

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: July 25, 2022 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

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

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

**On this the 25th day of July 2022, the Commissioners Court of Colorado**

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

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

<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>Honorable Kimberly Menke</b>	<b>County Clerk</b>
<b>By: Michelle Kollmann</b>	<b>Deputy Clerk</b>

**County Judge Ty Prause called the meeting to order at 9:02 A.M., followed by  
Pledges to the United States Flag and Texas Flag.**

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

**July 25, 2022**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_1. Agenda as posted.

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

**(See Attachment)**

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

**July 25, 2022**

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

FILED FOR RECORD  
COLORADO COUNTY, TX

2022 JUL 21 PM 4:56

KIMBERLY MENKE  
COUNTY CLERK MK

DATE OF MEETING: July 25, 2022 – 9:00 A.M.  
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- \_\_1. Agenda as posted.
- \_\_2. Public comments.
- \_\_3. Continuation or renewal of local disaster declaration dated July 21, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions. (Prause)
- \_\_4. Preliminary plat for a subdivision to be known as Wild Wing Preserve consisting of 942.98 acres, Precinct No. 1. (Wessels)
- \_\_5. Request by AMP Texas Pipelines, LLC to release Superheavy or Oversize Permit Bond No. EACX4018193 and Performance Bond No. EACX4018194 posted for Wilde Road and Stokes Road, Precinct No. 3. (Neuendorff)
- \_\_6. Proposals/quotes received for accounting software for Colorado County. (Kana)
- \_\_7. Request for proposals for Audit of the financial statements of Colorado County, Texas for the fiscal years ending December 31, 2022, 2023, and 2024. (Kana)
- \_\_8. Monitoring Agreements with Wilson Fire Equipment & Service Company, Inc. for the Courthouse and Courthouse Annex. (Kana)
- \_\_9. Closed meeting pursuant to Tex. Gov't Code §551.074 regarding the job performance and evaluation of the Colorado County EMS Director.
- \_\_10. Open meeting regarding the job performance, evaluation, and employment of the Colorado County EMS Director.
- \_\_11. Consent Items:
  - a. Accept Fiscal Year 2021 Surplus Distribution from the Texas Association of Counties Health and Employee Benefits Pool in the amount of \$48,631.00.

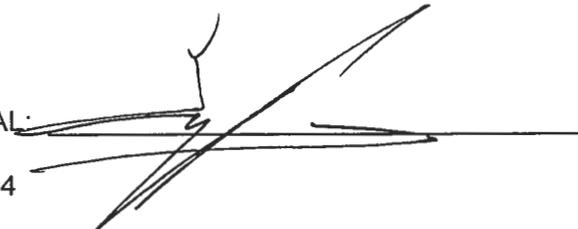
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**July 25, 2022**

- b. Certificate of Liability Insurance posted by Quality Hot Mix, Inc./Quality Hot Mix Trucking, Inc. (7/9/2022-7/9/2023).
- c. Continuation Certificate posted by Sue Ann Operating, LC for Superheavy or Oversize Permit Bond No. 04281172TX (11/20/2021-11/20/2022).
- \_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)
- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_15. Budget Workshop and consider recommendations of Salary Committee for Budget Year 2023. (Kana)
- \_16. Adjourn.

**CERTIFICATION**

NAME: Ty Prause  
TITLE: Colorado County Judge  
SIGNATURE OF CERTIFYING OFFICIAL:  
DATE: July 21, 2022  
TELEPHONE NUMBER: (979) 732-2604  
FAX NUMBER: (979) 732-9389



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

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

**July 25, 2022**

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

**Judge Prause stated four individuals, Deborah Damon, Jim Roberts, Price Keever, and Marcus Horner have completed public comment forms. Ms. Damon would like to change the hours of Saturday on the Square from 6 A.M. - 1 P.M to 6 A.M. – 2:30 P.M. A bake off contest will take place every Saturday excluding the last Saturday of the month. Mr. Roberts, Mr. Keever, and Mr. Horner all elected to speak during agenda item number 4. (See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) EBORAH DAMON

Which agenda item do you wish to address? #2

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

EBORAH 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 25, 2022

Colorado County Commissioners' Court ✓

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Public Participation Form

Name (please print) Jim Roberts

Which agenda item do you wish to address? 4

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

Jim P. Roberts  
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 25, 2022

Colorado County Commissioners' Court

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Public Participation Form

Name (please print) Price Keever

Which agenda item do you wish to address? 4

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

  
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 25, 2022

Colorado County Commissioners' Court ✓

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Public Participation Form

Name (please print) Marcus Horner

Which agenda item do you wish to address? 4

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

  
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 25, 2022**

- \_\_3.** Continuation or renewal of local disaster declaration dated July 21, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions. (Prause)

**Motion by Commissioner Neuendorff to approve the continuation or renewal of local disaster declaration dated July 21, 2022 due to extremely high heat conditions, and the threat of wildfires from severe drought conditions; 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 25, 2022**



RESOLUTION CONTINUING THE DISASTER DECLARATION ISSUED BY COUNTY JUDGE TY PRAUSE ON JULY 21, 2022 DUE TO SEVERE DROUGHT CONDITIONS IN THE UNINCORPORATED AREAS OF COLORADO COUNTY, TEXAS.

**WHEREAS**, on July 21, 2022, Colorado County Judge Ty Prause, issued a Declaration of Local Disaster for the unincorporated areas of Colorado County due to the severe drought conditions and the threat of dangerous and fast moving wildfires; and

**WHEREAS**, pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of the declaration unless continued or renewed by the Commissioners Court of Colorado County; and

**WHEREAS**, the Colorado County Commissioners Court finds that the drought conditions continue to exist and the continuation of the disaster declaration is necessary; and

**WHEREAS**, the Declaration of Local Disaster supersedes prior declarations of disaster and amends the Order Restricting Outdoor Burning approved and ordered by the Colorado County Commissioners Court on June 13, 2022, and the following are now specifically PROHIBITED:

- **Controlled burns** in any way related to planting and harvesting agricultural crops.
- **Burns Authorized by TCEQ** for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
- **Attwater Prairie Chicken Refuge** maintenance activities.

**NOW, THEREFORE, BE IT RESOLVED**, by the Colorado County Commissioners Court, that:

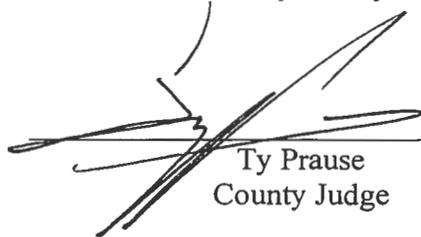
1. The local state of disaster declared by County Judge Ty Prause on July 21, 2022 is hereby continued for Colorado County pursuant to Section 418.108(b) of the Texas Government Code until such state of disaster is lifted by the County Judge.
2. Pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
3. Pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the county emergency management plan.

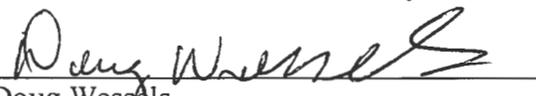
MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

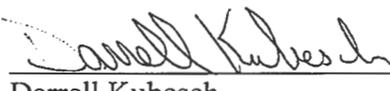
July 25, 2022

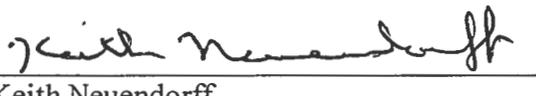
4. That any person who violates the Declaration of Local Disaster and the county emergency management plan may be punished by a fine that does not exceed \$1,000 or confinement in the Colorado County Jail for up to 180 days.
5. This resolution shall become effective immediately upon adoption.

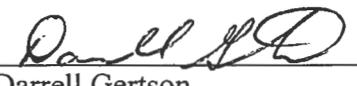
APPROVED AND ADOPTED this the 25<sup>th</sup> day of July 2022.

  
Ty Prause  
County Judge

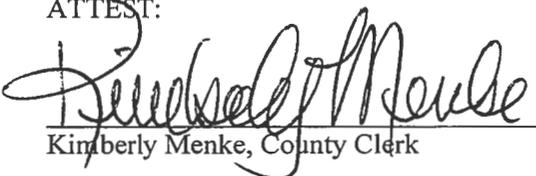
  
Doug Wessels  
Commissioner Precinct 1

  
Darrell Kubesch  
Commissioner Precinct 2

  
Keith Neuendorff  
Commissioner Precinct 3

  
Darrell Gertson  
Commissioner Precinct 4

ATTEST:

  
Kimberly Menke, County Clerk



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022



FILED FOR RECORD  
COLORADO COUNTY, TX

2022 JUL 21 AM 8:10

KIMBERLY MENKE MK  
COUNTY CLERK

**DECLARATION OF LOCAL DISASTER FOR COLORADO COUNTY, TEXAS**

---

**WHEREAS**, Colorado County is currently in a severe drought and experiencing record high temperatures; and

**WHEREAS**, the extreme hot and dry conditions pose the threat of large, dangerous and fast moving wildfires; and

**WHEREAS**, such fires have the potential of endangering lives and damaging property on a large scale; and

**WHEREAS**, the Texas Government Code Chapter 418 provides the county judge may declare a local disaster within the county "if the threat of disaster is *imminent*"; and

**WHEREAS**, the magnitude of the potential damage and the rapidity with which such a fire could escalate to major proportions constitute an imminent threat of disaster and has been experienced in this county in the past decade; and

**WHEREAS**, declaration of such disaster authorizes the imposition of controls on activities which increase the likelihood of fires during extremely high temperatures and droughts; and

**WHEREAS**, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires and saving lives and property; and

**WHEREAS**, a local disaster declaration expires seven (7) days after its issuance, unless the commissioners court consents to its renewal or continuance; and

**WHEREAS**, this Declaration of Local Disaster supersedes prior declarations of disaster and amends the Order Restricting Outdoor Burning approved and ordered by the Colorado County Commissioners Court on June 13, 2022, and the following are now specifically PROHIBITED:

- **Controlled burns** in any way related to planting and harvesting agricultural crops.
- **Burns Authorized by TCEQ** for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
- **Attwater Prairie Chicken Refuge** maintenance activities.

