$5,685.00
Comal	108,472	1.22%	0.4	0.31%	\$27,857.00	\$27,857.00

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Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00	\$2,620.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00	\$2,709.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$5,374.00	\$5,374.00
Delta	5,231	0.06%	0.1	0.08%	\$2,446.00	\$2,446.00
DeWitt	20,097	0.23%	0	0.00%	\$4,005.00	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00	\$2,128.00
Duval	11,782	0.13%	0	0.00%	\$2,285.00	\$2,285.00
Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$45,992.00	\$45,992.00
Erath	37,890	0.43%	1.2	0.92%	\$25,549.00	\$25,549.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00	\$2,859.00
Gonzales	19,807	0.22%	0.7	0.53%	\$14,458.00	\$14,458.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00	\$53,724.00
Gregg	121,730	1.37%	2	1.53%	\$53,971.00	\$53,971.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00	\$8,390.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$45,755.00	\$45,755.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00	\$14,949.00

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Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00	\$21,786.00
Harrison	65,631	0.74%	2.8	2.14%	\$54,139.00	\$54,139.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00	\$1,101.00
Haskell	5,899	0.07%	0	0.00%	\$1,066.00	\$1,066.00
Hays	157,107	1.76%	0.9	0.69%	\$44,867.00	\$44,867.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00	\$13,199.00
Houston	23,732	0.27%	0.4	0.31%	\$10,776.00	\$10,776.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00	\$1,718.00
Jackson	14,075	0.16%	0.3	0.23%	\$7,290.00	\$7,290.00
Jasper	35,710	0.40%	1.5	1.14%	\$29,491.00	\$29,491.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$108,367.00	\$108,367.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$34,884.00	\$34,884.00
Johnson	150,934	1.69%	1	0.76%	\$45,143.00	\$45,143.00
Jones	20,202	0.23%	1.1	0.84%	\$20,462.00	\$20,462.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00	\$14,672.00
Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$16,967.00	\$16,967.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$5,831.00	\$5,831.00
Lamar	49,793	0.56%	1.9	1.45%	\$38,145.00	\$38,145.00
Lamb	13,977	0.16%	0.1	0.08%	\$4,258.00	\$4,258.00
Lampasas	19,677	0.22%	0.4	0.31%	\$9,945.00	\$9,945.00

**MINUTES OF THE COLORADO COUNTY  
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Lavaca	19,263	0.22%	0.5	0.38%	\$11,360.00	\$11,360.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00	\$4,843.00
Liberty	75,643	0.85%	1.7	1.30%	\$40,475.00	\$40,475.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$14,830.00	\$14,830.00
Marion	10,546	0.12%	0.1	0.08%	\$3,549.00	\$3,549.00
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.84%	\$24,155.00	\$24,155.00
Maverick	54,258	0.61%	0	0.00%	\$10,951.00	\$10,951.00
McCulloch	8,283	0.09%	0	0.00%	\$1,561.00	\$1,561.00
McLennan	234,906	2.64%	3.7	2.82%	\$99,650.00	\$99,650.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$38,238.00	\$38,238.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00	\$18,839.00
Newton	14,445	0.16%	0.2	0.15%	\$5,875.00	\$5,875.00
Nolan	15,216	0.17%	0.2	0.15%	\$6,016.00	\$6,016.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$27,036.00	\$27,036.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$19,130.00	\$19,130.00
Panola	23,796	0.27%	0.2	0.15%	\$7,777.00	\$7,777.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00	\$1,465.00

**MINUTES OF THE COLORADO COUNTY  
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Rains	10,914	0.12%	0.6	0.46%	\$11,222.00	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00	\$1,375.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$13,804.00	\$13,804.00
Rockwall	78,337	0.88%	0.3	0.23%	\$20,343.00	\$20,343.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00	\$2,020.00
Rusk	53,330	0.60%	2	1.53%	\$40,299.00	\$40,299.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00	\$8,167.00
San Augustine	8,865	0.10%	1	0.76%	\$16,656.00	\$16,656.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$21,729.00	\$21,729.00
San Patricio	64,804	0.73%	0.3	0.23%	\$17,621.00	\$17,621.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$18,585.00	\$18,585.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00	\$1,000.00
Smith	209,714	2.35%	3.8	2.90%	\$96,235.00	\$96,235.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$8,010.00	\$8,010.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00	\$11,948.00
Upshur	39,309	0.44%	0.9	0.69%	\$21,415.00	\$21,415.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00	\$21,361.00
Victoria	86,793	0.97%	2.4	1.83%	\$52,742.00	\$52,742.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00	\$16,925.00

**MINUTES OF THE COLORADO COUNTY  
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Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_\_8.** Renew membership to State of Texas Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount of \$100.00 to the Texas Comptroller of Public Accounts. (Kana)

**Motion by Commissioner Gertson to approve to renew membership to State of Texas Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount of \$100.00 to the Texas Comptroller of Public Accounts; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.  
(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13186 • Austin, TX 78711-3186

July 6, 2021

RAYMIE KANA, COUNTY AUDITOR  
COLORADO COUNTY  
318 SPRING ST., SUITE 104  
COLUMBUS, TX 78934

Account number: C0450

RE: State of Texas Cooperative Purchasing Program  
Annual Membership Renewal

Dear Ms. Kana:

Now is the time to keep the state of Texas' \$13 billion purchasing power working for you. Your entity's State of Texas Cooperative Purchasing Program (CO-OP) membership will expire on 07/15/2021.

Your CO-OP membership lets you enjoy the ability to save money on goods, save time by ordering through existing state contracts and order thousands of items online using the TxSmartBuy system. You also get the peace of mind knowing that the Texas Comptroller's office stands behind all contracts to ensure they offer the best value for the state of Texas.

To ensure uninterrupted access to all of the advantages of your CO-OP membership, including term contracts, TXMAS and travel contracts, please send your membership fee by 07/15/2021.

Everything you need to know to make the most of your CO-OP membership is on our website at [www.comptroller.texas.gov/procurement/prog/coop](http://www.comptroller.texas.gov/procurement/prog/coop) and in our CO-OP manual, listed on the site under "Publications" on the left-hand column.

We're at your service: Please feel free to contact us at 512-463-3368 if you ever have any questions or comments about this program. If you choose not to renew, please call or email us at [coop@cpa.texas.gov](mailto:coop@cpa.texas.gov) to let us know why.

Thank you for your participation.

Sincerely,  
State of Texas CO-OP Team

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13186 • Austin, TX 78711-3186

July 6, 2021

RAYMIE KANA, COUNTY AUDITOR  
COLORADO COUNTY  
318 SPRING ST., SUITE 104  
COLUMBUS, TX 78934

**Final Notice**

**State of Texas Cooperative Purchasing Program (CO-OP)  
Annual Membership Participation Fee**

Account number: C0450

Authorized signers: RAYMIE KANA, COUNTY AUDITOR  
JOYCE GUTHMANN, COUNTY TREASURER

Primary e-mail address: raymie.kana@co.colorado.tx.us  
Secondary e-mail address: joyce.guthmann@co.colorado.tx.us

NOTE: If your agent of record (contact person) has changed, please go to [www.comptroller.texas.gov/purchasing/](http://www.comptroller.texas.gov/purchasing/) and complete the name change form.

DUE DATE: 07/15/2021

State of Texas CO-OP annual membership participation fee: \$100

Please make your check payable to: State Comptroller

Mailing address: Texas Comptroller of Public Accounts  
P.O. Box 13186  
Austin, TX 78711

Questions? Call 512-463-3368, or e-mail [coop@cpa.texas.gov](mailto:coop@cpa.texas.gov).

Amount enclosed: \$ 100.00

NOTE: Payment must be received by the due date to ensure uninterrupted access to CO-OP membership contracts.

**Return this invoice with payment**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**\_\_9. Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2022. (Kana)**

**Raymie Kana, County Auditor stated with the 200% match the rate would be 13.20%.**

**Motion by Judge Prause to approve the Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2022 with the 200% match; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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**Special Note Regarding 2022 Plan Assessments**

TCDRS' long-term outlook anticipates that rates and returns will remain below historical norms. The forecasts show decreased returns across all asset classes. Soundness requires synchronizing assumptions with expectations. Thus, the TCDRS board reduced the investment return assumption to 7.5%. A reduction in the assumption was consistent with the recommendation of Milliman, our consulting actuaries. The investment return assumption is important as it determines how much benefit funding is expected to come from investments versus employer contributions. In addition, the inflation assumption has also been decreased to 2.5% which impacts wage growth and payroll growth.

These assumptions are reflected in this valuation and most employers will see increases in their required contribution rates for 2022. Supporting employers through this transition is TCDRS' most important investment. The board has used a portion of system reserves and re-amortized liabilities to help mitigate the increases. In addition, one of TCDRS' strengths is that employers have the ability to annually adjust benefits based on local needs and budgets. If employers need to reduce costs, TCDRS staff is available to help you understand your options.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**Plan Assessment for Plan Year 2022  
Colorado County – 144  
Participation Date – 3/1/1968**

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

	<b>2022 Plan</b>
<b>Basic Plan Options</b>	
Employee Deposit Rate	7%
Employer Matching	185%
Prior Service Credit	125%
<b>Retirement Eligibility</b>	
Age 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	20 years of service
<b>Optional Benefits</b>	
Partial Lump Sum	No
Group Term Life	None
<b>Retirement Plan Funding</b>	
Total Normal Cost Rate	14.00%
Employee Deposit Rate	<u>-7.00%</u>
Employer-Paid Normal Cost Rate	7.00%
UAAL / (OAAL) Rate	<u>3.80%</u>
Required Rate	10.80%
Elected Rate	12.00%
<b>Total Contribution Rate</b>	
Retirement Plan Rate (greater of required and elected rate)	12.00%
Group Term Life Rate	<u>N/A</u>
Total Contribution Rate	12.00%
<b>Valuation Results (Dec 31, 2020)</b>	
Actuarial Accrued Liability	\$38,190,150
Actuarial Value of Assets	<u>\$34,030,760</u>
Unfunded / (Overfunded) AAL	\$4,159,390
Funded Ratio	89.1%

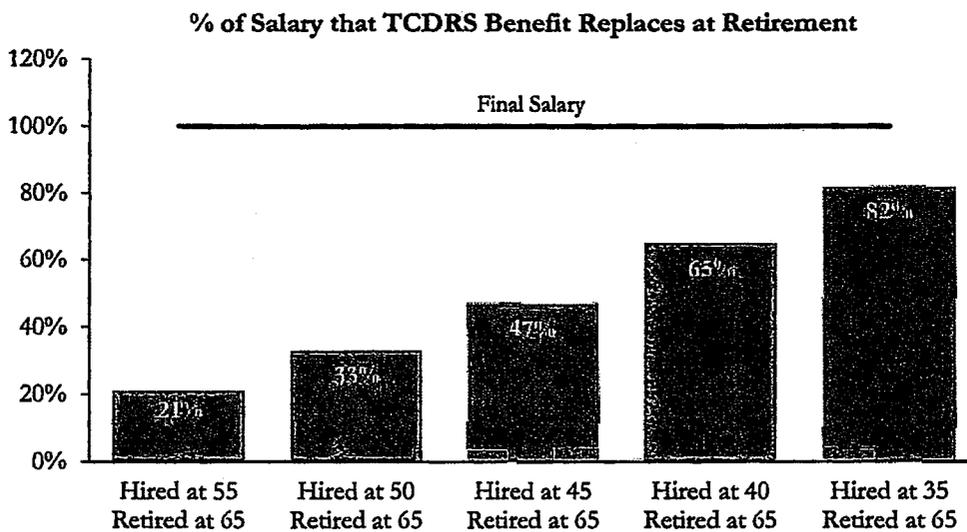
**Notes:**

Last COLA: 2020

**MINUTES OF THE COLORADO COUNTY  
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**What You Are Providing**

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:



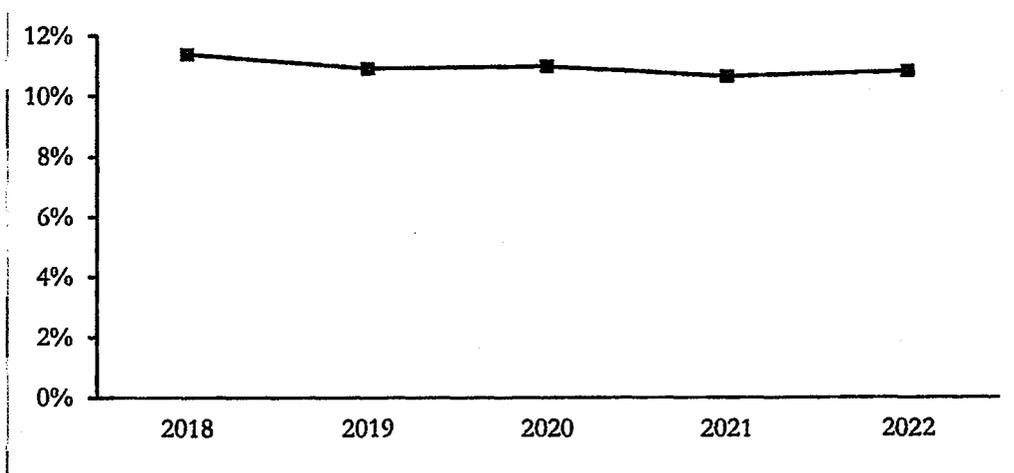
**Assumptions**

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through an employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at [TCDRS.org/Employer](http://TCDRS.org/Employer)).
- Based on Single Life benefit.