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

**July 25, 2022**

**BE IT THEREFORE PROCLAIMED** that I, Ty Prause, County Judge of Colorado County, do hereby declare a local state of disaster in the unincorporated areas of Colorado County due to the severe drought conditions and the threat of dangerous and fast moving wildfires.

**BE IT ALSO PROCLAIMED** that this state of disaster will continue until rescinded in accordance with the above cited statute, but in no instance will this declaration continue for more than seven (7) days without being authorized by the County Commissioners Court,

**BE IT ALSO PROCLAIMED** that this declaration of a local state of disaster activates the Colorado County Emergency Management Plan.

**BE IT ALSO PROCLAIMED** that the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

That any person who violates this declaration and the county emergency management plan may be punished by a fine that does not exceed \$1,000 or confinement in the Colorado County Jail for up to 180 days.

This declaration shall be promptly publicized and filed with the County Clerk.

IN WITNESS WHEREOF, I affix my signature this 21<sup>st</sup> day of July, 2022.

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

Filed with the Clerk of Colorado County on July 21, 2022.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

ORDER RESTRICTING OUTDOOR BURNING  
(Drought)

FILED FOR RECORD  
COLORADO COUNTY TX.

2022 JUN 15 AM 10:07

KIMBERLY MENEFEE  
COUNTY CLERK

MK

WHEREAS, the Colorado County Commissioners Court finds that drought conditions exist in unincorporated areas of the county:

IT IS HEREBY ORDERED that outdoor burning is restricted in all unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service, this Court, or the County Judge. This Order is adopted pursuant to local Government Code §352.081(c)(1), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** The following outdoor activities shall be allowed provided they are attended at all times and all following precautionary rules and measures are strictly followed:
  - **Household Trash.** Burning of household trash in a receptacle that is enclosed and covered with a mesh material with no more than ¼ inch openings and supervised in a safe area clear of debris.
  - **Barbecues** using above-ground grills, with enclosed fireboxes, in a safe area clear of debris or other combustible materials and attended at all times.
  - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
  - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
  - **Attwater Prairie Chicken Refuge** maintenance activities.
  - **Non-Profit & Religious Organizations** shall be allowed to prepare barbecue provided they contact their local fire department in advance for a site visit by a member of the department and follow all precautionary measures directed by such department.
  - **Outdoor Welding** shall only be allowed under the following circumstances:
    - (i) welding, cutting and grinding associated with welding activities shall not take place when the wind is over 15 miles per hour;
    - (ii) the welder must notify the Colorado County Sheriff's Department before any welding, cutting or grinding begins;
    - (iii) all grass, leaves, brush and other easily combustible materials must be cleared with a twenty (20) foot radius surrounding the area where activity is to take place before any welding, cutting or grinding begins; and,

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

- (iv) a spotter with water and a ready pressurized delivery system must be on hand before any welding, cutting or grinding begins and remain on hand until the activity is completed.

In accordance with the Local Government Code §352.081(h), a violation of this order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

The purpose of this Order is the mitigation of the public safety hazard posed by wildfires due to severe weather conditions by restricting use of combustible materials.

Approved and so ordered by Commissioners Court on this the 13<sup>th</sup> day of June, 2022.

  
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

4. Preliminary plat for a subdivision to be known as Wild Wing Preserve consisting of 942.98 acres, Precinct No. 1. (Wessels)

**Jim Roberts, Price Keever, and Marcus Horner with Lone Star Land Partners were present to address the court on the proposed subdivision, Wild Wing Preserve. This subdivision will be a restricted retirement type community consisting of 2 to 40 acre tracts. There will be a gated entrance with cameras and privately maintained roads.**

**Motion by Commissioner Wessels to approve a Preliminary plat for a subdivision to be known as Wild Wing Preserve consisting of 942.98 acres, Precinct No. 1; 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 25, 2022**

**Preliminary Plat Checklist  
Colorado County, Texas**

FILED FOR RECORD  
COLORADO COUNTY, TX

2022 JUL 20 PM 1:23

SUBDIVISION NAME: WILD WING PRESERVE

KIMBERLY HENKE  
COUNTY CLERK

*KM*

**APPLICATION MATERIALS:**

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

**GENERAL INFORMATION:**

Comments:

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

**MINUTES OF THE COLORADO COUNTY  
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**FLOODPLAIN & DRAINAGE INFORMATION:**

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

**STREETS & RIGHT OF WAY INFORMATION:**

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

**WATER, WASTEWATER, UTILITIES INFORMATION:**

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

**PLAT NOTES:**

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

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

**July 25, 2022**

**SUBDIVISION APPLICATION  
for Colorado County, Texas**

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

PROPOSED NAME OF SUBDIVISION: WILD WING PRESERVE

PRECINCT IN WHICH THE SUBDIVISION LIES: PRECINCT 1

PRECINCT COMMISSIONER: DOUG WESSELS

NAME OF PROPERTY OWNER: LSLP COLORADO CO., LLC.

Address: 665 SIMONDS ROAD WILLIAMSTOWN, MASSACHUSETTS

Telephone No: 832-657-7227

NAME OF APPLICANT: JIM ROBERTS

Company: LONE STAR LAND PARTNERS

Address: 705 N HWY 281 SUITE 202 MARBLE FALLS, TX. 78654

Telephone No: 877-888-1415

DATE PLAT FILED: \_\_\_\_\_

TOTAL ACREAGE OF DEVELOPMENT: 942.98

INTENDED USE OF LOTS:

Residential:     X     Commercial/Industrial: \_\_\_\_\_

TOTAL NUMBER OF LOTS: 131

FRONTAGE ON EXISTING ROAD:

COUNTY ROAD: \_\_\_\_\_

STATE ROAD: US HWY ALTERNATE 90

OTHER ROAD: \_\_\_\_\_

IS THERE FLOODPLAIN WITHIN SUBDIVISION BOUNDARY?

YES:     X     NO: \_\_\_\_\_

SCHOOL DISTRICT(S): COLUMBUS ISD

NEW ROADS IN DEVELOPMENT:

PUBLIC ROADS: \_\_\_\_\_

PRIVATE ROADS: PINTAIL LANE, SHOREBIRD LANE AND GADWALL LANE

SOURCE OF WATER: PRIVATE WELL

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

ANTICIPATED WASTEWATER SYSTEM: CONVENTIONAL SEPTIC SYSTEMS

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

~~FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY~~

FISCAL SECURITY TYPE: \_\_\_\_\_

FISCAL SECURITY EXPIRATION DATE (if applicable): \_\_\_\_\_

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

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

**July 25, 2022**

**UTILITY CHECKLIST  
for Colorado County, Texas**

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

UTILITY CHECKLIST INSTRUCTIONS:

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

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022



**San Bernard Electric Co-op**

Your Touchstone Energy<sup>®</sup>  
Cooperative 

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

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

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

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

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

December 1, 2021

Lonestar Land Partners

Dear: Mr. Jim Roberts,

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

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

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

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

Sincerely,

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

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

**July 25, 2022**

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

---

Good morning,

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

PINTAIL LN  
SHOREBIRD LN  
GADWALL LN

Thank you,

Caleb Tello

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

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

Yes sir

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

---

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

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

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

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

July 25, 2022

STATE OF COLORADO  
COUNTY OF COLORADO

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO

STATE OF COLORADO  
COUNTY OF COLORADO

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO

STATE OF COLORADO  
COUNTY OF COLORADO

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NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO

STATE OF COLORADO  
COUNTY OF COLORADO

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Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO

STATE OF COLORADO  
COUNTY OF COLORADO

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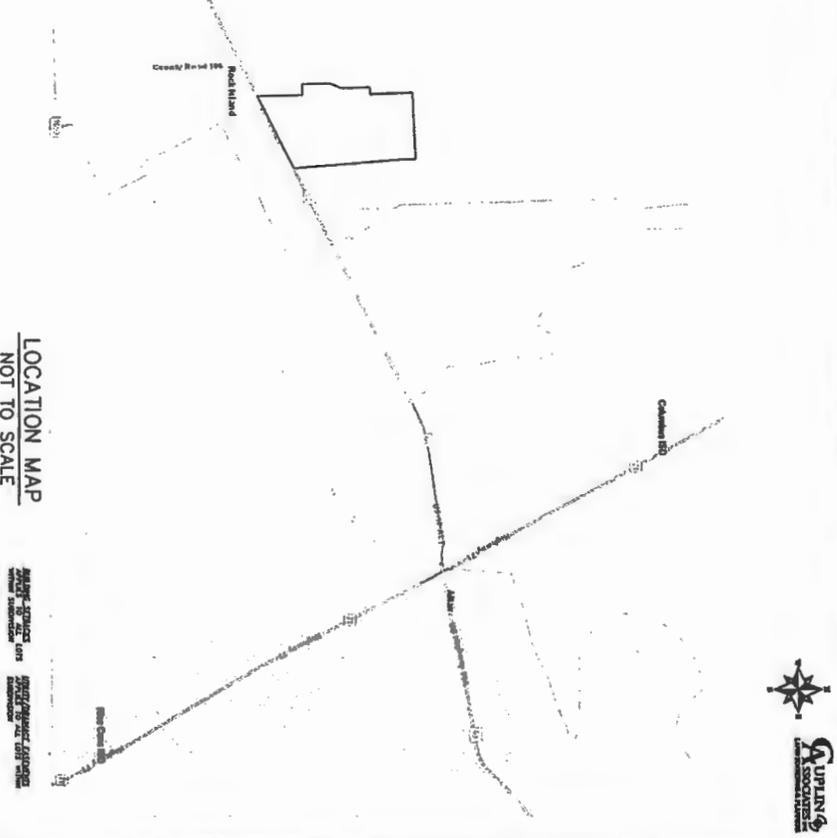
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO

**EXHIBIT**

Reference is made to the minutes of the meeting of the Board of Commissioners of Colorado County, Texas, held on July 25, 2022, at the County Courthouse, Colorado County, Texas, at which time the following resolution was adopted:

1. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
2. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
3. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
4. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
5. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
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13. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
14. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
15. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
16. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
17. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.
18. That the Board of Commissioners of Colorado County, Texas, do hereby approve and grant to the Colorado County Board of Health the right to use the land described in the plat recording of Colorado County, Texas, for the purpose of establishing a health center.