**MINUTES OF THE COLORADO COUNTY  
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**Reasons for Rate Change**

Below is a record of your required rate history for your retirement plan over the last five years.



Reasons for Rate Change	2018-2019	2019-2020	2020-2021	2021-2022
Beginning Rate	11.38%	10.91%	10.98%	10.65%
Plan Changes Adopted	0.00%	0.21%	0.00%	N/A
Investment Return	0.00%	0.54%	-0.02%	-0.02%
Elected Rate/Lump Sum	-0.13%	-0.25%	-0.28%	-0.10%
Demographic/Other Changes	-0.34%	-0.43%	-0.03%	0.11%
Assumptions/Methods <sup>(1)</sup>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.16%</u>
Ending Rate	10.91%	10.98%	10.65%	10.80%

Valuation Year	2017	2018	2019	2020
Funded Ratio	89.7%	89.8%	91.4%	89.1%

1. 2021-2022: Includes reductions to the investment return and inflation assumptions, and method adjustments designed to mitigate the impact of the reductions.

A complete Summary Valuation Report for the Dec. 31, 2020 valuation will be available mid-May at [TCDRS.org/Employer](http://TCDRS.org/Employer).

**Next Steps**

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit selections are due by Dec. 15, 2021.

**MINUTES OF THE COLORADO COUNTY  
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JULY 26, 2021**



**PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2022**  
*Colorado County*

**CURRENT PLAN AND PROPOSED PLAN(S)**

	Current Plan	200% FUTURE	200%
<b>Basic Plan Options</b>			
Employee Deposit Rate	7.00%	7.00%	7.00%
Employer Matching	185%	200%	200%
Application of Matching	Past & Future	Future Only	Past & Future
Prior Service Credit	125%	125%	125%
<b>Retirement Eligibility</b>			
Age 60 (Vesting)	8 yrs of service	8 yrs of service	8 yrs of service
Rule Of	75 yrs total age + service	75 yrs total age + service	75 yrs total age + service
At Any Age	20 yrs of service	20 yrs of service	20 yrs of service
<b>Optional Benefits</b>			
Partial Lump-Sum Payment at Retirement	No	No	No
Group Term Life	NONE	NONE	NONE
COLA	N/A	N/A	N/A
<b>Retirement Plan Funding</b>			
Normal Cost Rate	7.00%	7.62%	7.62%
UAAL/(OAL) Rate	3.80%	3.95%	5.58%
Required Rate	10.80%	11.57%	13.20%
Elected Rate	12.00%	12.00%	12.00%
Additional Employer Contribution	\$0.00	\$0.00	\$0.00
<b>Total Contribution Rate</b>			
Retirement Plan Rate	12.00%	12.00%	13.20%
Group Term Life Rate	0.00%	0.00%	0.00%
<b>Total Contribution Rate</b>	<b>12.00%</b>	<b>12.00%</b>	<b>13.20%</b>
<b>Valuation Results</b>			
Actuarial Accrued Liability	\$38,190,150	\$38,314,365	\$39,603,128
Actuarial Value of Assets	\$34,030,760	\$34,030,760	\$34,030,760
<b>Unfunded/(Overfunded) Actuarial Liability</b>	<b>\$4,159,390</b>	<b>\$4,283,605</b>	<b>\$5,572,368</b>
Funded Ratio	89.1%	88.8%	85.9%

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

**JULY 26, 2021**

- \_10. Authorize acceptance of Colorado County's allocation of the Coronavirus State and Local Recovery Funds (American Rescue Plan) and name Authorized Official and Contact Person for submitting information. (Prause)**

**Judge Prause stated there has been considerable discussion regarding this and we have had several meetings, the Department of Emergency Management will be taking over this as the agent for these funds.**

**Judge Prause stated we have a deadline of August 2<sup>nd</sup> to accept these funds and put them in the bank and gain interest and see what all the other Counties are going to do with their funds.**

**Commissioner Kubesch at this time asked to table this Agenda Item. He said he had a bunch of questions regarding social security? We are getting into something we don't know anything about. What will be the end obligation if we accept this? Discussion by the Court to possibly find ways to utilize the money went back and forth.**

**Motion by Commissioner Kubesch to TABLE this Agenda Item; the motion died for lack of a second.**

**Motion by Commissioner Kubesch to adjourn this meeting; the motion died for lack of a second and Judge Prause stated that he would arise to a point of order because we are not finished with this meeting.**

**Motion by Judge Prause to accept, specifically not use or authorize the use pending further Commissioner Court Meetings only to place our allocations if we receive it into an interest bearing account for further consideration by the Court after reviewing how other counties fair with the uses and regulations and Federal rules, with Judge Prause to be the authorized person to sign application; seconded by Commissioner Gertson; 4 ayes 1 nay (Kubesch) for reason for the Federal Statutes and Executor Order that we know nothing about; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

DocuSign Envelope ID: 836BC20C-C729-4862-BE8E-9B99685CCD70

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: Colorado County 318 Spring St., Suite 104 Columbus, Texas, 78934	DUNS Number: 060720836 Taxpayer Identification Number: 746000544 Assistance Listing Number: 21.027
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Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

DocuSigned by:  
Recipient *Ty Prause*  
2392A6B8079C449...

Authorized Representative: Ty Prause

Title: Colorado County

Date signed: 7/27/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

DocuSign Envelope ID: 836BC20C-C729-456Z-BE8E-9B99685CCD70

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.11

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

DocuSign Envelope ID: 830BC20C-C729-4502-BE8E-9B99065CC070

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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

**JULY 26, 2021**

DocuSign Envelope ID: 836BC20C-C729-456Z-BE8E-9B99685C0D70

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JULY 26, 2021

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OMB Approved No. 1505-0271  
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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Colorado County

7/27/2021

Recipient

Date

DocuSigned by:  
*Ty Prause*  
2392A6B8079C449...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

- \_11. Consent Items:**
- a. Acknowledge receipt of \$3,500.00 anonymous donation to Colorado County Sheriff's Department.
  - b. Certification of 2021 Appraisal Roll for Colorado County.
  - c. Payment/Performance Bond No. 2313030 posted by WadeCon, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 Alleyton Culvert Replacements.
  - d. Payment/Performance Bond No. 2313031 posted by WadeCon, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 103 Culvert Replacements.
  - e. Payment/Performance Bond No. PB10549400371 posted by SB Contractors, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 16 and Loose Cow Road Culvert Replacements.
  - f. Payment/Performance Bond No. PB10549400372 posted by SB Contractors, LLC for GLO CDBG-DR Contract No. 20-065-079-C231 County Road 114 Culvert Replacements.
  - g. Certificate of Liability Insurance posted by:
    1. WadeCon, LLC (8/1/2020-8/1/2021);
    2. SB Contractors, LLC (1/20/2021-1/20/2022); and
    3. Quality Hot Mix, Inc. (7/9/2021-7/9/2022).

**Judge Prause wanted to mention a., the anonymous donation to the Colorado County Sheriff's Department.**

**Motion by Commissioner Neuendorff to approve all Consent Items as presented;**

**seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was ordered.**

**(See Attachments)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

COLORADO COUNTY JUDGE  
P.O. BOX 236  
COLUMBUS, TEXAS 78934-0236

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

JUL 22 2021

STATE OF TEXAS

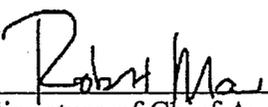
PROPERTY TAX CODE, SECTION 26.01 (a)

COUNTY OF COLORADO

**CERTIFICATION OF APPRAISAL ROLL FOR COLORADO COUNTY.**

I, Robert Maes, Chief Appraiser for the Colorado County Appraisal District, solemnly swear that the following is the portion of the approved Appraisal Roll of the Colorado County Appraisal District which lists property taxable by COLORADO COUNTY and constitutes the estimated appraisal roll for COLORADO COUNTY.

July 19, 2021  
Date

  
\_\_\_\_\_  
Signature of Chief Appraiser

\$3,133,675,240	Assessed Value
-\$269,953,424	Less Exemptions
\$2,863,721,816	Net Taxable

Approval of the appraisal records by the Colorado County Appraisal Review Board occurred on the 15<sup>th</sup> day of July 2021.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

COLORADO COUNTY APPRAISAL DISTRICT  
AFFIDAVIT OF SUBMISSION FOR REVIEW AND PROTEST  
OF APPRAISAL RECORDS TO THE APPRAISAL REVIEW BOARD

THE STATE OF TEXAS

COUNTY OF COLORADO

LIMITING CONDITIONS

The appraisal value estimates provided by the district are subject to the following conditions:

1. The appraisals were prepared exclusively for ad valorem tax purposes.
2. The property characteristic data upon which the appraisals are based is assumed to be correct. Exterior inspections of the property appraised were performed as staff resources and time allowed.
3. Validation of sales transactions was attempted through questionnaires to the buyer and seller and field review. In the absence of such confirmation, sales data from vendors were considered reliable.

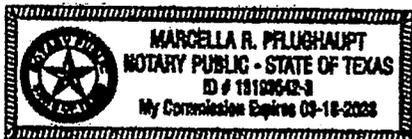
CERTIFICATION STATEMENT

I, Robert Maes, Chief Appraiser for Colorado County Appraisal District, solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal by me and that I have included in the records all property that I am aware of at an appraised value determined as required by law.

Robert Maes  
Signature of Affiant

ROBERT MAES  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 20 day of MAY, 2021.



Marcella Pflughaupt  
Notary Public in and for the State of Texas

My commission expires: 03-18-2023

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

Appraisal Review Board  
Colorado County, Texas

ORDER APPROVING APPRAISAL RECORDS  
FOR 2021  
COLORADO COUNTY

On July 15, 2021, the Appraisal Review Board of Colorado County, Texas, met to approve the appraisal records for tax year 2021.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of appraised values, as determined by the Chief Appraiser, of all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore **APPROVES** the appraisal records as corrected.

Chairperson, Appraisal Review Board

Signed on July 15, 2021

sign  
here ▶

  
\_\_\_\_\_

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County	<b>2021 CERTIFIED TOTALS</b>	As of Certification
Property Count: 30,453	C - COLORADO COUNTY ARB Approved Totals	7/19/2021 11:06:45AM

Land	Value			
Homesite:	166,566,548			
Non Homesite:	280,279,859			
Ag Market:	3,636,554,756			
Timber Market:	4,641,090	Total Land	(+)	4,088,042,253
Improvement	Value			
Homesite:	813,867,589			
Non Homesite:	935,492,427	Total Improvements	(+)	1,749,360,016
Non Real	Count	Value		
Personal Property:	2,209	769,095,390		
Mineral Property:	3,824	58,293,552		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				827,388,942
				6,664,791,211
Ag	Non Exempt	Exempt		
Total Productivity Market:	3,630,147,840	11,048,006		
Ag Use:	113,382,532	979,347	Productivity Loss	(-)
Timber Use:	81,270	0	Appraised Value	=
Productivity Loss:	3,516,684,038	10,068,659		3,148,107,173
			Homestead Cap	(-)
			Assessed Value	=
				14,431,933
				3,133,675,240
			Total Exemptions Amount (Breakdown on Next Page)	(-)
				269,953,424
			Net Taxable	=
				2,863,721,816

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 14,891,353.44 = 2,863,721,816 \* (0.520000 / 100)

Certified Estimate of Market Value:	6,664,791,211
Certified Estimate of Taxable Value:	2,863,721,816

Tif Zone Code	Tax Increment Loss
CETRZ1	154,000
Tax Increment Finance Value:	154,000
Tax Increment Finance Levy:	800.80