**WILD WING PRESERVE**

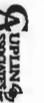
BEING A SUBDIVISION OF 942.98 ACRES OF LAND OUT OF THE W.L. CO. SURVEY NO. 13, ABSTRACT NO. 817, THE J.L. WESTER SURVEY NO. 24, ABSTRACT NO. 740, THE J.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HITCHINS SURVEY, ABSTRACT NO. 348, THE P.M. WATTS SURVEY, ABSTRACT NO. 428, THE P.M. WATTS SURVEY, ABSTRACT NO. 427, THE M. BROWN SURVEY, ABSTRACT NO. 108, AND THE J.M. TRINER SURVEY, ABSTRACT NO. 751, IN COLORADO COUNTY, TEXAS.

SECTION	1	2	3	4	5	6	7	8	9	10	11	12
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TOTAL ACRES												
DATE												
BY												
FOR												
RECORDING FEE												
RECORDING DATE												
RECORDING OFFICE												



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

July 25, 2022



THESE ARE THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF COLORADO COUNTY, TEXAS, HELD AT THE COURTHOUSE, COLORADO COUNTY, TEXAS, ON THE 25th DAY OF JULY, 2022. PRESENT: COMMISSIONERS [List of Commissioners], CLERK [Name], and SHERIFF [Name].

1. APPROVED THE MINUTES OF THE MEETING HELD ON JULY 18, 2022.

2. APPROVED THE RESOLUTION TO ACCEPT THE DEED OF DONATION OF THE WILD WING PRESERVE, BEING A SUBDIVISION OF 342.58 ACRES OF LAND OUT OF THE W.M. CO. SURVEY NO. 13, ABSTRACT NO. 617, THE J.E. HESTER SURVEY NO. 34, ABSTRACT NO. 740, THE L.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HITCHCOCK SURVEY, ABSTRACT NO. 348, THE P.M. LAYTON SURVEY, ABSTRACT NO. 428, THE P.M. LAYTON SURVEY, ABSTRACT NO. 427, THE M. BAYTON SURVEY, ABSTRACT NO. 105, AND THE L.M. THINLEY SURVEY, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS.

3. APPROVED THE RESOLUTION TO ACCEPT THE DEED OF DONATION OF THE WILD WING PRESERVE, BEING A SUBDIVISION OF 342.58 ACRES OF LAND OUT OF THE W.M. CO. SURVEY NO. 13, ABSTRACT NO. 617, THE J.E. HESTER SURVEY NO. 34, ABSTRACT NO. 740, THE L.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HITCHCOCK SURVEY, ABSTRACT NO. 348, THE P.M. LAYTON SURVEY, ABSTRACT NO. 428, THE P.M. LAYTON SURVEY, ABSTRACT NO. 427, THE M. BAYTON SURVEY, ABSTRACT NO. 105, AND THE L.M. THINLEY SURVEY, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS.

4. APPROVED THE RESOLUTION TO ACCEPT THE DEED OF DONATION OF THE WILD WING PRESERVE, BEING A SUBDIVISION OF 342.58 ACRES OF LAND OUT OF THE W.M. CO. SURVEY NO. 13, ABSTRACT NO. 617, THE J.E. HESTER SURVEY NO. 34, ABSTRACT NO. 740, THE L.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HITCHCOCK SURVEY, ABSTRACT NO. 348, THE P.M. LAYTON SURVEY, ABSTRACT NO. 428, THE P.M. LAYTON SURVEY, ABSTRACT NO. 427, THE M. BAYTON SURVEY, ABSTRACT NO. 105, AND THE L.M. THINLEY SURVEY, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS.

## WILD WING PRESERVE

BEING A SUBDIVISION OF 342.58 ACRES OF LAND OUT OF THE W.M. CO. SURVEY NO. 13, ABSTRACT NO. 617, THE J.E. HESTER SURVEY NO. 34, ABSTRACT NO. 740, THE L.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HITCHCOCK SURVEY, ABSTRACT NO. 348, THE P.M. LAYTON SURVEY, ABSTRACT NO. 428, THE P.M. LAYTON SURVEY, ABSTRACT NO. 427, THE M. BAYTON SURVEY, ABSTRACT NO. 105, AND THE L.M. THINLEY SURVEY, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS.

TRACT	ACRES	OWNER	ACRES	OWNER
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**PREPARED BY:** AUPLEN & ASSOCIATES, INC.

**DATE:** JULY 25, 2022

**SCALE:** 1" = 400'

**SHEET:** 28 OF 28

**COMMISSIONER'S COURT REGULAR MEETING**

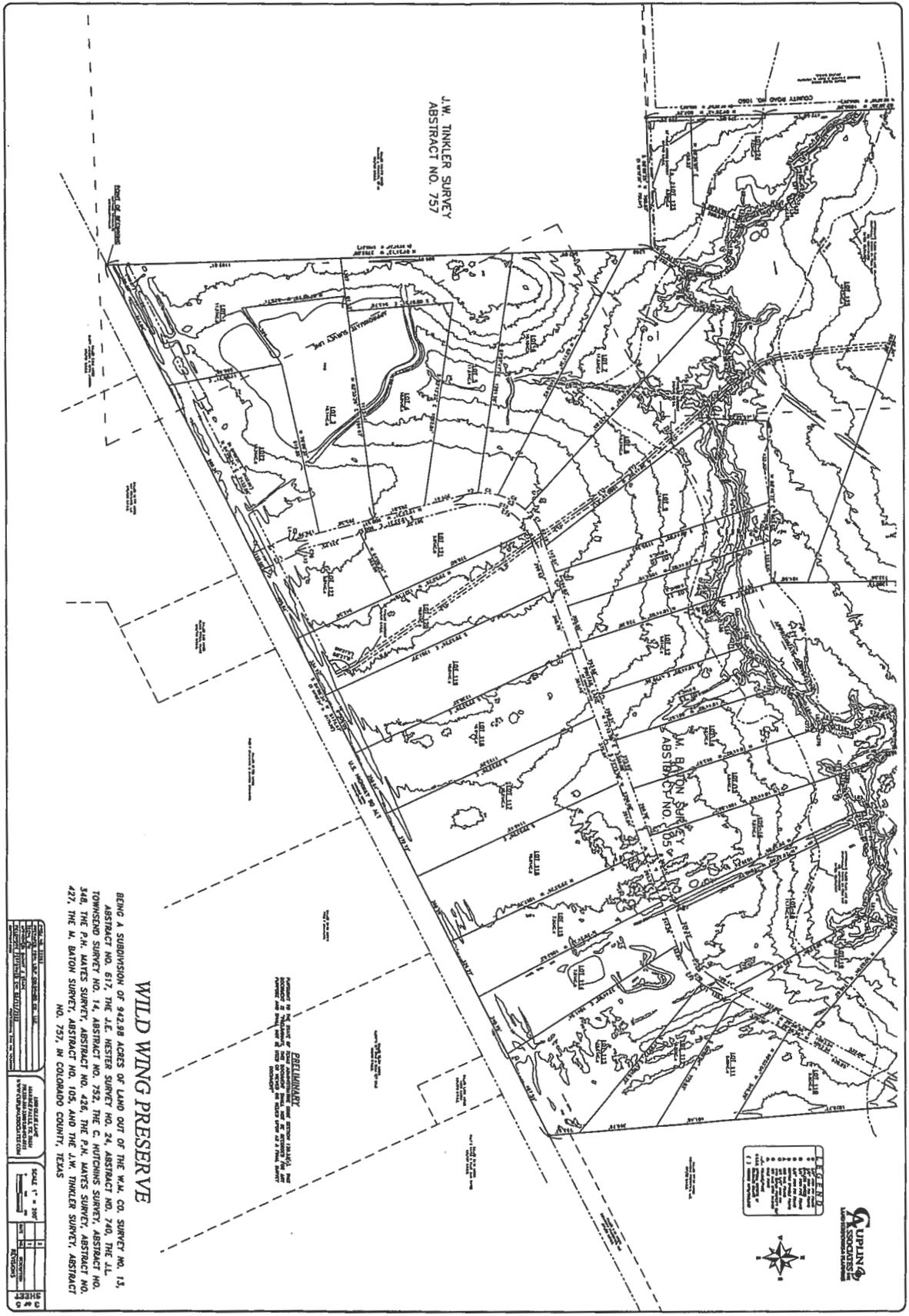
**DATE:** JULY 25, 2022

**LOCATION:** COLORADO COUNTY, TEXAS

**TOPIC:** WILD WING PRESERVE

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022



**WILD WING PRESERVE**

BEING A SUBDIVISION OF 942.98 ACRES OF LAND OUT OF THE W.M. CO. SURVEY NO. 13, ABSTRACT NO. 617, THE J.E. WEAVER SURVEY NO. 24, ABSTRACT NO. 740, THE J.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 732, THE C. HUTCHINS SURVEY, ABSTRACT NO. 348, THE P.H. JAYES SURVEY, ABSTRACT NO. 426, THE P.M. JAYES SURVEY, ABSTRACT NO. 427, THE M. BAIRD SURVEY, ABSTRACT NO. 105, AND THE J.W. TINKLER SURVEY, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS

DATE OF SURVEY	NOVEMBER 10, 2021
BY	DAVID L. BROWN, SURVEYOR
SCALE	1" = 200'
PROJECT NO.	2021-001
SHEET	1 OF 1







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

**July 25, 2022**

- \_\_\_5. Request by AMP Texas Pipelines, LLC to release Superheavy or Oversize Permit Bond No. EACX4018193 and Performance Bond No. EACX4018194 posted for Wilde Road and Stokes Road, Precinct No. 3. (Neuendorff)

**Motion by Commissioner Neuendorff to approve request by AMP Texas Pipelines, LLC to release Superheavy or Oversize Permit Bond No. EACX4018193 and Performance Bond No. EACX4018194 posted for Wilde Road and Stokes Road, Precinct No. 3; seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**From:** Nathan Gomez [mailto:nathan.gomez@definedland.com]  
**Sent:** Wednesday, July 13, 2022 9:40 AM  
**To:** Keith Neuendorff <keith.neuendorff@co.colorado.tx.us>  
**Subject:** AMP - Bond Release

Good Morning Commissioner Neuendorff – I just wanted to let you know that we have finished our project in Colorado county. Please let us know what I need to do to get the bond released from the county. Thank you for all of your help!

Thank you!

Nathan Gomez  
Defined Land  
817-889-3788

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
MARCH 28, 2022**

- 9.** Application submitted by AMP Texas Pipelines, LLC for installation of a natural gas pipeline within the right-of-way of Wilde Road and Stokes Road, Precinct No. 3. (Neuendorff)

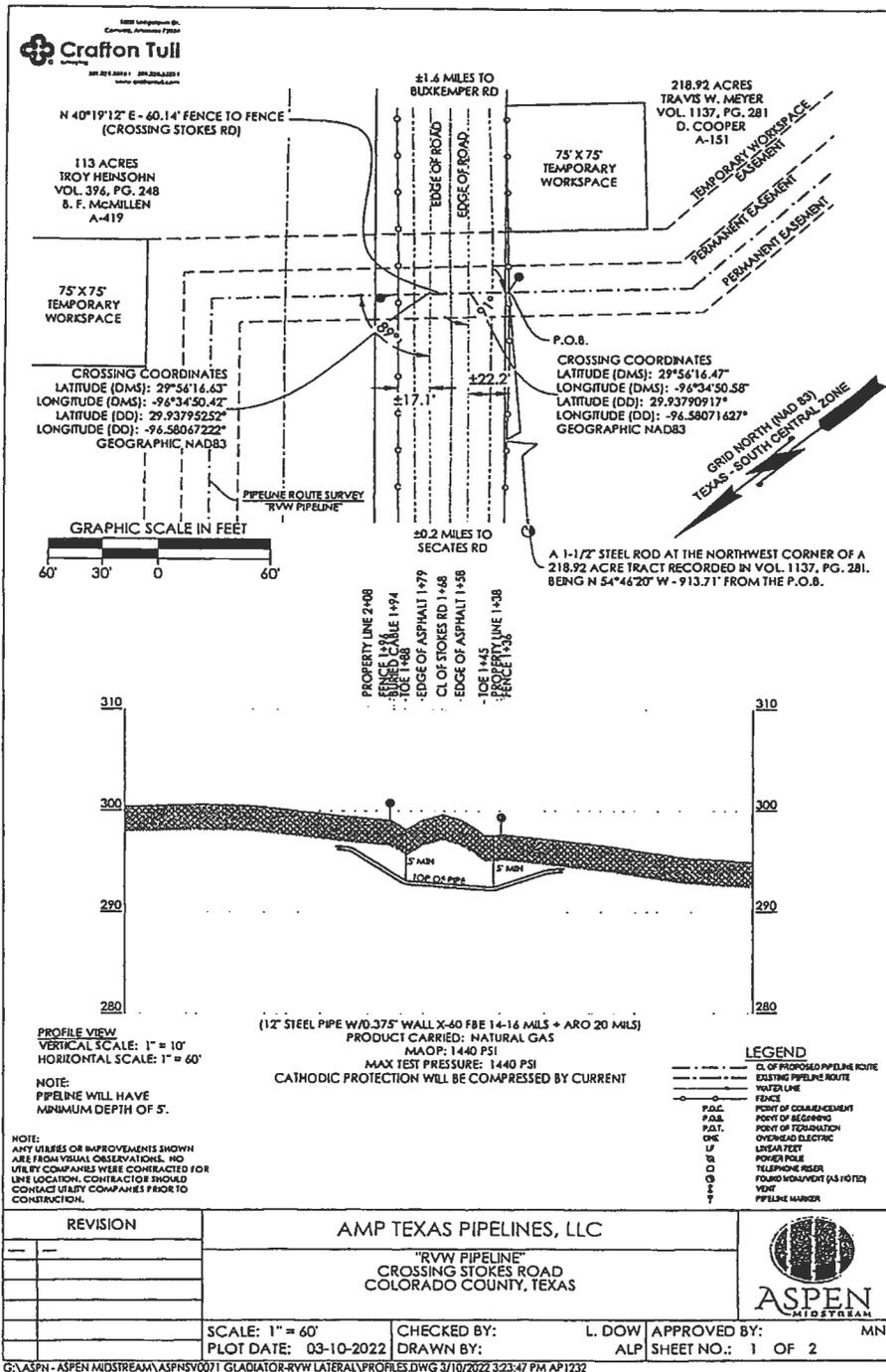
**Present today is Nathan Gomez with AMP Texas Pipelines. Mr. Gomez informed the court of the type of material that would be used. Motion by Commissioner Neuendorff to approve the Application submitted by AMP Texas Pipelines, LLC for installation of a natural gas pipeline within the right-of-way of Wilde Road and Stokes Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was ordered.**

**(See Attachment)**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
MARCH 28, 2022**



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

**July 25, 2022**

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

**MARCH 28, 2022**



GRID NORTH (NAD 83)  
 TEXAS - SOUTH CENTRAL ZONE



<b>REVISION</b>	<b>AMP TEXAS PIPELINES, LLC</b>		 <b>ASPEN</b> <small>MIDSTREAM</small>
	"RVW PIPELINE" CROSSING STOKES ROAD COLORADO COUNTY, TEXAS		
	SCALE: 1" = 5000'	CHECKED BY: L. DOW	APPROVED BY: MN
	PLOT DATE: 03-10-2022	DRAWN BY: ALP	SHEET NO.: 2 OF 2

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
MARCH 28, 2022

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

Application

Applicant Company: AMP Texas Pipelines, LLC  
Contact Person: Nathan Gomez  
Address: 3811 Turtle Creek Blvd. Suite 770, Dallas, Tx 75219  
Phone: 817-889-3788 Fax: \_\_\_\_\_

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

Description of right-of-way work to be performed: AMP Texas Pipelines, LLC plans to  
install a 12" steel pipe line across Stokes Rd (2) . See Profile/Drawings attached.

3-22-2022  
Date

Nathan Gomez  
Signature of Firm Name Representative

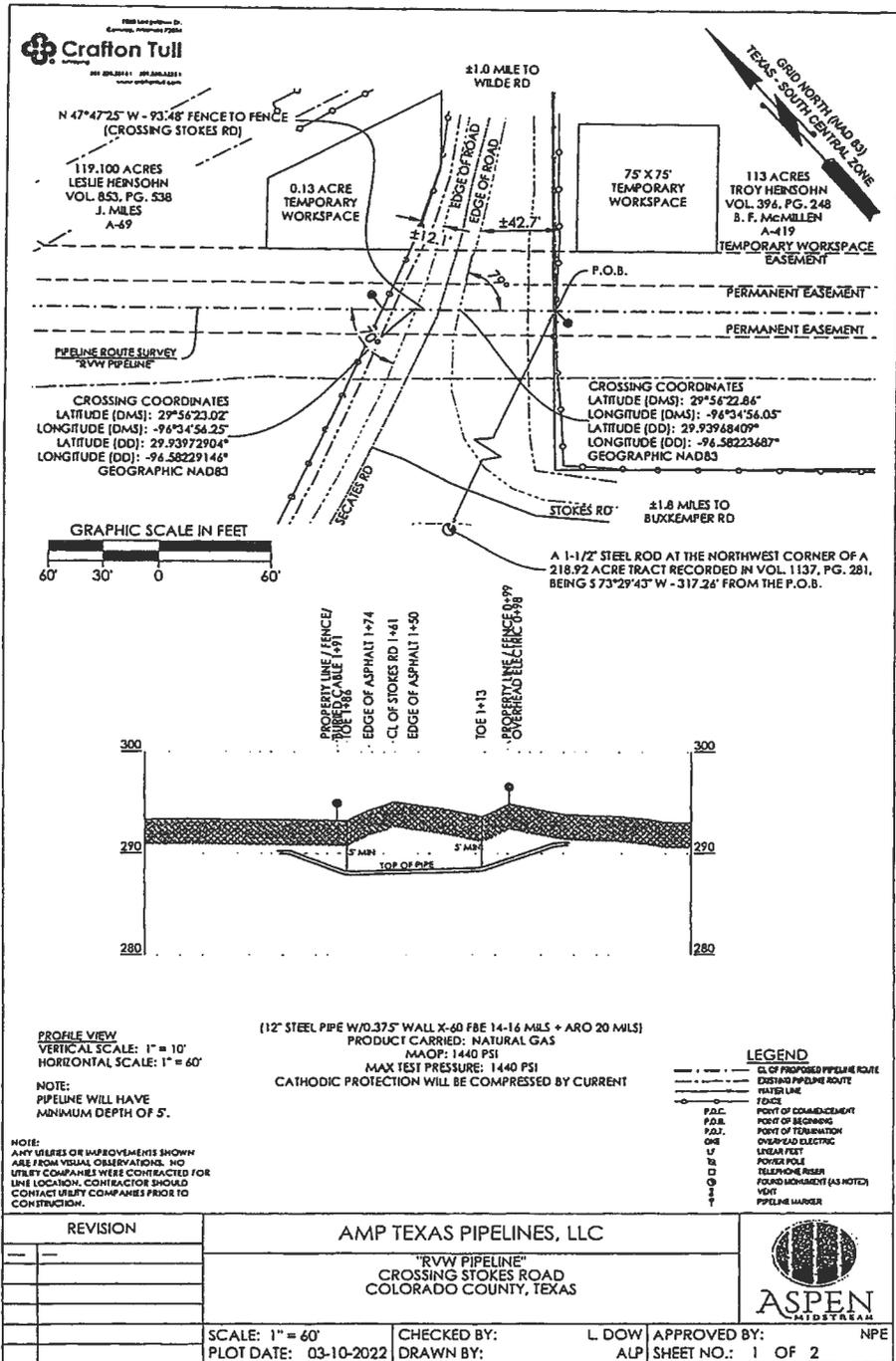
Nathan Gomez  
Printed Name of Firm Name Representative