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County	<b>2021 CERTIFIED TOTALS</b>	As of Certification	
Property Count: 30,453	C - COLORADO COUNTY ARB Approved Totals	7/19/2021	11:06:58AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	2	3,491,810	0	3,491,810
DSTR	1	158,016	0	158,016
DV1	39	0	386,390	386,390
DV1S	1	0	5,000	5,000
DV2	17	0	148,500	148,500
DV2S	1	0	7,500	7,500
DV3	22	0	234,000	234,000
DV4	92	0	723,396	723,396
DV4S	10	0	89,830	89,830
DVHS	53	0	7,698,436	7,698,436
DVHSS	4	0	399,866	399,866
EX-XD	4	0	176,410	176,410
EX-XG	2	0	66,230	66,230
EX-XI	5	0	2,016,860	2,016,860
EX-XN	51	0	1,763,430	1,763,430
EX-XO	1	0	8,020	8,020
EX-XR	19	0	174,930	174,930
EX-XU	18	0	1,835,770	1,835,770
EX-XU (Prorated)	1	0	1,660	1,660
EX-XV	664	0	22,726,276	22,726,276
EX-XV (Prorated)	1	0	6,247	6,247
EX366	511	0	152,074	152,074
FR	1	0	0	0
HS	5,976	192,174,042	0	192,174,042
OV65	3,085	35,406,861	0	35,406,861
OV65S	5	30,840	0	30,840
PC	4	71,030	0	71,030
<b>Totals</b>		<b>231,332,599</b>	<b>38,620,825</b>	<b>269,953,424</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County	<b>2021 CERTIFIED TOTALS</b>	As of Certification
	C - COLORADO COUNTY	
Property Count: 30,453	Grand Totals	7/19/2021 11:06:45AM

Land	Value			
Homesite:	166,566,548			
Non Homesite:	280,279,859			
Ag Market:	3,636,554,756			
Timber Market:	4,641,090	<b>Total Land</b>	(+)	4,088,042,253
<hr/>				
Improvement	Value			
Homesite:	813,867,589			
Non Homesite:	935,492,427	<b>Total Improvements</b>	(+)	1,749,360,016
<hr/>				
Non Real	Count	Value		
Personal Property:	2,209	769,095,390		
Mineral Property:	3,824	58,293,552		
Autos:	0	0	<b>Total Non Real</b>	(+)
			<b>Market Value</b>	=
				827,388,942
				6,664,791,211
<hr/>				
Ag	Non Exempt	Exempt		
Total Productivity Market:	3,630,147,840	11,048,006		
Ag Use:	113,382,532	979,347	<b>Productivity Loss</b>	(-)
Timber Use:	81,270	0	<b>Appraised Value</b>	=
Productivity Loss:	3,516,684,038	10,068,659		3,148,107,173
			<b>Homestead Cap</b>	(-)
				14,431,933
			<b>Assessed Value</b>	=
				3,133,675,240
			<b>Total Exemptions Amount</b>	(-)
			<b>(Breakdown on Next Page)</b>	269,953,424
			<b>Net Taxable</b>	=
				2,863,721,816

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 14,891,353.44 = 2,863,721,816 \* (0.520000 / 100)

Certified Estimate of Market Value:	6,664,791,211
Certified Estimate of Taxable Value:	2,863,721,816

Tif Zone Code	Tax Increment Loss
CETRZ1	154,000
Tax Increment Finance Value:	154,000
Tax Increment Finance Levy:	800.80

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County	<b>2021 CERTIFIED TOTALS</b>	As of Certification
Property Count: 30,453	C - COLORADO COUNTY Grand Totals	7/19/2021 11:06:58AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	2	3,491,810	0	3,491,810
DSTR	1	158,016	0	158,016
DV1	39	0	386,390	386,390
DV1S	1	0	5,000	5,000
DV2	17	0	148,500	148,500
DV2S	1	0	7,500	7,500
DV3	22	0	234,000	234,000
DV4	92	0	723,396	723,396
DV4S	10	0	89,830	89,830
DVHS	53	0	7,698,436	7,698,436
DVHSS	4	0	399,866	399,866
EX-XD	4	0	176,410	176,410
EX-XG	2	0	66,230	66,230
EX-XI	5	0	2,016,860	2,016,860
EX-XN	51	0	1,763,430	1,763,430
EX-XO	1	0	8,020	8,020
EX-XR	19	0	174,930	174,930
EX-XU	18	0	1,835,770	1,835,770
EX-XU (Prorated)	1	0	1,660	1,660
EX-XV	664	0	22,726,276	22,726,276
EX-XV (Prorated)	1	0	6,247	6,247
EX366	511	0	152,074	152,074
FR	1	0	0	0
HS	5,976	192,174,042	0	192,174,042
OV65	3,085	35,406,861	0	35,406,861
OV65S	5	30,840	0	30,840
PC	4	71,030	0	71,030
<b>Totals</b>		<b>231,332,599</b>	<b>38,620,825</b>	<b>269,953,424</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County

**2021 CERTIFIED TOTALS**

As of Certification

Property Count: 30,453

C - COLORADO COUNTY  
ARB Approved Totals

7/19/2021 11:06:58AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	6,468	3,918.9642	\$14,923,920	\$713,326,254	\$575,804,058
B	MULTIFAMILY RESIDENCE	57	49.7096	\$131,720	\$9,832,980	\$9,832,980
C1	VACANT LOTS AND LAND TRACTS	2,561	1,133.9318	\$0	\$37,320,318	\$37,266,818
D1	QUALIFIED OPEN-SPACE LAND	8,843	568,344.2897	\$0	\$3,630,062,840	\$113,417,604
D2	IMPROVEMENTS ON QUALIFIED OP	635		\$1,407,560	\$20,654,282	\$20,616,302
E	RURAL LAND, NON QUALIFIED OPE	8,084	17,329.5589	\$31,335,890	\$851,552,346	\$740,599,926
F1	COMMERCIAL REAL PROPERTY	870	1,620.0798	\$3,480,840	\$225,355,186	\$225,166,265
F2	INDUSTRIAL AND MANUFACTURIN	150	602.5719	\$0	\$300,800,640	\$297,527,750
G1	OIL AND GAS	2,802		\$0	\$57,722,672	\$57,722,672
G3	OTHER SUB-SURFACE INTERESTS	572		\$0	\$431,536	\$431,536
J2	GAS DISTRIBUTION SYSTEM	5		\$0	\$763,950	\$763,950
J3	ELECTRIC COMPANY (INCLUDING C	49	14.7180	\$0	\$62,792,290	\$62,792,290
J4	TELEPHONE COMPANY (INCLUDI	32	0.5270	\$0	\$6,388,960	\$6,388,960
J5	RAILROAD	31		\$0	\$53,485,680	\$53,485,680
J6	PIPELAND COMPANY	216		\$0	\$304,778,710	\$304,778,710
J7	CABLE TELEVISION COMPANY	6		\$0	\$2,468,290	\$2,468,290
L1	COMMERCIAL PERSONAL PROPE	1,439		\$1,670	\$64,502,250	\$64,500,420
L2	INDUSTRIAL AND MANUFACTURIN	320		\$0	\$262,777,250	\$262,489,130
M1	TANGIBLE OTHER PERSONAL, MOB	1,014		\$3,387,490	\$22,005,880	\$18,827,485
S	SPECIAL INVENTORY TAX	11		\$0	\$8,840,990	\$8,840,990
X	TOTALLY EXEMPT PROPERTY	1,277	3,211.2829	\$30,200	\$28,927,907	\$0
	<b>Totals</b>		<b>596,225.6338</b>	<b>\$54,699,290</b>	<b>\$6,664,791,211</b>	<b>\$2,863,721,816</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County

**2021 CERTIFIED TOTALS**

As of Certification

Property Count: 30,453

C - COLORADO COUNTY

Grand Totals

7/19/2021 11:06:58AM

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M1	TANGIBLE OTHER PERSONAL, MOB	1,014		\$3,387,490	\$22,005,880	\$18,827,485
S	SPECIAL INVENTORY TAX	11		\$0	\$8,840,990	\$8,840,990
X	TOTALLY EXEMPT PROPERTY	1,277	3,211.2829	\$30,200	\$28,927,907	\$0
	<b>Totals</b>		<b>596,225.6338</b>	<b>\$54,699,290</b>	<b>\$6,664,791,211</b>	<b>\$2,863,721,816</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County

**2021 CERTIFIED TOTALS**

As of Certification

Property Count: 30,453

C - COLORADO COUNTY  
ARB Approved Totals

7/19/2021 11:06:58AM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE (PRORA	14	0.7674	\$1,630	\$249,520	\$212,369
A1	SINGLE-FAMILY RESIDENTIAL ON LO	4,144	1,248.3636	\$7,821,970	\$474,282,480	\$382,285,527
A2	MOBILE HOME ON LOT	693	86.9635	\$468,580	\$15,430,905	\$12,282,658
A3	RESIDENTIAL IMPROVEMENT ONLY	258		\$1,619,190	\$13,859,810	\$12,398,466
A4	RESIDENTIAL IMPROVEMENT ON 5 A	1,415	2,582.8697	\$5,012,550	\$209,503,539	\$168,625,038
B1	MULTI-FAMILY DUPLEX	26	11.0174	\$128,700	\$1,868,710	\$1,868,710
B2	MULTI-FAMILY TRIPLEX	4	0.1990	\$0	\$342,640	\$342,640
B3	MULTI-FAMILY FOURPLEX	7	3.5127	\$0	\$761,820	\$761,820
B5	MULTI-FAMILY 5 OR MORE UNITS	24	34.9805	\$3,020	\$6,859,810	\$6,859,810
C1	VACANT PLATTED LOT (NON-COMME	2,007	398.6853	\$0	\$23,179,164	\$23,161,164
C3	VACANT RURAL LOT UNDER 5 ACRE	470	682.1146	\$0	\$10,699,224	\$10,663,724
C4	VACANT PLATED COMMERCIAL LOT	86	53.1319	\$0	\$3,441,930	\$3,441,930
D1	TRACT WITH PRODUCTIVITY VALUAT	8,843	568,344.2897	\$0	\$3,630,062,840	\$113,417,604
D2	IMPROVEMENT ON QUALFIED AG LA	635		\$1,407,560	\$20,664,282	\$20,616,302
D4	RURAL LAND OVER 5 ACRES USED F	9	21.8600	\$0	\$350,190	\$348,171
E1	FARM OR RANCH IMPROVEMENTS-IN	4,680	4,560.3670	\$14,171,910	\$337,212,620	\$307,866,987
E2	MOBILE HOMES ON ACREAGE LESS	386	554.6550	\$599,670	\$18,745,510	\$15,057,822
E3	RURAL IMPROVEMENT ON LESS TH	331	272.4384	\$833,020	\$12,858,822	\$11,443,012
E4	RURAL MOBILE HOMES ON 5 ACRES	338	619.3286	\$470,700	\$18,014,449	\$15,539,255
E5	NON QUALIFIED AG LAND	1,389	9,154.9336	\$326,500	\$84,476,072	\$82,356,804
E9	RURAL SPLIT FOR RESIDENCES WI	2,047	2,145.9763	\$14,934,090	\$379,894,683	\$307,987,875
F1	COMMERCIAL REAL PROPERTY	870	1,620.0798	\$3,480,840	\$225,355,186	\$225,166,265
F2	INDUSTRIAL REAL PROPERTY	150	602.5719	\$0	\$300,800,640	\$297,527,750
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L1	PERSONAL PROPERTY COMMERCIA	1,407		\$1,670	\$62,439,970	\$62,438,140
L2	PERSONAL PROPERTY INDUSTRIAL	320		\$0	\$262,777,250	\$262,489,130
L9	TRUCK TRACTORS/TRAILERS	33		\$0	\$2,062,280	\$2,062,280
M3	MOBILE HOME ONLY (DOES NOT OW	1,013		\$3,387,490	\$22,004,200	\$18,827,485
M6	TRAVEL TRAILERS WITH HOMESTEAD	1		\$0	\$1,680	\$0
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	<b>Totals</b>		<b>596,225.6338</b>	<b>\$54,699,290</b>	<b>\$6,664,791,211</b>	<b>\$2,863,721,816</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County

**2021 CERTIFIED TOTALS**

As of Certification

C - COLORADO COUNTY

Property Count: 30,453

Grand Totals

7/19/2021 11:06:58AM

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	<b>Totals</b>		<b>596,225.6338</b>	<b>\$54,699,290</b>	<b>\$6,664,791,211</b>	<b>\$2,863,721,816</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Colorado County County	<b>2021 CERTIFIED TOTALS</b>	As of Certification
Property Count: 30,453	C - COLORADO COUNTY Effective Rate Assumption	7/19/2021 11:06:58AM

**New Value**

TOTAL NEW VALUE MARKET:	\$54,699,290
TOTAL NEW VALUE TAXABLE:	\$50,487,827

**New Exemptions**

Exemption	Description	Count	2020 Market Value	Exemption Amount
EX-XN	11.252 Motor vehicles leased for personal use	11		\$0
EX-XV	Other Exemptions (including public property, r	5		\$714,680
EX366	HOUSE BILL 366	176		\$123,132
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$837,812</b>