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

**July 25, 2022**

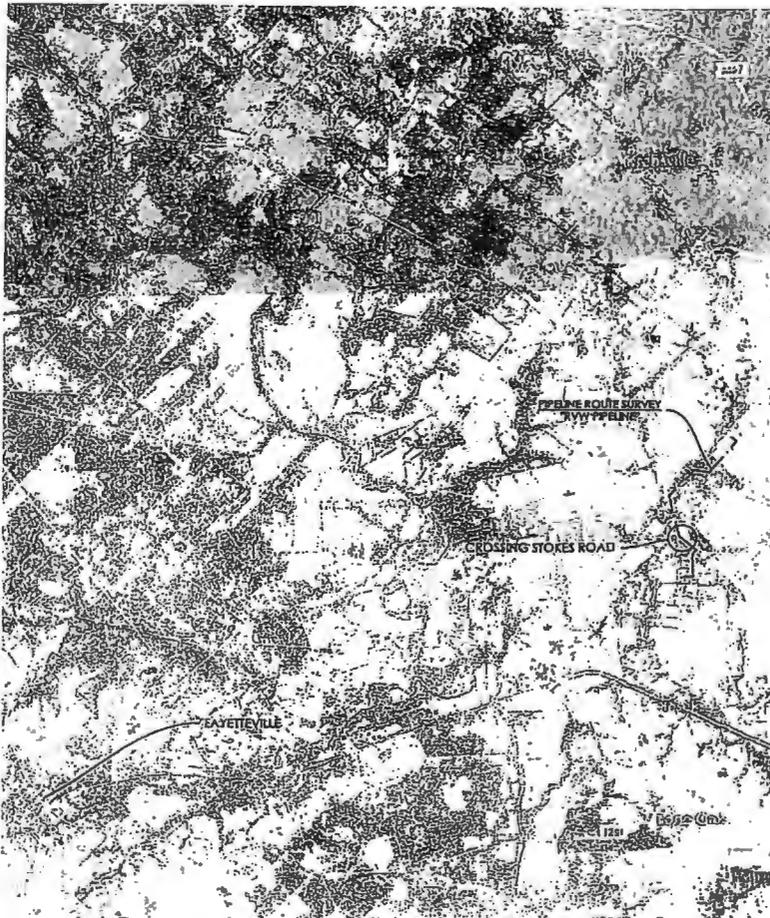
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**MARCH 28, 2022**

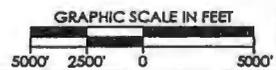


**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

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GRID NORTH (NAD 83)  
TEXAS - SOUTH CENTRAL ZONE



<b>REVISION</b>	<b>AMP TEXAS PIPELINES, LLC</b>		 <b>ASPEN</b> MIDSTREAM
	"RVW PIPELINE" CROSSING STOKES ROAD COLORADO COUNTY, TEXAS		
	SCALE: 1" = 5000'	CHECKED BY: L. DOW	APPROVED BY: NPE
	PLOT DATE: 03-10-2022	DRAWN BY: ALP	SHEET NO.: 2 OF 2

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

Application

Applicant Company: AMP Texas Pipelines, LLC  
Contact Person: Nathan Gomez  
Address: 3811 Turtle Creek Blvd. Suite 770, Dallas, Tx 75219  
Phone: 817-889-3788 Fax: \_\_\_\_\_

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

Description of right-of-way work to be performed: AMP Texas Pipelines, LLC plans to  
install a 12" steel pipe line across Wilde rd. See Profile/Drawings attached.

7-22-2022  
Date

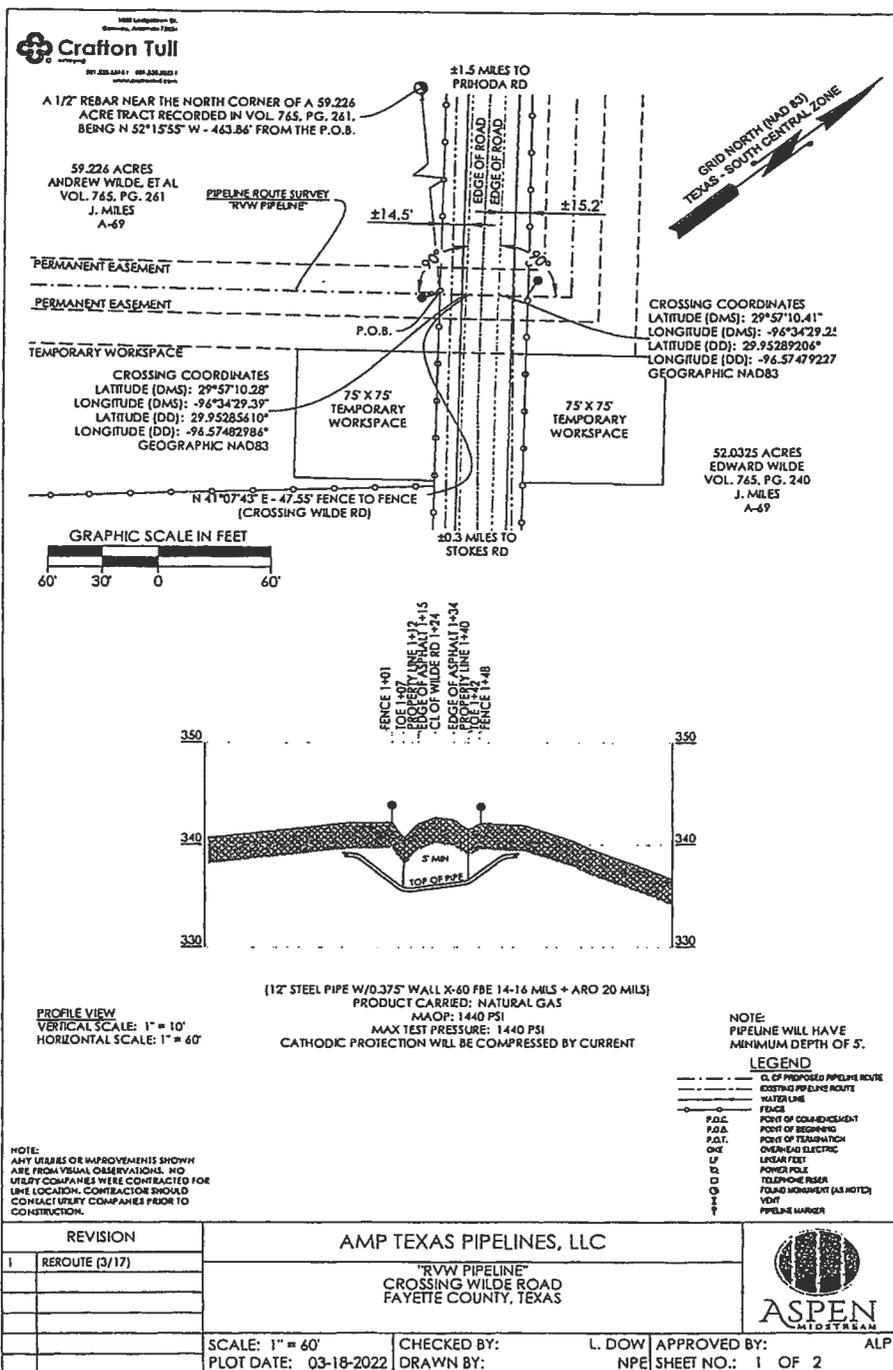
Nathan Gomez  
Signature of Firm Name Representative  
NATHAN GOMEZ  
Printed Name of Firm Name Representative

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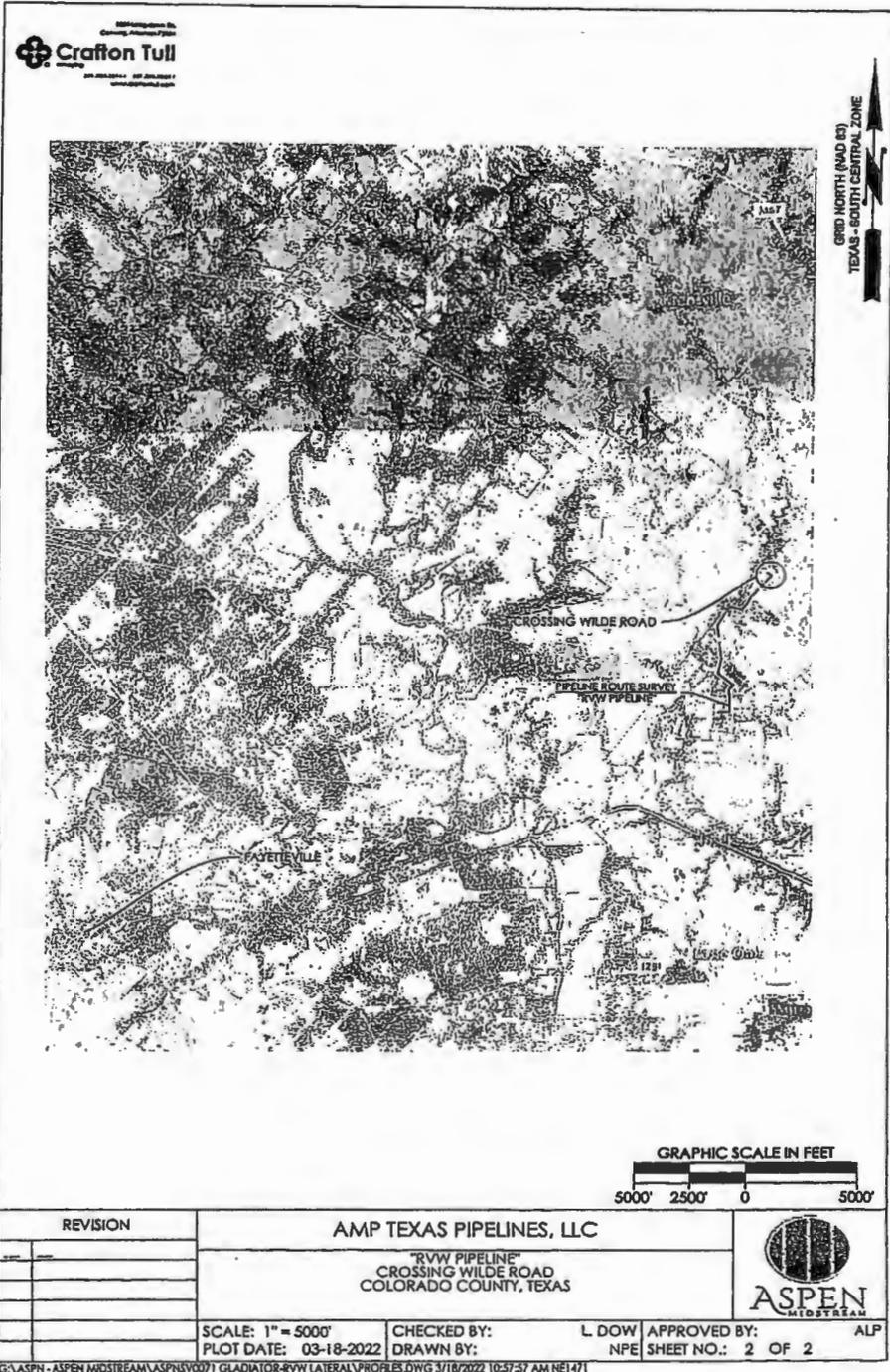


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Agreement

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

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

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

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

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

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

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

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

3-22-2022  
Date

  
Applicant

Approved by Commissioners Court on the 28<sup>th</sup> day of March, 2022.

3-8-22  
Date

  
Colorado County Judge

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Permit

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

Date

3-28-22

Colorado County Judge





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TEXAS STATUTORY PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF Colorado }

BOND NUMBER EACX4018194

KNOW ALL MEN BY THESE PRESENTS:

That AMP Texas Pipelines, LLC (hereinafter called the Principal), as Principal and Endurance Assurance Company, a corporation organized and existing under the laws of the State of Delaware, and whose principal office is located in the City of Dallas, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held and firmly bound unto Colorado County, Texas (hereinafter called the County), in the penal sum of Fifteen Thousand & NO/100 Dollars (\$15,000) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the County, dated the 22nd day of March, 20 22, a copy of which is hereto attached and made a part hereof, for Three miles of roads in Colorado County, including Stokes Rd. and Wilde road.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day of March, 20 22.

AMP Texas Pipelines, LLC

By:

Burt McLean

WITNESS:

Thomas Sivley  
Thomas Sivley

Endurance Assurance Company

By:

Megan Sivley  
Megan Sivley, Attorney-in-Fact

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SOMPO INTERNATIONAL  
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Dan W. Burton, Teresa D. Kelly, Craig Payne, Laura Koelz, Megan Strley, Carlos A. Albalo, Stacy Killbrow, Orlando Aguirre as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repeated:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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 WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 16<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Lexion Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 16<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is the duly authorized officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of March, 2022.

By: *Daniel S. Luffo*  
Daniel S. Luffo, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign entities, front organizations, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <http://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexionClaimsAdministration@sompo-intl.com](mailto:LexionClaimsAdministration@sompo-intl.com)

Telephone: 615-653-9500 Mailing Address: Sompo International, 12890 Lebanon Road, Murfreesboro, TN 37122-2870

**MINUTES OF THE COLORADO COUNTY  
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- \_10. Road Use Agreement between Colorado County and AMP Texas Pipelines, LLC for Wilde Road and Stokes Road, Precinct No. 3. (Neuendorff)

**Present today is Nathan Gomez with AMP Texas Pipelines. Mr. Gomez informed the court of the type of material that would be used; Motion by Commissioner Neuendorff to approve the Road Use Agreement between Colorado County and AMP Texas Pipelines, LLC for Wilde Road and Stokes Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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ROAD USE AGREEMENT BETWEEN  
COLORADO COUNTY AND AMP Texas Pipelines, LLC

On this the 22 day of March, 2022, Colorado County, herein known as "County", address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and AMP Texas Pipelines, LLC herein known as "AMP", address 3811 Turtle Creek Blvd., Suite 770, Dallas, Texas 75219, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, AMP, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, AMP, agrees to repair damage to the following roads: Wilde Road & Stokes Road, in Commissioner Precinct No. 3.
4. The County and AMP agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, AMP, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. AMP, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Authorized Representative for Colorado County:

AMP Texas Pipelines, LLC

Ty Prause, County Judge

[Signature] 3-23-2022  
Signature Date

[Signature] 3-28-22  
Signature Date

Nathan Gomez  
Printed Name

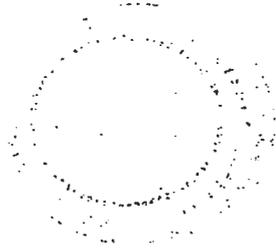
Keith Neuendorff  
Colorado County Commissioner, Prct. No. 3

[Signature] 3/28/2022  
Signature of Commissioner Date

ATTEST:

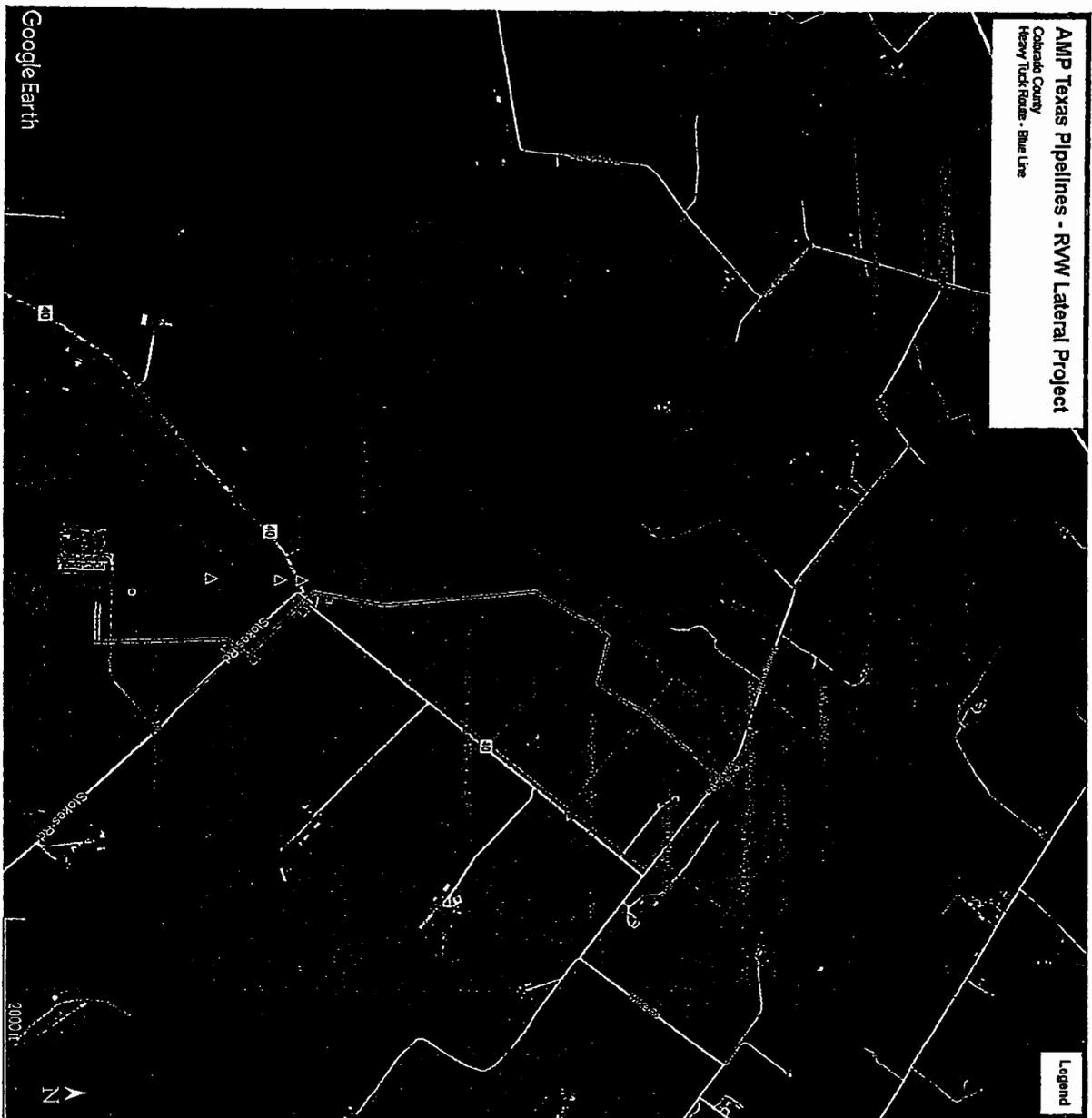
[Signature]  
Kimberly Menke, County Clerk