Exemption	Description	Count	Exemption Amount
DV1	Disabled Veterans 10% - 29%	3	\$22,000
DV2	Disabled Veterans 30% - 49%	1	\$7,500
DV2S	Disabled Veterans Surviving Spouse 30% - 49%	1	\$7,500
DV3	Disabled Veterans 50% - 69%	3	\$30,000
DV4	Disabled Veterans 70% - 100%	6	\$46,890
DVHS	Disabled Veteran Homestead	4	\$640,900
HS	HOMESTEAD	255	\$9,580,830
OV65	OVER 65	222	\$2,498,110
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>\$12,833,730</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$13,671,542</b>

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
<b>INCREASED EXEMPTIONS VALUE LOSS</b>			

**TOTAL EXEMPTIONS VALUE LOSS \$13,671,542**

**New Ag / Timber Exemptions**

2020 Market Value	\$7,224,217		Count: 53
2021 Ag/Timber Use	\$166,020		
<b>NEW AG / TIMBER VALUE LOSS</b>	<b>\$7,058,197</b>		

**New Annexations**

**New Deannexations**

**Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
5,626	\$170,280	\$36,340	\$133,940

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
3,542	\$146,347	\$32,061	\$114,286

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

<b>Colorado County County</b>	<b>2021 CERTIFIED TOTALS</b> C - COLORADO COUNTY Lower Value Used	<b>As of Certification</b>
<b>Count of Protested Properties</b>	<b>Total Market Value</b>	<b>Total Value Used</b>

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 JULY 26, 2021

**TIF Zone Property Report**

7/19/2021

TIF Zone: CETRZ1      Year: 2021

Property ID	Owner Name	Situs	Market Value	Entity Name	Taxable Value	Base Value	Captured Value
31988	ANDERSON, ARTHURA		960,000	COLORADO COUNTY	181,490	147,200	34,290
27340	ANDERSON, HARRY ET AL		720,000	COLORADO COUNTY	90,740	73,600	17,140
27364	ANDERSON, MARK N &		1,056,660	COLORADO COUNTY	171,220	138,880	32,340
27363	BRUNNER, JASON W ETAL		1,056,660	COLORADO COUNTY	171,220	138,880	32,340
86312	COLORADO COUNTY		500	COLORADO COUNTY	0	0	0
27342	DEVNEEL LLC		473,090	COLORADO COUNTY	59,620	48,360	11,260
27370	WEBB, JOHN L		2,003,210	COLORADO COUNTY	124,170	97,540	26,630
31825	WITTER, ALBERT SCOTT EST		1,921,600	COLORADO COUNTY	63,040	296,000	0
<b>Total</b>			<b>8,191,720</b>		<b>861,500</b>	<b>940,460</b>	<b>154,000</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**BOND NO. 2313030**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:

WadeCon, LLC

(Name of Contractor or Company)

1525 Lakeville Drive, Suite 115, Kingwood, Texas 77339

(Address)

a Corporation, hereinafter called Principal,  
(Corporation / Partnership)

and North American Specialty Insurance Company

(Name of Surety Company)

3050 Post Oak Blvd., Suite 850, Houston, Texas 77056

(Address)

hereinafter called Surety, are held and firmly bound unto

Colorado County

(Name of Recipient)

400 Spring Street, Columbus, Texas 78934

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ Six Hundred Forty Four Thousand One Hundred Forty & 00/100

Dollars, \$ 644,140.00 in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the July 12, 2021 day of \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

GLO CDBG-DR Contract No. 20-065-079-C231 Alleyton Culvert Replacements

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

IN WITNESS WHEREOF, this instrument is executed in three (3) counter-parts, each on of  
(Number)  
which shall be deemed an original, this the 12 day of July 2021.

ATTEST: WadeCon, LLC  
(Principal)  
[Signature] By [Signature] (s)  
(Principal Secretary)

(SEAL)

1525 Lakeville Drive, Suite 115  
(Witness as to Principal) (Address)  
1525 Lakeville Dr., Suite 115, Kingwood TX 77339 Kingwood, Texas 77339  
(Address)

ATTEST: North American Specialty Insurance Company  
(Surety)  
[Signature] By [Signature]  
(Attorney in Fact) Michele Bonnin  
26623 Oak Ridge Dr., The Woodlands, TX 77380 3050 Post Oak Blvd., Suite 850, Houston, TX 77056  
(Address) (Address)



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**PERFORMANCE BOND**

**BOND NO. 2313030**

KNOW ALL MEN BY THESE PRESENTS that:

WadeCon, LLC

(Name of Contractor or Company)

1525 Lakeville Drive, Suite 115, Kingwood, Texas 77339

(Address)

a Corporation hereinafter called Principal, and

North American Specialty Insurance Company

(Name of Surety Company)

3050 Post Oak Blvd., Suite 850, Houston, Texas 77056

(Address)

hereinafter called Surety, are held and firmly bound unto

Colorado County

Colorado County

400 Spring Street, Columbus, Texas 78934

(County's Address)

hereinafter called OWNER, in the penal sum of \$ Six Hundred Forty Four Thousand One Hundred Forty & 00/100

Dollars (\$ 644,140.00) in lawful money of the United States, for the payment of which sum well and truly to be made

we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the 12 day of July 2021 a copy of which is hereto attached and made a part hereof for the construction of:

GLO CDBG-DR Contract No. 20-065-079-C231 Alleyton Culvert Replacements

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**SWISS RE CORPORATE SOLUTIONS**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

EDWARD ARENS, PHILIP BAKER, MICHELE BONNIN

ERICA ANNE COX, JILLIAN O'NEAL AND REBECCA GARZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of JANUARY, 2019.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook            ss:

On this 9th day of JANUARY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_\_\_, 20\_\_.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100  
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**1- 800-252-3439**

You may write the **Texas Department of Insurance**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

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**1-800-338-0753**

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100  
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1- 800-252-3439**

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departamento de Seguros de Texas**.

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de infromacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

**CONSTRUCTION CONTRACT**

THIS AGREEMENT made this the 12 day of July, 2021, by and between WadeCon, LLC (a corporation organized and existing under the laws of the State of \_\_\_\_\_) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) [Note 1] hereinafter called the "Contractor", and Colorado County hereinafter called the "County."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Colorado County Culverts [Note 2] for the Community Development Block Grant – Disaster Recovery (CDBG-DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered 20-065-079-C231, dated 04/06/21 and \_\_\_\_\_, all as prepared by FSC, Inc. acting and in these contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.** The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Proposal Form hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |   |
|------------------------------|---|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                       |
| b. Addenda                   | g. Special Conditions                               |
| c. Invitation for Bids       | h. Technical Specifications                         |
| d. Instructions to Bidders   | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                   |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated July, 2021, shall commence on or before July 12, 2021, and Contractor shall complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore July 12, 2022.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate (Note 3) original copies on the day and year first above written. (Note 3)

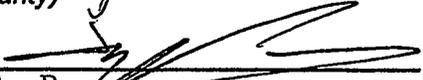
WadeCon, LLC  
(The Contractor)

By [Signature] [Note 4]  
Title owner

Colorado County

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

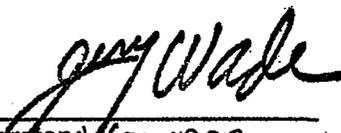
(County)

By   
Ty Prasse  
Title County Judge

Corporate Certifications

I, Jerry Wade, certify that I am the owner of the corporation named as Contractor herein; that Jerry Wade who signed this Agreement on behalf of the Contractor, was then owner of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

  
(Corporate Secretary) / owner

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

**JULY 26, 2021**

**BOND NO. 2313031**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:

WadeCon, LLC

(Name of Contractor or Company)

1525 Lakeville Drive, Suite 115, Kingwood, Texas 77339

(Address)

a Corporation, hereinafter called Principal,  
(Corporation / Partnership)

and North American Specialty Insurance Company

(Name of Surety Company)

3050 Post Oak Blvd., Suite 850, Houston, Texas 77056

(Address)

hereinafter called Surety, are held and firmly bound unto

Colorado County

(Name of Recipient)

400 Spring Street, Columbus, Texas 78934

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ One Hundred Seventy Nine Thousand Six Hundred Thirty & 00/100

Dollars, \$ 179,630.00 in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the July 12, 2021 day of \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

GLO CDBG-DR CContract No. 20-065-079-C231 CR 103 Culvert Replacements

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

IN WITNESS WHEREOF, this instrument is executed in three (3) counter-parts, each on of  
(Number)  
which shall be deemed an original, this the 12 day of July 2021.

ATTEST: WadeCon, LLC  
(Principal)  
[Signature] By [Signature] (s)  
(Principal Secretary)

(SEAL)

1525 Lakeville Drive, Suite 115  
(Witness as to Principal) (Address)  
1525 Lakeville Dr., Suite 115, Kingwood TX 77339 Kingwood, Texas 77339  
(Address)

ATTEST: North American Specialty Insurance Company  
(Surety)  
[Signature] By [Signature]  
(Witness as to Surety Hannah Montagne) (Attorney in Fact) Michele Bonnin  
26623 Oak Ridge Dr., The Woodlands, TX 77380 3050 Post Oak Blvd., Suite 850, Houston, TX 77056  
(Address) (Address)



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**PERFORMANCE BOND**

**BOND NO. 2313031**

KNOW ALL MEN BY THESE PRESENTS that:

WadeCon, LLC

(Name of Contractor or Company)

1525 Lakeville Drive, Suite 115, Kingwood, Texas 77339

(Address)

a Corporation hereinafter called Principal, and

North American Specialty Insurance Company

(Name of Surety Company)

3050 Post Oak Blvd., Suite 850, Houston, Texas 77056

(Address)

hereinafter called Surety, are held and firmly bound unto

Colorado County

Colorado County

400 Spring Street, Columbus, Texas 78934

(County's Address)

hereinafter called OWNER, in the penal sum of \$ One Hundred Seventy Nine Thousand Six Hundred Thirty & 00/100

Dollars (\$ 179,630.00) in lawful money of the United States, for the payment of which sum well and truly to be made

we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the 2 day of July 2021, a copy of which is hereto attached and made a part hereof for the construction of:

GLO CDBG-DR CContract No. 20-065-079-C231 CR 103 Culvert Replacements

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**SWISS RE CORPORATE SOLUTIONS**

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

EDWARD ARENS, PHILIP BAKER, MICHELE BONNIN

ERICA ANNE COX, JILLIAN O'NEAL AND REBECCA GARZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

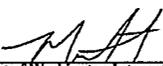
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By   
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

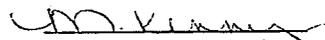
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9<sup>th</sup> day of JANUARY, 2019.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook                      ss:

On this 9<sup>th</sup> day of JANUARY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_\_\_, 20\_\_.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**IMPORTANT NOTICE**

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You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

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E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

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**ATTACH THIS NOTICE TO YOUR POLICY:**

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**AVISO IMPORTANTE**

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E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

PAYMENT BOND

**BOND NO. PB10549400371**

KNOW ALL BY THESE PRESENTS, That we,

**SB Contractors, LLC** 4812 FM482, New Braunfels, TX 78132

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation,  
as Surety, hereinafter called Surety, are held and firmly bound unto Colorado County

as Obligee, hereinafter called Owner,

(Here insert the name and address or legal title of Owner)

for the use and benefit of Claimants as herein defined, in the amount of Four Hundred Forty-eight Thousand Eight Hundred Ninety-two Dollars  
And Two Cents Dollars ( \$448,892.02 ),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, Principal has by written agreement dated June 28, 2021 entered into a contract with Owner for  
CR16 and Loose Cow Road Culvert Replacements

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

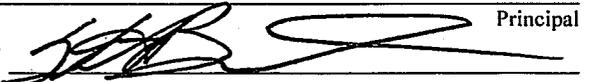
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as  
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or  
reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been  
paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed,  
or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or  
sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
  - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the  
Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of  
the materials for which said claim is made.
  - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void  
or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part  
thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 29th day of June, 2021.