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



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SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS: Bond No. EACX4018193

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, AMP Texas Pipelines, LLC of 3811 Turtle Creek Blvd. Suite 770, Dallas, Tx 75219 (address), as Principal, and Endurance Assurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000.00) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate under the provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending March 22, 2023, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 22nd day of March, 2022.

AMP Texas Pipelines, LLC

Principal

By Beth McLean CFO  
Title

Endurance Assurance Company

Surety

Countersigned

By \_\_\_\_\_  
Texas Resident Agent

By Megan Sivley  
Megan Sivley, Attorney-in-Fact

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SOMPO INTERNATIONAL  
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Dan W. Burton, Teresa D. Kelly, Craig Payne, Laura Knekk, Megan Sivley, Carlos A. Abelo, Stacy Killebrew, Orlando Aguirre as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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 WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Lexon Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public, My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of March, 2022

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International, 12890 Lebanon Road, Mount Juliet, TN 37122-2870

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

**July 25, 2022**

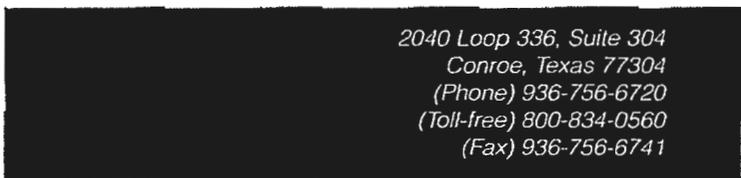
**\_\_6. Proposals/quotes received for accounting software for Colorado County. (Kana)**

**Motion by Judge Prause to review proposals/quotes received for accounting software for Colorado County; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022



2040 Loop 336, Suite 304  
Conroe, Texas 77304  
(Phone) 936-756-6720  
(Toll-free) 800-834-0560  
(Fax) 936-756-6741

March 23, 2022

Mrs. Raymie Kana  
Colorado County Auditor  
Courthouse Annex  
318 Spring Street – Room 104  
Columbus, TX 78934

Re: Cloud-Based Financial Software Proposal

Dear Raymie,

Cliff requested that Financial Intelligence (FI) present you with a written proposal for the cloud-based financial accounting software for your office and the Treasurer. As you may recall, FI bases our costs on the total number of "concurrent users" licensed by a county. Based on your conversation with Cliff, we have proposed for your review a license for 4 concurrent users and document scanning for 3 stations.

			<u>Total</u>
First Concurrent User	\$950.00	1	\$950.00
Additional Concurrent User	\$450.00	3	\$1,350.00
Document Scanning x 3	\$175.00	3	\$525.00
Grand Total Per Month License			\$2,825.00

Our proposal includes training, on-going support, daily backups, software upgrades as developed and data migration of the HCSS summary historical information. We have also included for your review a DRAFT Agreement.

Sincerely,

Robert Baird  
President

Mr. Cliff Kotara

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

**July 25, 2022**

**Additional Departments or Programs**

Upon written request of Licensee, additional Departments or Programs may be added, subject to consent of Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Software Programs, or installation, training, or additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

**Additional Concurrent Users**

Additional Concurrent Users may be added upon request of Licensee with the approval of Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and Company, for an increase in the license fee stated for that Department Program equal to \$450.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

**Confidential  
Software / Programs Functionality1**

Accounts Payable				
Administration Year End				
	1099 Processing			
	1099 Vendor List			
	P.O. Year End			
	End of Year Process			
A/P Chart of Accounts				
Claims Authorization				
Claim Control				
Claim Types				
Invoice Authorization				
Job Cost Codes				
Code File Listing				
Sales Tax Codes				
Scanning				
Scanning Categories				
Setup Control				
Terms Codes				
Vendor Export				
Void AP Checks				
Void AP Claims				
Zip code Management				

Accounts Payable (cont.)				
Check Registers				
	AP Check Register			

1 As of 01/01/22

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

**July 25, 2022**

	Combined Check Register			
	Payroll Check Register			
<b>Inquiry</b>				
	GL Inquiry			
	Chart of Account Inquiry			
	Statement of Operations			
<b>Reports</b>				
	Claim Accrual			
	Claim Invoice Register			
	Claim Reconcile			
	Claim Register			
	Detail Claim Register			
	Payroll Net			
	Sales Tax Reports			
	Transaction Reports			
	Unpaid Claims			
	Unpaid Invoices			
	Vendor History Report			
	Vendor Listing			
	Void Claims Register			
	Warrant Register			
<b>Jury Claims</b>				
<b>Purchase Order Processing</b>				
	Cash Disbursement			
	History Pay Processes			
	Payroll Liabilities			
	Pay Process			
	Purchase Journal			
<b>Reports</b>				
	Claim Authorization			
	Claim / Invoice Entry			
	Jury Claim Entry			
	Vendor Management			

<b>Exports</b>				
<b>Auditor AP Exports</b>				
	AP Checks			
	AP Check Register			
	AP Claims			
	AP Vendors			
<b>Auditor GL Exports</b>				
	GL Audit Log			
	Budget Exports			
	GL Journal Detail			
	Monthly Reconciliation			
	Statement of			

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

**July 25, 2022**

	Operations			
<b>Auditor Payroll Exports</b>				
	Employees			
	Payroll Detail			
	Payroll Checks			
	Payroll Check Register			
<b>Auditor Treasury Exports</b>				
	Commission Report			
	Deposit Listing			
	Journal Report by Type			
	Ledger Reports			
	Prior Year Receipts			
	Recap of Revenue			
	Receipt Listing			
	SOP Reports			
	Balance Report			
	Treasurer Checks			
	Treasurer Check Register			
	Treasurer Transfers			
	Treasurer by Account			
	Treasurer by Fund			
	Treasurer by Receipts			
	Unposted Journal Listing			
<b>Capital Assets</b>				
	Asset Inquiry			
<b>Capital Asset Reports</b>	AP Master List			
	AP Asset Additions			
	AP Asset Adjustments			
	AP Asset Disposal			
	AP Year to Date Assets			

<b>Budget Reports</b>				
	Proposed Budget			
	Comparison Budget			
	Final Budget			
	Expense Budget Summary			
	Revenue Projection Summary			
	Position Budget Forecast			
	Period Financial Report			
	Transaction Report			
<b>Treasurer Reports</b>				
	Appropriations			
	Account Balances			
	Bank Balances			
	Cash by Sub Code			
	Clerk Report			
	Chart of Account Listing			
	Commission Report			

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

**July 25, 2022**

	Deposit Register			
	Distribution Summary			
	Financial Statements			
	Journal By Type			
	Ledger Reports			
	Monthly Distributions			
	Period Financial Report			
	Posted Appropriations			
	Prior Year Receipts			
	Projected Revenue Report			
	Recap of Revenue			
	Receipt by Sub Code			
	Receipt Listing			
	Receipt to Deposit			
	Revenue Report			
	Statement of Operations			
	Treasury Balance Report			
	Trial Balance Report			
	Unposted Journals			
<b>Check Registers</b>				
	Accounts Payable Register			
	Combined Check Register			
	Payroll Check Register			
	Treasurer Check Register			
	Treasury Check Fund Register			

<b>Budget System</b>				
	Budget Processing			
	Expense Management			
	Revenue Management			
	Post Final Budget			
	Period Budget Planning			
	Budget Amendment Entry			
	Posted Amendment Listing			
	Budget Amendment History			
<b>Fiscal Year End</b>				
	Balance Forward			
	PO Encumber Roll Forward			
<b>Capital Asset System</b>				
	Batch Disposal			
	Change Report			
	Asset Additions			
	Depreciation Report			
	Insurance Report			
	Asset Adjustments			
	Asset Disposed			
	Year to Date Assets			
	Year to Date Exports			
	Master Asset Listing			

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

**July 25, 2022**

	Capital Asset Import			
<b>Fiscal Year End</b>				
	Balance Forward			
	PO Encumber Roll Forward			
	Purge Year			
<b>Employee Portal System</b>				
	Employee Inquiry			
<b>On-Line Documentation</b>				
	Auditor / Treasurer Exports			
	Audit Log			
	Budget Transfer Rules			
	Chart Conversion			
	Chart of Account Types			
	Chart Categories			
	Chart Type Set Up			
	Department Management			
	Entity Management			
	Fund Management			
	Journal Entry Types			