SB Contractors, LLC

By

 Principal

Philadelphia Indemnity Insurance Company

By

  
Robert James Nitsche Attorney-in-Fact

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

PERFORMANCE BOND

**Bond PB10549400371**

KNOW ALL BY THESE PRESENTS, That we, SB Contractors, LLC

(hereinafter called the Principal), as Principal, and Philadelphia Indemnity Insurance Company, a corporation duly organized under the laws of the State of Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto Colorado County

\_\_\_\_\_, (hereinafter called the Obligee),  
in the sum of Four Hundred Forty-eight Thousand Eight Hundred Ninety-two Dollars And Two Cents

(\$448,892.02 ) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of June, 2021.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated June 28, 2021,  
for CR 16 and Loose Cow Road Culvert Replacments

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

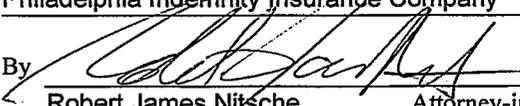
NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

SB Contractors, LLC

Principal

By \_\_\_\_\_

Philadelphia Indemnity Insurance Company

By   
Robert James Nitsche Attorney-in-Fact

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert James Nitsche, Craig Parker, Kenneth Nitsche, Nina Smith, Gary Nitsche, Robert Nitsche, and/or Randy Croix of The Nitsche Group, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

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

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

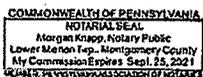
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding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

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



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

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



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of June, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

**IMPORTANT NOTICE**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

**P.O. Box 149104  
Austin, TX 78714-9104  
Web: <http://www.tdi.texas.gov>**

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:** This notice is for information only and does not become a part or condition of the attached document.

**ADVISO IMPORTANTE**

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

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Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

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**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU FIANZA DE GARANTIA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

PAYMENT BOND

**BOND NO. PB10549400372**

KNOW ALL BY THESE PRESENTS, That we,

SB Contractors, LLC 4812 FM482, New Braunfels, TX 78132,

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation,  
as Surety, hereinafter called Surety, are held and firmly bound unto Colorado County

as Obligee, hereinafter called Owner,

(Here insert the name and address or legal title of Owner)

for the use and benefit of Claimants as herein defined, in the amount of Two Hundred Nineteen Thousand Six Hundred Sixty-seven Dollars And Sixty-seven Cents Dollars (\$219,667.67),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 28, 2021 entered into a contract with Owner for CR114 Culvert Replacements

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
  - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
  - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 29th day of June, 2021.

SB Contractors, LLC

Principal

By \_\_\_\_\_

Philadelphia Indemnity Insurance Company

By \_\_\_\_\_

Robert James Nitsche

Attorney-in-Fact



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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

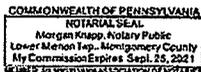
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(Seal)



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

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



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

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September 25, 2021

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/31/2020

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

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

<b>PRODUCER</b> Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 713688-1500      FAX (A/C No): 713-688-7967 E-MAIL ADDRESS: ecerts@bch-insurance.com														
<b>INSURED</b> WadeCon LLC 1525 Lakeville Drive, Suite 115 Kingwood TX 77339	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oaks Fire Ins.Co.(Travelers)</td> <td>25615</td> </tr> <tr> <td>INSURER B: Markel American (Crump Group)</td> <td>28932</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Insurance Company</td> <td>41262</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Co</td> <td>21270</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oaks Fire Ins.Co.(Travelers)	25615	INSURER B: Markel American (Crump Group)	28932	INSURER C: Travelers Lloyds Insurance Company	41262	INSURER D: Texas Mutual Insurance Co	21270	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: 1414298762      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DTCO5D802538COF20	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
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			BA3N00760A202SG	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MKLM4EUL100672	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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	0002037612	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			QT6808073X729TLC20	8/1/2020	8/1/2021	Any One Location Deductible \$2,000,000 \$2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The policies include Blanket Additional Insured on the General Liability per form CG D6 04 08 13, Automobile per form CA T3 53 02 15, with a Waiver of Subrogation on the General Liability per form CG D3 16 11 11, Automobile per form CA T3 53 02 15, and Workers Compensation per form WC 42 03 04 (B), as required by written contract. This insurance is Primary and Non-Contributory as respects General Liability per form CG T1 00 02 19 as required by written contract. Excess Liability Follows Form as specifically set forth in the terms, conditions or endorsements on the policy per form no. MAUB00D10115

<b>CERTIFICATE HOLDER</b>  *For Bid Purposes ...	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

\_12. Examine and approve all accounts payable and budget amendments.

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

**(See Attachment)**













**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 7  
 TIME:08:29 AM CLAIMS FOR PAYMENT AS OF JULY 26, 2021 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VICTORIA COUNTY	224877	A	JUNE SHORT-TERM JUVENILE DET SVCS	916.00
	DEPARTMENT TOTAL				916.00
0585-INFORMATION TECHNOLOGY					
	AT&T MOBILITY	224957	A	FIRSTNET CELL SERVICE/BES58192460	45.88
	KARPEL SOLUTIONS	225003	A	PBK ANNUAL MAINT/INV#52411	3,335.00
	TIME WARNER CABLE ENTERPRISES LLC	224777	R	TRUNKED PHONE SERVICE	15.83
	DEPARTMENT TOTAL				3,661.71
0640-CONTRACT SERVICES					
	FORT BEND COUNTY MEDICAL EXAMINER	224723	A	AUTOPSY/INV#1036	2,600.00
	TRAVIS COUNTY MEDICAL EXAMINER	224949	A	AUTOPSY/PA20-07029/INV#3300004582	3,335.00
	TRAVIS COUNTY MEDICAL EXAMINER	224950	A	AUTOPSY/PA21-02476/INV#3300004871	3,335.00
	TRAVIS COUNTY MEDICAL EXAMINER	224951	A	AUTOPSY/PA21-00902/INV#3300004800	3,335.00
	TRAVIS COUNTY MEDICAL EXAMINER	224952	A	AUTOPSY/PA21-01152/INV#3300004800	3,335.00
	DEPARTMENT TOTAL				15,940.00
0645-INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	224689	A	BAL DUE-RADIOLOGY/BRA125026/6-9/IHC	1.00
	BRYAN RADIOLOGY ASSOCIATES	224836	A	RADIOLOGY/BRA205588/7-8-21/IHC	51.86
	BRYAN RADIOLOGY ASSOCIATES	224837	A	RADIOLOGY/BRA216550/6-22-21/IHC	28.87
	JOSEPH ODWYER MD PA	224735	A	PHYSICIAN SVCS/ENDTOM0001/4-29,4-30	113.35
	THE PHARMACY SHOP OF WEIMAR	224876	A	JUNE IHC MEDICINE	12.41
	TIME WARNER CABLE ENTERPRISES LLC	224776	R	TRUNKED PHONE SERVICE	15.83
	UTMB AT GALVESTON	224829	A	HOSP CHGS/H103335769200/6-21-21/IHC	246.96
	UTMB FACULTY GROUP PRACTICE	224825	A	PHYSICIAN SVCS/P1151541850/6-4/IHC	39.92
	UTMB FACULTY GROUP PRACTICE	224826	A	PHYSICIAN SVCS/P1151541860/6-18/IHC	31.61
	UTMB FACULTY GROUP PRACTICE	224827	A	PHYSICIAN SVCS/P1151541870/6-21/IHC	44.39
	DEPARTMENT TOTAL				586.20
0665-AGRI EXTENSION SERVICE					
	TIME WARNER CABLE ENTERPRISES LLC	224945	A	INTERNET @ AG BLDG	120.62
	XEROX BUSINESS SOLUTIONS SOUTHWEST	224976	A	COLOR COPIES OVERAGE/INV#IN3185702	229.96
	XEROX FINANCIAL SERVICES	224893	A	JULY XEROX LEASE PMTS/INV#2708516	477.77
	DEPARTMENT TOTAL				828.35
0680-DEPT OF PUBLIC SAFETY					
	AT&T MOBILITY	224956	A	FIRSTNET CELL SERVICE/BES58192460	183.52
	DEPARTMENT TOTAL				183.52
0695-MISCELLANEOUS					
	ASBESTOS & MOLD SERVICES	224684	A	MOLD INSPECTION & (8) MOLD SAMPLES	900.00
	BANNER-PRESS NEWSPAPER, INC.	224685	A	WANT AD/PERMIT OFFICER/911/FLOODPLN	30.00
	BAUMGART AGENCIES	224686	A	JP CLERKS BLANKET BOND RENEWAL	119.00
	CAPITAL ONE	224690	A	SUPPLIES FOR G-200 MEETING/TR#04323	53.56
	CAPITAL ONE	224691	A	SUPPLIES FOR SAFETY MEETING/TR#2628	39.78
	CHASE CARD SERVICES	224969	A	SANDWICHES FOR FEMA TRAINING	271.14
	PRESTIGE OFFICE PRODUCTS, LLC	224755	A	PAPER/INV#123007	255.00
	QUADIENT, INC.	224940	A	MAIL MACHINE LEASE/INV#N8965749	223.86
	TEXAS COMPTROLLER OF PUBLIC ACCOUNT	224874	A	CO-OP ANNUAL MEMBERSHIP/ACCT#C0450	100.00
	TIME WARNER CABLE ENTERPRISES LLC	224778	R	TRUNKED PHONE SERVICE	31.66
	TIME WARNER CABLE ENTERPRISES LLC	224946	A	FIBER INTERNET @ COURTHOUSE	653.41
	U.S POSTAL SERVICE (NEOPOST POSTAGE	224824	A	POSTAGE FOR MACHINE/ACCT#39508621	3,000.00
	DEPARTMENT TOTAL				5,677.41
	FUND TOTAL				198,714.53

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1  
 TIME:08:29 AM CLAIMS FOR PAYMENT AS OF JULY 26, 2021 CYCLE: ALL PAGE 8  
 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0621-R&amp;B #1 TOTAL DISBURSEMNTS</b>				
CHASE CARD SERVICES	224973	A	RANGER PRO HERICIDE FOR PCT#1	2,706.24
CINTAS CORPORATION	224900	A	UNIFORMS/INV#4089217381,4090032062	159.58
CINTAS CORPORATION	224901	A	UNIFORMS/INV#4090596356	79.79
COLORADO COUNTY OIL CO., INC.	224904	A	441 GALS GAS,1321 GALS DIESEL/435513	4,179.81
J & W FARM AND RANCH	224909	A	PARTS/CUST#750	193.09
J & W FARM AND RANCH	224910	A	SHOP SUPPLIES/CUST#750	11.97
JOHN DEERE FINANCIAL	224911	A	PARTS/CUST#01042-62002	293.27
JOHN DEERE FINANCIAL	224912	A	JD 6115D REPAIRS/CUST#01042-62002	6,557.34
NADA GARAGE & SERVICE STATION	224936	A	(4) INSPECTIONS/INV#247609	28.00
PRAXAIR DISTRIBUTION, INC.	224915	A	SAFETY GLASSES/INV#64713654	73.26
PRAXAIR DISTRIBUTION, INC.	224916	A	OXYGEN/INV#64713654	23.98
PRESTIGE OFFICE PRODUCTS, LLC	224939	A	TONER CARTRIDGE/INV#123106	52.05
SYNCB/AMAZON	224870	A	UNDER-DASH A/C COOLING UNIT	232.99
DEPARTMENT TOTAL				14,591.37
FUND TOTAL				14,591.37

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2  
 TIME:08:29 AM CLAIMS FOR PAYMENT AS OF JULY 26, 2021 CYCLE: ALL PAGE 9  
 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0622-PCT #2 TOTAL DISBURSEMNTS</b>				
CAVENDER AUTO COUNTRY CHEV BUICK GM	224841	A	PART/INV#3920	25.10
CAVENDER AUTO COUNTRY CHEV BUICK GM	224842	A	ABSORBANT/INV#3921	4.87
M-G FARM SERVICE CENTER	224860	A	BLEACH/CUST#3310	4.99
MCCOY'S BUILDING SUPPLY	224913	A	METAL SLOPED END 18"/INV#1209547	307.99
SCHERER	224865	A	HYDRAULIC HOSE/INV#P17841	114.44
STAVINOKA TIRE PROS LLC	224869	A	TIRE REPAIR/INV#86509	26.90
WALLER COUNTY ASPHALT, INC	224878	A	25.09 TONS COLD MIX/INV#21266	2,571.73
WALLER COUNTY ASPHALT, INC	224879	A	25.26 TONS COLD MIX/INV#21285	2,589.15
WALLER COUNTY ASPHALT, INC	224880	A	51.04 TONS COLD MIX/INV#21252	5,231.60
WALLER COUNTY ASPHALT, INC	224881	A	25.07 TONS COLD MIX/INV#21233	2,569.68
WALLER COUNTY ASPHALT, INC	224921	A	25.05 TONS COLD MIX/INV#21325	2,567.63
WALLER COUNTY ASPHALT, INC	224922	A	25.02 TONS COLD MIX/INV#21316	2,564.55
WICK'S WESTERN AUTO	224882	A	PARTS/CUST#5900	85.62
WICK'S WESTERN AUTO	224883	A	PARTS/CUST#5900	21.19
WICK'S WESTERN AUTO	224884	A	PARTS/CUST#5900	4.76
WICK'S WESTERN AUTO	224885	A	LUBRICANT/CUST#5900	21.56
DEPARTMENT TOTAL				18,711.76
FUND TOTAL				18,711.76

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3      CYCLE: ALL      PAGE 10  
 TIME:08:29 AM      CLAIMS FOR PAYMENT AS OF JULY 26, 2021      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0623-R&amp;B #3 TOTAL DISBURSEMNTS</b>					
	B&D SERVICES, INC.	224923	A	HAUL MOTORGRADER FOR REPAIRS	800.00
	CINTAS CORPORATION	224924	A	UNIFORMS/INV#4089336245,9139074179	203.32
	CINTAS CORPORATION	224925	A	UNIFORMS/INV#4090031306,4090580953	404.56
	COLORADO COUNTY OIL CO., INC.	224926	A	500 GALS GAS,2000 GALS DIESEL/438088	6,103.03
	DSS DRIVING SAFETY SERVICES, LLC	224675	R	RANDOM DRUG TEST/INV#21-1479864	60.00
	FAYETTE FIRE & SAFETY, INC.	224931	A	FIRE EXTINGUISHER LOCATION SIGNS	94.75
	JOHN DEERE FINANCIAL	224932	A	TRACTOR PARTS/CUST#75317-75398	464.89
	MUSTANG CAT	224933	A	PARTS/PART5593826,PART5597762	121.14
	MUSTANG CAT	224934	A	PARTS/PART5599133,PART5599134	264.92
	MUSTANG CAT	224935	A	PARTS/PART5610784,PART5618999	173.36
	P & S BUILDING SUPPLY, INC	224937	A	LIGHT BULBS/INV#29031	27.00
	TEXAS DISPOSAL SYSTEMS, INC.	224817	A	MAY TRASH DISPOSAL/INV#5942314	122.98
	TEXAS DISPOSAL SYSTEMS, INC.	224942	A	JULY TRASH DISPOSAL/INV#6045515	142.82
	TRAFKO INDUSTRIES INC.	224953	A	DEAD END SIGNS/INV#50191	84.00
	WALLER COUNTY ASPHALT, INC	224954	A	39.12 TONS COLD MIX/INV#21286	3,442.56
	DEPARTMENT TOTAL				12,509.33
	FUND TOTAL				12,509.33

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4      CYCLE: ALL      PAGE 11  
 TIME:08:29 AM      CLAIMS FOR PAYMENT AS OF JULY 26, 2021      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0624-PCT #4 TOTAL DISBURSEMNTS</b>					
	CAPITAL ONE	224899	A	WHITE OUT TAPE/TR#04971	5.48
	CAPITAL ONE TRADE CREDIT	224896	A	M12 HATCHET 6" PRUNING SAW	229.01
	CAPITAL ONE TRADE CREDIT	224897	A	40W AMBER LED LIGHTBAR	48.50
	COLORADO COUNTY OIL CO., INC.	224903	A	BLUE DEF & HYD FLUID/INV#437463	858.39
	COLORADO COUNTY OIL CO., INC.	224905	A	260 GALS GAS,3500 GALS DIESEL/435543	9,013.22
	DARRELL GERTSON	224907	A	MILEAGE (7-8 THRU 7-21)	386.40
	GAVRANOVIC WELDING	224908	A	REPAIR BOOM MOWER/INV#2203	450.00
	SCHNEIDER MACHINE & WELDING	224917	A	12' 1/2 X 2 FLATBAR/INV#100885	42.50
	TRACTOR SUPPLY CREDIT PLAN	224918	A	SHOP SUPPLIES	119.97
	WALLER COUNTY ASPHALT, INC	224830	A	15.49 TONS COLD MIX/INV#21213	1,363.12
	WALLER COUNTY ASPHALT, INC	224920	A	(50) 60LB BAGS PATCH N PAVE/#21332	675.00
	DEPARTMENT TOTAL				13,191.59
	FUND TOTAL				13,191.59

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 JULY 26, 2021**

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0075 INTEREST & SINKING FUND                      CYCLE: ALL                      PAGE 12  
 TIME:08:29 AM                      CLAIMS FOR PAYMENT AS OF JULY 26, 2021                      PREPARER:0004

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0760-CERTIFICATES, SERIES 2012					
	THE BANK OF NEW YORK MELLON	224819	A	SERIES 2012 PRINCIPAL/COLORADO12	150,000.00
	THE BANK OF NEW YORK MELLON	224820	A	SERIES 2012 INTEREST/COLORADO12	8,381.25
	DEPARTMENT TOTAL				158,381.25
	FUND TOTAL				158,381.25

07/26/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE                      CYCLE: ALL                      PAGE 13  
 TIME:08:29 AM                      CLAIMS FOR PAYMENT AS OF JULY 26, 2021                      PREPARER:0004

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				416,099.83

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

**JULY 26, 2021**

COLORADO COUNTY, TEXAS JULY 16TH THRU 31ST 2021 PAID ON JULY 31, 2021		SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS
GENERAL FUND (DEDUCTIONS)	272,357.71	20,161.89 ( 20,161.89 )	49,888.41 ( 7,876.65 )	32,703.60 ( 18,813.19 )	375,111.61		
RECORDS PRESERVATION (DEDUCTIONS)	0.00	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00	7380 7381 7382 7383 7384	TAC HEBP 159,280.68 AIREVAC 18.00 MASA 968.00 LINA 44.75 PIC 15.00
R&B PCT #1 (DEDUCTIONS)	12,265.75	938.33 ( 938.33 )	2,909.81 ( 312.85 )	1,471.89 ( 919.93 )	17,585.78		
R&B PCT #2 (DEDUCTIONS)	11,755.75	899.31 ( 899.31 )	2,907.84 ( 155.89 )	1,410.69 ( 881.68 )	16,973.59		
R&B PCT #3 (DEDUCTIONS)	14,331.25	1,096.34 ( 1,096.34 )	2,495.26 ( 1,292.14 )	1,686.15 ( 1,074.84 )	19,609.00		TEXAS CSDU 1,481.93 TEXAS LIFE 711.64 TRANSAMERICA 352.09
R&B PCT #4 (DEDUCTIONS)	9,641.25	737.56 ( 737.56 )	2,487.67 ( 332.48 )	1,156.95 ( 723.09 )	14,023.43		NACO 615.00 AFLAC 5,813.44 TCDRS 123,444.90 FED'L RESERVE BANK 73,757.53 DENTAL SELECT 190.33 VOYA 952.50 GYM MEMBERSHIP 730.80
CO ATTY FORFEITURE (DEDUCTIONS)	167.50	12.76 ( 12.76 )	0.00 ( 0.00 )	20.12 ( 11.73 )	200.38		
ELECTIONS CONTRACT (DEDUCTIONS)	0.00	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00		
SECURITY FUND (DEDUCTIONS)	2,701.25	195.84 ( 195.84 )	0.00 ( 0.00 )	324.15 ( 189.09 )	3,221.24		
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00		Social Security 39,083.60 Medicare Tax 9,140.56 48,224.16 25,533.37 73,757.53
CO. ATTY. SUPPLEMENTAL (DEDUCTIONS)	921.50	70.05 ( 70.05 )	0.00 ( 0.00 )	110.61 ( 69.11 )	1,102.16		
TOTALS	329,447.02	24,112.08 ( 24,112.08 )	60,691.25 ( 10,116.90 )	38,884.15 ( 22,682.66 )	447,827.19		EMPLOYER 77,964.90 EMPLOYEE 45,480.00 TCDRS 123,444.90
		48,224.16	70,808.15	61,566.81			142,446.70 12,288.94 3,323.28 1,221.76 159,280.68
							CAD GWD RETIREE TAC INS

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

07/22/2021 02:38 9797258416

PCT2

PAGE 02/02

**M-G, INC. FARM SERVICE CENTER  
P.O. BOX 697  
201 EAST POST OFFICE  
WEIMAR, TEXAS 78962-0697  
PHONE: (979) 725-8584  
CUSTOMER-PLEASE VERIFY YOUR LOAD. M-G  
WILL NOT BE RESPONSIBLE FOR SHORTAGES!**

PAGE NO 1

CUST NO: 3310 JOB NO: 000 PURCHASE ORDER: REFERENCE: TERMS: DUE 10TH OF MONTH: DH: CLERK: DATE/TIME: 7/22/21 2:06

**SOLD TO:**  
COLORADO COUNTY PREC. II  
C/O DARRELL KUBESCH  
404 S. EAGLE ST.  
WEIMAR TX 78962

**SHIP TO:**

TERMINAL: 558

TAX: 002 NON-TAXABLE

**INVOICE: 911728**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE / PER	EXTENSION
1	1	1	EA	7277488	MAILBOX RURAL STNLEY JUMBO GRY		1	45.99 /EA	45.99 N

TAXABLE 0.00  
NON-TAXABLE 45.99  
SUBTOTAL 45.99

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\* 45.99

TAX AMOUNT 0.00  
**TOTAL 45.99**

TOT WT: 11.40

x *Darrell Kubesch*  
Received By

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

**JULY 26, 2021**

07/22/2021 18:52 9797258416

PCT2

PAGE 02/02

**SHOPPA'S**



**JOHN DEERE**

**Shoppa's Farm Supply**  
1309 E Austin  
PO Box 36  
Giddings, TX 78942  
Phone: (979) 542-2259  
Fax: (888) 334-2933  
www.sfstractor.com

El Campo, TX  
Phone: (979) 643-8383

Bay City, TX  
Phone: (979) 245-2711

Liberty, TX  
Phone: (930) 338-7226

Shiner, TX  
Phone: (361) 594-3312

East Bernard, TX  
Phone: (878) 336-4007

Victoria, TX  
Phone: (361) 878-7072

Bonham, TX  
Phone: (409) 842-1128

Giddings, TX  
Phone: (979) 642-2268

Invoice To Account No.: 402587

Deliver To Account No.: 402587

**PARTS INVOICE**

COLORADO CO PCT 2  
404 EAGLE STREET  
WEIMAR TX 78962  
US  
  
Bus Ph: 979-725-8416    Priv Ph:  
Mob Ph:

COLORADO CO PCT 2  
404 EAGLE STREET  
WEIMAR TX 78962  
US  
  
Bus Ph: 979-725-8416    Priv Ph:  
Mob Ph:

Invoice No: 1325764  
Date: 7/22/2021  
Page: 1 of 1  
Payment Type: Account

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price	Tax Ind
1.00	0.00	A-WC584813A	Drive Shaft	PTOBIN	1,076.39	1,076.39	\$1,076.39	N

*cx-15  
Shredder*

Customer PO No:  
Tax Exempt No: ON FILE  
Salesperson: JAMES BITTNER

Parts: \$1,076.39  
Misc: \$0.00  
Sales Tax: \$0.00  
Deposit: \$0.00  

---

Total: \$1,076.39

Savings and Convenience at [www.shoppasconnect.com](http://www.shoppasconnect.com)

Received by: Date: .....

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 JULY 26, 2021**

07/22/2021 02:48 9797258416

PCT2

PAGE 02/02



# Invoice

<b>Date:</b>	<b>Invoice Number:</b>
7/22/2021	21334

<b>Bill To</b>
Colorado County Pct. 2 Darrell Kubesch 404 S. Eagle Weimar, TX 78962

<b>Ship To</b>
Colorado County Pct. 2 404 S. Eagle Weimar, TX 78962

<b>P.O. No.</b>	<b>Due Date</b>	<b>Terms</b>	<b>Rep</b>	<b>Ship Date</b>
Darrell	8/21/2021	Net 30		7/21/2021

Description	Qty	Ticket	U/M	Rate	Amount
ASPPM Grade IV Performance Cold Mix	25.17	061249	ton	88.00	2,214.96
Freight	25.17			14.50	364.97

<p><i>Thank you for your business. We appreciate it very much!!</i></p> <p>22010 Fairground Road Hempstead, TX 77445          Phone (979) 826-7075 Fax (832) 442-3014          www.wcasphalt.com          EIN 52-2407248</p>	<b>Subtotal</b>	<b>\$2,579.93</b>
	<b>Sales Tax (6.25%)</b>	<b>\$0.00</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$2,579.93</b>

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

**JULY 26, 2021**

07/26/2021 05:31

9792343832

COLORADO CO PCT4+

PAGE 01/02



A-1 Shiner Fire & Safety, Inc.  
P.O. Box 1239  
Shiner, TX 77984  
361-594-2929  
a1.shiner@sbcglobal.net  
A1Shiner.com

**Invoice**

Date	Invoice #
7/14/2021	15318

**Bill To**

COLORADO COUNTY PCT 4  
310 S. McCARTY  
EAGLE LAKE, TEXAS 77434

**Ship To**

COLORADO COUNTY PCT 4  
310 S. McCARTY  
EAGLE LAKE, TX 77434

P.O. Number	Terms	Rep	Account #	Via	Project	F.O.B.
	Due on recolpt	SF	COL-EAGLE			ANNUAL

Quantity	Item Code	Description	U/M	Price Each	Amount
1	INSPECT FIRE EXTS.	JULY 2021 ANNUAL FIRE EXTINGUISHER INSPECTION AND MAINTENANCE AS PER NFPA #10 STATE AND OSHA REGULATION TO INSURANCE CODE.		395.00	395.00
4	6YR/MAINT/REC S...	5# ABC 6YR MAINTENANCE		17.50	70.00
1	6YR/MAINT/REC 2...	2.5# ABC 6YR MAINTENANCE		14.50	14.50
2	HYDRO/REC 10#D...	10# ABC HYDROTEST		35.00	70.00
		** CONDEMNED 4-2.5# FE; 4-5# ABC, 1-10# ABC AND REPLACED WITH NEW ONES **			
4	FEAN442258	5# ABC-AA05-1VB	ea	60.00	240.00
4	FEAMB417T	FIRE EXT 2.5#ABC-AMERX	ea	50.00	200.00
1	FEAMB456	FIRE EXT 1.0ABC AL/HD/AM	ea	92.75	92.75
7	FEPGORING	GORING/COLLAR/FE/RUBBER	ea	4.00	28.00
6	FEP6AM6092	VALVE STEM 2.5/20#-AMX	ea	8.00	48.00
1	FEP6BR440058K	VALVE STEM - KIDDE	ea	15.05	15.05
21	FEP9HSTC	WEATHER JACKET TAG(HD)	ea	1.25	26.25

Prompt payment is appreciated. Your account is subject to 1.5% per month finance charges on all unpaid balances after 30 days-annual percentage rate of 18%. VISA, DISC & M/C Accepted.  
Regulated By: The Texas Department of Licensing and Regulation.  
Thank You for Your Business!

<b>Total</b>	\$1,199.5
<b>Payments/Credits</b>	\$0.0
<b>Balance Due</b>	\$1,199.5

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

07/26/2021 05:31

9792343832

COLORADO CO PCT4+

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R.B. Everett & Co.  
8211 Red Bluff Rd.  
Pasadena, Texas 77507  
Phone No.: 281-991-8181  
Fax No.: 281-991-5967

**SALES INVOICE**

Invoice Number: 33941  
Invoice Date: 07/15/21  
Page: 1

**Bill**  
To: COLORADO COUNTY PREC 4  
310 SOUTH MCCARTY  
EAGLE LAKE, TX 77434

**Ship**  
To: COLORADO COUNTY PREC 4  
310 SOUTH MCCARTY  
EAGLE LAKE, TX 77434

Ship Via  
Ship Date: 07/14/21  
Due Date: 07/15/21  
Terms: Payable on Receipt

Customer ID: 22470  
P.O. Number: 47750  
P.O. Date: 07/14/21  
Our Order No: W26614  
SalesPerson: Ryan Newton  
Machine Hours: 1,484

**Fault Comments**

DOOSAN DL220-5 - S/N-DWGCWLCXPJ1010258 - R8674  
CUSTOMER: COMMISSION GERSTON W/COLORADO COUNTY #4 PH:979-758-4177  
LOCATION: 1016 OLD ALTAIR RD EAGLE LAKE, TX 77434  
COMPLAINT: CUSTOMER STATES VCU NOT COMMUNICATING TO GAUGE PANEL

Items Sold	Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
MI	Mileage6/10	Mile	176	176	3.15	554.40
MI	Mileage6/11	Mile	176	176	3.15	554.40
300811-01018C	CONTROLLER I521 I521	Each	1	1	1,148.84	1,148.84
FRT	SHIPPING & HANDLING	Each	1	1	126.87	126.87
SS	Materials & Supplies	Each	1	1	35.00	35.00

**Resolution Comments**

WENT OUT TO CHECK OUT UNIT, FOUND VCU WAS NOT COMMUNICATING WITH MONITOR. NEED TO ORDER A NEW VCU.  
DROVE OUT TO UNIT AND REMOVED PLASTICS BEHIND SEAT, REMOVED BOLTS THAT HOLD EPOS DOWN AND REMOVED CONNECTION, INSTALLED NEW EPOS AND SECURED DOWN, CYCLED KEY AND UNIT WAS COMMUNICATING. TURNED ON AND THROTTLE WAS RESPONDING. INSTALLED PLASTICS BACK, ALL GOOD AT THIS TIME.

Remit to: R.B. Everett & Co., P.O. Box 7300, Pasadena, TX 77508

Subtotal:	2,419.51
Invoice Discount:	0.00
Labor:	4.00 140.00 560.00
Total Sales Tax:	0.00
<b>Total:</b>	<b>2,979.51</b>

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

***JULY  
2021***

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**



Form  
3072

**COUNTY INDIGENT HEALTH CARE PROGRAM  
MONTHLY FINANCIAL REPORT**

County Name Colorado Co. Indigent Report for (Month/Year) 07/2021  
or  
Amendment of the Report for (Month/Year)

**I. REIMBURSABLE EXPENDITURES during This Report Month**

Physician Services	1.	\$286.33	
Prescription Drugs	2.	\$12.41	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$2,851.36	
Laboratory/X-Ray Services	5.	\$289.48	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$240.00	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures</b> (Add #1 through #11.)			<b>12. \$3,679.58</b>
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00 )	
6% Eligibility System Review Findings (\$ in error)	14. (	)	
<b>Total to be Deducted</b> (Add #13 + #14.)			<b>15. ( \$0.00 )</b>
<b>Applied to State Assistance Eligibility/Reimbursement</b> (#12 minus #15)			<b>16. \$3,679.58</b>

**II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement**

<b>TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$</b>	<u>77,686.55</u>
GRTL \$ <u>7,441,959.83</u>	
4% of GRTL \$	<u>297,678.39</u>
6% of GRTL \$	<u>446,517.59</u>
8% of GRTL \$	<u>595,356.79</u>

*Jessica Bergfeld*  
Signature of Person Submitting Form 3072

07/22/2021  
Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021

**Colorado County Indigent Health Care  
Courthouse Annex  
318 Spring Street, #111  
Columbus, Texas 78934**

*August, 2021*

**ACTIVE CASES:**

**Marnie Jones  
Joe Mayorga  
Manuel Hernandez  
Linda Saucedo  
Brenda Ellison  
Cody Gillett  
Carolyn Russell**

**Albert Rios  
Justin Allan Jones  
Tommy Endsley  
LaKeith Williams  
Laverne Taylor  
Angelica Carrillo**

**DENIED DUE TO CHANGE : David Schriefer**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS:**

**APPLICATIONS PENDING [DISABILITY/SSI]:**

*(Approved SSI w/Medicaid)*

*(Income)*

*(Moved)*

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

**JULY 26, 2021**

- \_13. 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 Gertson mentioned fair will be here before we know it, need help mowing.**

- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.**

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

- \_15. Budget Workshop and receive and consider recommendation of Salary Committee for Budget Year 2022.**

**Judge Prause stated that we will take a break at 10:26 A.M.**

**At 10:45 A.M. Court was back in session for Budget Workshop.**

**Salary Committee met twice over period of two months.**

**We will go over the Recommendations of Salary Increases and Adjustments for Budget Year 2022.**

**Raymie Kana, County Auditor stated that under 1.) the 5% pay increase is for employees and officials, I left off the officials; 5.) approval to hire immediately in Tax A/C and all others were approved as is.**

**Judge Prause stated there were several things referred to the Court and turned down by the Salary Committee, and those being as follows:**

**Creating Office of the Public Defender and increase the salary, not a necessary change at this time; turned down MASA, paying for all employees and officials would have cost around \$86,000.00; turned down paying retirees medical insurance on a sliding scale; request for increase by the Constables turned down when compared salary to surrounding counties and they received increase in the past two years; and turned down extra person for District Clerk Office.**

**All the recommendations are in the Proposed Changes to the Budget you have in front of you today.**

**Need to approve tax rate at next meeting.**

**All Recommendations of Salary Increases and Adjustments for Budget Year 2022**

**was approved by all Commissioners; and all Commissioners approved the declined recommendations as stated above.**

**(See Attachments)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

DATE: July 22, 2022

TO: Commissioners' Court

FROM: Salary Committee

SUBJECT: Recommendations of Salary Increases and Adjustments for  
Budget Year 2022

The Salary Committee met on July 1<sup>st</sup> and July 22<sup>nd</sup> to discuss salary increases and adjustments for Budget Year 2022. The Salary Committee makes the following recommendations to the court:

- 1.) A 5% (2.5% for 2021 and 2.5% for 2022) pay increase to be added to the department head's salary budget to give to their employees at any amount up to the 5% as determined by each department head. (\$250,151)
- 2.) A 5% increase and an additional 5% increase for the Maintenance Director since there is no longer a Housekeeping Director plus a take home vehicle because on call 24/7. (\$3,611 to \$43,332)
- 3.) Move Floodplain Adm/Permit/911RA Officer to Grade 11 on the Salary Administrative Schedule. (\$54,766 is mid-point)
- 5.) Move 4H Coordinator position to Tax A/C for MV clerk at salary of \$29,496.
- 6.) Add an additional assistant auditor (\$41,828 is mid-point).
- 7.) Roll longevity into salary for 2022 and then do away with longevity. (Amount to be paid in 2021 is \$53,835 for 56 employees out of 123)
- 8.) Increase TCDRS matching ratio to 200% from 185%. (\$81,000)

Those present were Judge Ty Prause, R.H. Wied, Darrell Kubesch, Kim Menke, Francis Truchard, Amanda Daniel, Jay Johannes, Erica Kollaja, Joyce Guthmann and Raymie Kana.

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 JULY 26, 2021**

PROPOSED CHANGES TO FY2022 BUDGET

GENERAL FUND

	Amount
<b>REVENUES</b>	
Current Tax Collections	
MV Sales Tax 5% Commission	10,000
Mixed Drink Tax	5,000
Development Fees	5,000
Public Defender Fees	(8,000)
Prisoner Transport Fees	(2,500)
Inmate Phone Commissions	3,000
Interest Income	(450)
Fees of Office	22,500
VIT Overages	8,500
Court Costs	(2,050)
Grants	(10,000)
<b>TOTAL INCREASE IN REVENUES</b>	<b>31,000</b>
<b>EXPENSES</b>	
EA Supplies	2,000.00
EA Voter Reg Expenses	1,000.00
EA Communications	500.00
Central Appraisal District	3,450.00
Volunteer Fire Depts	4,000.00
JP#1 Training	(750.00)
JP#1 Mileage	(500.00)
Dist Crt Visiting Judges	2,000.00
Dist Crt Court Reporters	2,000.00
Dist Judges Office Supplies	(400.00)
TAC Copier Usage	3,000.00
EMS Medical Supplies	10,000.00
EMS Repairs	20,000.00
EMS Salaries	148,477.00
EMS Fringe on Salaries	29,178.00
Sheriff Copier Usage	3,000.00
Sheriff Estray Expenses	5,000.00
Sheriff Motor Vehicles	68,000.00
IT Vehicle Expenses	3,000.00
Older Texan Fair	(200.00)
Group Medical Insurance	13,300.00
Longevity	(2,208.00)
5% pay increase	250,151.00
Fringe on pay increase	49,155.00
Add Asst County Auditor	41,832.00
Fringe on Asst County Auditor	18,620.00
911RA Salary Adjustment	12,888.00
Fringe on 911 RA salary adjustment	2,533.00
<b>TOTAL INCREASE IN EXPENSES</b>	<b>689,026.00</b>
<b>OVER (UNDER) TOTAL</b>	<b>(658,026.00)</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

FUND	TAX RATE	AMT OF REVENUE	BUDGET 98%	DIFFERENCE
CURRENT 2020 TAX RATE				CURRENT TAXES
GENERAL FUND	0.36534	\$ 9,211,378.80	\$ 9,027,151.23	326,131.99
INTEREST & SINKING	0.02466	\$ 621,756.72	\$ 609,321.59	(24,231.53)
ROAD & BRIDGE FUNDS	0.13000	\$ 3,277,711.84	\$ 3,212,157.61	119,433.76
TOTAL 2019 TAX RATE	0.52000	\$ 13,110,847.36	\$ 12,848,630.43	421,334.22
2021 CERTIFIED VALUE			0.462075	No-New Revenue Tax Rate
INCREASE OF 342,405,014	2,863,721,816		0.44041	No-New Revenue M&O Tax Rate
NO-NEW REVENUE TAX RATE			0.503099	Voter-Approval Tax Rate (3.5%)
			0.021665	Debt Tax Rate
			0.56135	De Minimus Tax Rate
GENERAL FUND	0.31041	\$ 8,889,278.89	\$ 8,711,493.31	\$ (315,657.92)
INTEREST & SINKING	0.021665	\$ 620,425.33	\$ 608,016.82	\$ (1,304.77)
ROAD & BRIDGE	0.13000	\$ 3,722,838.36	\$ 3,648,381.59	\$ 436,223.98
TOTAL NO-NEW REVENUE RATE	0.462075	\$ 13,232,542.58	\$ 12,967,891.73	\$ 119,261.30
VOTER-APPROVAL TAX RATE				
APPLIED TO CERTIFIED VALUES				
3.5% VAR				
GENERAL	0.351434	\$ 10,064,092.13	\$ 9,862,810.28	\$ 835,659.05
INTEREST & SINKING	0.021665	\$ 620,425.33	\$ 608,016.82	\$ (1,304.77)
ROAD & BRIDGE	0.13000	\$ 3,722,838.36	\$ 3,648,381.59	\$ 436,223.98
TOTAL VOTER-APPROVAL RATE	0.503099	\$ 14,407,355.82	\$ 14,119,208.70	\$ 1,270,578.27







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

**JULY 26, 2021**

FUND	Balances		Estimated		Estimated		Estimated		Estimated		Used in	
	June 30, 2021		Revenues	Salaries w/Bene	Expenses	Ending Balances	2022 Budget					
<b>ROAD &amp; BRIDGE FUNDS</b>												
Precinct #1	1,936,757.20		78,000.00	221,000.00	390,000.00	1,403,757.20	1,200,000.00					
Precinct #2	1,141,671.26		77,000.00	211,500.00	256,500.00	750,671.26	500,000.00					
Precinct #3	2,066,733.94		93,500.00	225,000.00	420,000.00	1,515,233.94	1,300,000.00					
Precinct #4	2,194,549.81		65,000.00	187,000.00	320,000.00	1,752,549.81	1,500,000.00					
<b>GENERAL</b>	9,637,762.84		2,250,000.00	4,800,000.00	1,750,000.00	5,337,762.84	5,000,000.00					
<b>RECORDS PRESERV</b>	860,679.09		55,000.00	-	305,000.00	610,679.09	600,000.00					
<b>AIRPORT</b>	58,146.11		50,000.00	-	42,000.00	66,146.11	50,000.00					
<b>LAW LIBRARY</b>	122,280.23		5,000.00	-	300.00	126,980.23	125,000.00					
<b>SECURITY</b>	26,094.72		45,000.00	40,000.00	300.00	30,794.72	30,000.00					
<b>INTEREST &amp; SINKING</b>	702,374.96		20,000.00	-	597,300.00	125,074.96	125,000.00					
<b>CO &amp; DIST CRT TECH</b>	35,341.22		1,500.00	-	-	36,841.22	35,000.00					
<b>JP TECHNOLOGY</b>	12,617.09		5,000.00	-	10,000.00	7,617.09	5,000.00					
<b>TOTAL BUDGETED FUNDS</b>	18,795,008.47		2,745,000.00	5,684,500.00	4,091,400.00	11,764,108.47	10,470,000.00					

4,500,000  
\* Kept 500,000 for emergency purchases of ALA Grant exps.

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

**JULY 26, 2021**

COLORADO COUNTY, TEXAS  
ACTUAL FOR YEARS 2017, 2018, 2019, & 2020  
BUDGET REQUEST FORM FOR BUDGET YEAR 2022

07/21/21  
TIME: 08:53 AM

Account Number and Title	T C	Actual Exper				Actual Exper YEAR - 2020	Org Budget YEAR - 2021	Prop Budget YEAR - 2022
		YEAR - 2017	YEAR - 2018	YEAR - 2019	YEAR - 2020			
REPORTING FUND: 0012 GENERAL FUND								
0100 TOTAL REVENUES/CARRY-OVER								
0110 CURRENT AD VALOREM TAXES	I	6,821,821.30	7,573,215.42	7,873,995.86	8,819,242.92	9,027,151.00	9,027,151.00	
0120 DELINQUENT TAX COLLECTIONS	I	147,953.64	91,319.10	82,607.04	83,907.64	77,260.00	77,260.00	
0130 PENALTY & INTEREST	I	77,088.40	71,365.69	71,018.13	79,613.43	73,098.00	73,098.00	
0200 BEER & LIQUOR LICENSES	I	5,805.50	10,682.75	8,013.25	9,115.25	5,000.00	5,000.00	
0205 MIXED DRINK TAX	I	17,122.35	17,915.84	28,483.48	22,923.73	15,000.00	20,000.00	
0210 AMUSEMENT TAX	I	0.00	42.75	35.62	0.00	50.00	50.00	
0212 DEVELOPMENT FEES	I	21,190.00	13,820.00	21,730.00	20,930.00	15,000.00	20,000.00	
0300 AMBULANCE FEES COLLECTED	I	1,178,749.25	1,224,141.78	1,573,990.58	1,523,534.20	1,400,000.00	1,400,000.00	
0302 DONATIONS/COUNTY WIDE	I	2,386.90	13,575.00	24,715.64	7,132.14	2,500.00	2,500.00	
0310 INTEREST INCOME	I	77,887.06	149,719.94	177,273.76	120,231.02	124,391.00	123,941.00	
0312 5% MOTOR VEH SALES TAX COMMISSION	I	132,761.55	149,373.87	137,584.31	138,471.27	140,000.00	150,000.00	
0313 INMATE PHONE COMMISSIONS	I	12,584.30	13,985.10	13,737.20	11,192.00	7,000.00	10,000.00	
0314 SALE OF POLICE REPORTS	I	735.00	713.00	1,036.69	1,192.25	750.00	750.00	
0316 JUDICIAL EDUCATION FEES	I	579.00	485.00	555.00	555.05	500.00	500.00	
0317 SALES-VENDING & SCRAP METALS	I	90.85	197.27	109.49	24.83	150.00	150.00	
0318 JUROR DONATIONS - CASA	I	108.00	132.00	84.00	12.00	100.00	100.00	
0319 V.I.T. OVERAGES (TAX A/C)	I	687.00	10,857.80	4,528.36	12,530.10	1,500.00	10,000.00	
0320 SALES TAX	I	1,393,035.43	1,465,268.90	1,792,985.91	2,139,267.76	1,500,000.00	1,500,000.00	
0321 OIL & GAS ROYALTY	I	312.13	191.43	210.02	122.76	200.00	200.00	
0322 JUROR DONATIONS-CHILD WELFARE BRD	I	180.00	444.00	168.00	40.00	200.00	100.00	
0323 JURY FEES	I	1,530.74	1,195.91	1,226.99	3,977.29	4,000.00	4,000.00	
0324 STENOGRAPHERS FEES	I	2,884.86	3,340.00	4,227.67	3,235.44	3,000.00	3,000.00	
0325 RENTAL INCOME-EL FACILITIES	I	42,384.95	36,758.01	46,197.43	40,502.19	40,500.00	40,500.00	
0378 PUBLIC DEFENDER FEES	I	19,748.11	19,327.62	16,319.60	14,257.05	20,000.00	12,000.00	
0379 INTERPRETOR FEES	I		84.65	497.41	339.17	500.00	500.00	
0380 STATE SALARY SUPPLEMENT-CO JUDGE	I	25,200.00	25,200.00	25,200.00	25,200.00	25,200.00	25,200.00	
0382 PRISONER TRANSPORT REIMB/STATE COMP	I	7,470.08	9,026.29	7,184.12	5,135.00	7,500.00	5,000.00	
0385 BOND FORFEITURES	I	54,796.00	23,620.00	55,094.00	31,829.00	25,000.00	25,000.00	
0390 UNCLAIMED PROPERTY-UNCASHED CHECKS	I	14,837.67	12,955.87	28,490.84	1,191.14	500.00	500.00	
0395 MISCELLANEOUS	I	72,694.00	345,461.84	135,638.12	349,664.06	100,000.00	100,000.00	
0401 TAX ASSESSOR-COLLECTOR	I	120,324.52	116,102.90	121,055.67	113,115.30	115,000.00	115,000.00	
0402 DISTRICT CLERK	I	55,022.65	53,080.93	56,826.17	38,737.55	40,000.00	40,000.00	
0403 COUNTY CLERK	I	208,992.78	189,302.79	197,941.52	175,940.39	150,000.00	160,000.00	
0404 SHERIFF'S FEES	I	44,724.35	55,244.79	52,241.61	30,524.66	30,000.00	30,000.00	
0405 COUNTY JUDGE	I	1,304.00	1,214.00	1,246.00	902.02	750.00	750.00	
0406 COUNTY ATTORNEY	I	6,487.34	5,828.47	1,343.66	9,026.01	7,500.00	10,000.00	
0407 CONSTABLE CITATION FEES	I	14,134.00	17,375.58	18,149.73	12,174.42	10,000.00	10,000.00	



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

JULY 26, 2021

COLORADO COUNTY, TEXAS  
ACTUAL FOR YEARS 2017, 2018, 2019, & 2020  
BUDGET REQUEST FORM FOR BUDGET YEAR 2022

07/21/21  
TIME:08:53 AM

Account Number and Title	T C	Actual Exper YEAR - 2017	Actual Exper YEAR - 2018	Actual Exper YEAR - 2019	Actual Exper YEAR - 2020	Org Budget YEAR - 2021	Prop Budget YEAR - 2022
REPORTING FUND: 0012 GENERAL FUND							
0455 SALE OF 911 ADDRESS SIGNS	I	2,542.00	2,481.00	2,765.00	3,245.00	2,500.00	2,500.00
0460 MATCHING FUNDS-SCHOOL RES OFC	I	33,097.00	35,050.00	35,700.00	36,800.00	37,700.00	37,700.00
0466 CHILD ABUSE PREVENTION FUND	I	31.35	59.01	139.06	123.68	100.00	100.00
0476 CLERK'S VITAL STATISTICS FEE	I	1,026.00	960.00	1,390.00	1,060.00	1,200.00	1,000.00
0477 FTA/OMNIBASE	I	4,203.28	3,645.66	3,285.72	3,956.84	3,000.00	5,000.00
0479 FAMILY PROTECTION FEE	I	994.10	1,452.10	1,073.54	1,609.73	1,000.00	1,000.00
0503 REIMB OF JUROR PMTS-STATE COMPTROLR	I	6,086.00	5,406.00	7,718.00	4,590.00	7,000.00	7,000.00
0600 GRANT - TITLE IV-E PRS CONTRACTS	I	3,575.01	542.20	1,498.63	0.00	1,000.00	1,000.00
0601 FED'L FUNDS-FEMA & CARES ACT	I	0.00	97,287.90	0.00	146,394.73	0.00	
0602 GRANT PROCEEDS	I	194,384.90	89,499.00	235,685.42	61,991.22	75,000.00	75,000.00
0603 GRANT - STATE COMPTROLLER	I	51,585.00	72,009.14	55,750.86	64,427.67	50,000.00	50,000.00
0604 GRANT-HOMELAND SECURITY	I	43,631.20	67,318.54	49,724.43	5,608.56	35,000.00	25,000.00
0605 GRANT - JUVENILE JUSTICE	I	34,195.24	30,277.38	0.00	21,158.28		
0800 SUSPENSE ACCOUNT	I	0.00	0.00	0.00	0.00	0.00	
0911 TRANSFER FROM R&B PCT FUNDS	I	40,000.00	0.00	308,000.00	0.00		
TOTAL REVENUES/CARRY-OVER		11,753,916.24	12,767,087.39	13,907,837.73	14,719,372.79	13,726,000.00	13,757,000.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

\_16. Adjourn.

**Motion by Judge Prause to adjourn; seconded by Commissioner Kubesch.**

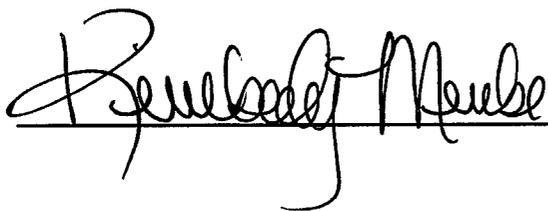
**An audio recording of this meeting of July 26, 2021 is available in the County Clerk's Office.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JULY 26, 2021**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 26<sup>th</sup> day of July 2021 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 26<sup>th</sup> day of July 2021.

Given under my hand and official seal of office this date July 26, 2021.

  
\_\_\_\_\_