<b>HCSS Conversion System</b>				
	COA Consolidation Map			
<b>Payroll System</b>				
	Bank Information			
	Deduction Codes			
	Earning Codes			
	FIT Table Entry			
	Import Manual Checks			
	Job Code Management			
	Leave Balance Reports			
	Manual Check Input			
	Paid Leave Setup			
	Position Type			
	Time Clock Interface			
	Zip Code Files			
	941 Corrections			
	Timesheet Check Inquiry			
	Void Paycheck			
	Print 941's			
	Check register			
	ACA Reports			
	EE04 Export			
	EE04 Reports			
	Process W2's			
<b>H.R. System</b>				
	Assessment Management			

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

**July 25, 2022**

	Benefit Rules			
	E4 Codes			
	Employee Documents			
	Ethnicity Codes			
	Termination Codes			
	Unpaid Leave Setup			
	Workers Comp			
	Active Employee Listing			
	Anniversary Listing			
	Birthday Listing			
	Comp. Time Management			
	Drug Tests			
	Employee Labels			
	Expiring Licenses			
	FICA Reports			
	FIT Reports			
	Gross Pay Reports			
	Inactive Employees			
	Insurance Census			
	Leave Report			
	Net Pay Report			

<b>H.R. System (cont.)</b>				
	New Hire Listing			
	Occupational Statistics			
	Physicals Due Listing			
	Step & Grade Report			
	Earnings Report			
	Deduction Inquiry Report			
	Employee Check Listing			
	Employee Payroll Detail			
	Employee Verification			
	Employee Paid Benefits			
	Hours Worked Report			
	Liability Audit			
	Position Change Report			
	Retirement Report			
	W4's			
	Department Timecard Entry			
	Incentive Generation			
	Time Sheet Adjustments			
	Employee Leave Records			
	Leave Balance Report			
	Leave Summary			
	Leave Accrual			
	Leave Accrual History			
	End of Quarter Reports			
	Verify SSN's			

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

**July 25, 2022**

	TCDRS			
	TWC Export			
	TWC Report			
<b>Purchasing System</b>				
	Issued PO's			
	P.O. Entry			
	P.O. Inquiry			
	P.O. Receiving			
	Requisition Entry			
	Claim Entry			
	Issued PO's By Department			
	Print P.O.'s			

<b>Treasurer System</b>				
	Audit Logs			
	Bank Codes			
	Cash Audit Reports			
	COA Type Management			
	Check Types			
	Commission Reports			
	Distribution Reports			
	Entity management			
	Fund Management			
	Interest Distribution			
	Receipt Management			
	Journal Type Management			
	Receipt Types			
	Revenue Codes			
	Treasurer Voids			
	Void AP Check			
	Void PY Check			
	Deposits			
	Positive Pay Process			
	Reconcile Checks			
	Receipt Entry			

***[END OF EXHIBIT]***

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022



Quoted By: Kirk Cunningham  
Quote Expiration: 10/05/22  
Quote Name: EPF Pro SaaS

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

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 14,786
Fixed Assets	\$ 1,865
Human Resources Management (Includes Position Budgeting)	\$ 13,500
Employee Access Pro	\$ 0
Project Accounting	\$ 3,469
Employee Access Pro Time & Attendance	\$ 4,950
Purchasing	\$ 4,457

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

**July 25, 2022**

<b>ERP Pro 10 Customer Relationship Management Suite</b>		
Cashiering		<b>\$ 1,415</b>
<b>Tyler One</b>		
Content Manager Suite		
Core		<b>\$ 5,661</b>
	<b>TOTAL:</b>	<b>\$ 50,103</b>
	<b>Term # of Years:</b>	<b>3</b>

<b>Tyler Annual Services</b>		
<b>Description</b>		<b>Annual</b>
ERP		
<b>Other Services</b>		
Tyler University		<b>\$ 1,756</b>
	<b>TOTAL:</b>	<b>\$ 1,756</b>

<b>Tyler Fees per Transaction</b>		
<b>Description</b>		<b>Net Unit Price</b>
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
AP Automation		<b>\$ 0.00</b>

Services

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

Description	Hours/Units	Extended Price	Maintenance
<b>ERP Pro 10 Financial Management Suite</b>			
Professional Services	432	\$ 56,160	\$ 0
Accounts Payable Data Conversion	1	\$ 2,000	\$ 0
Accounts Payable History Data Conversion	1	\$ 1,000	\$ 0
Financials Project Management	1	\$ 1,950	\$ 0
General Ledger Data Conversion	1	\$ 1,750	\$ 0
General Ledger History Data Conversion	1	\$ 750	\$ 0
Human Resources Management Employees Records	1	\$ 2,250	\$ 0
Human Resources Management /Payroll History Data Conversion	1	\$ 1,000	\$ 0
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Professional Services	20	\$ 2,600	\$ 0
Project Management	1	\$ 1,250	\$ 0
Content Manager Suite			
Professional Services	40	\$ 5,200	\$ 0
<b>TOTAL:</b>		<b>\$ 75,910</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 50,103
Total Tyler Services	\$ 75,910	\$ 1,756
Summary Total	\$ 75,910	\$ 51,859

Detailed Breakdown of Professional Services (Included in Summary Total)

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

**July 25, 2022**

Description	Hours	Extended Price	Maintenance
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Accounts Payable Data Analysis	4	\$ 520	\$ 0
Accounts Payable History Data Analysis	4	\$ 520	\$ 0
Core Financials	140	\$ 18,200	\$ 0
Employee Access Pro Time & Attendance	32	\$ 4,160	\$ 0
Employee Self Service - Employee Portal	32	\$ 4,160	\$ 0
Fixed Assets	20	\$ 2,600	\$ 0
General Ledger Data Analysis	8	\$ 1,040	\$ 0
General Ledger History Data Analysis	4	\$ 520	\$ 0
Human Resources Management History	4	\$ 520	\$ 0
Human Resources Management	132	\$ 17,160	\$ 0
Human Resources Management Employees Records	4	\$ 520	\$ 0
Project Accounting	16	\$ 2,080	\$ 0
Purchasing	32	\$ 4,160	\$ 0
<i>Sub-Total</i>	<b>432</b>	<b>\$ 56,160</b>	<b>\$ 0</b>
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Cashiering	20	\$ 2,600	\$ 0
<i>Sub-Total</i>	<b>20</b>	<b>\$ 2,600</b>	<b>\$ 0</b>
<b>Tyler One</b>			
<b>Content Manager Suite</b>			
Core	40	\$ 5,200	\$ 0
<i>Sub-Total</i>	<b>40</b>	<b>\$ 5,200</b>	<b>\$ 0</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

TOTAL: 492 \$ 63,960 \$ 0

**Optional Tyler Annual Software – SaaS**

Description	Annual
Time & Attendance powered by ExecuTime	
Time & Attendance	\$ 9,410
Time & Attendance Mobile Access License	\$ 1,503
<b>TOTAL:</b>	<b>\$ 10,913</b>
Term # of Years:	3

**Optional Services**

Description	Hours/Units	Extended Price	Maintenance
Time & Attendance powered by ExecuTime			
Professional Services	96	\$ 12,480	\$ 0
Service total - TOTAL:		\$ 12,480	\$ 0

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**Comments**

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Accounts Payable History conversion includes unlimited historical records

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger conversions include Chart of Accounts - additional fee for historical views.

General Ledger History conversion includes unlimited historical records

Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

Human Resources Management History conversion includes unlimited historical records.

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

**July 25, 2022**



**We have prepared a quote for you**

**Fund Accounting w Payroll & Online, Asset  
Management, 1099,**

Quote # 005713  
Version 1

**Prepared for:**

**Colorado County, Tx**

Raymie Kana  
wrussom@i3verticals.com

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

July 25, 2022

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



**i3**  
An i3 Verticals Company

S&S Application Software	Recurring	Qty	Ext. Recurring
SS01097500101 <b>GFA Financial Application Licensing and Support</b> 0021	\$7,250.00	1	\$7,250.00
SS01097500101 <b>GFA Asset Management Licensing and Support</b> 0013	\$2,250.00	1	\$2,250.00
SS0609750010 <b>GFA 1099 Subsystem Licensing and Support</b> 10003	\$2,000.00	1	\$2,000.00
SS0109750010 <b>GFA Payroll Application Licensing and Support</b> 20005	\$7,250.00	1	\$7,250.00
SS0109750010 <b>GFA Payroll Online Application Licensing and Support</b> 20020 <b>(Optional)</b>	\$1,750.00	1	\$1,750.00
SS34097500101 <b>GFA Financial Hosting GFA Financial Hosting - i3 S&amp;S to</b> 0028 <b>provide leased hardware for the onsite hosting of the</b> <b>financial applications. Backups, Physical security, and</b> <b>insurance to be handled by the client.</b>	\$6,250.00	1	\$6,250.00
SS4109750000 <b>Acronis Cloud and Local backup solution *Optional*</b> 00001	\$1,200.00	1	\$1,200.00
<p>A comprehensive online backup and recovery package that includes 500 GB of Cloud storage, with the ability to purchase additional storage at \$.06/GB/month. Any overages from this original estimate will be invoiced to your office at the end of a one year term from the date of proposal execution. To effectively utilize Acronis cloud storage capability Clients ISP must have at least 5mb upstream capability for the average size office, larger offices with more data may require 10Mb or more upstream. Speedtests can be performed from the server to discern a clients up and down speed rates. S&amp;S can assist the client in dealing with their ISP towards upgrading their service. Note: the backup of data is vital to any organization and thus the ultimate responsibility falls on the client to ensure and maintain good backups. Client is solely responsible for the selection of the data to be backed up. S&amp;S disclaims any and all responsibility and liability with respect to the type of, and sufficiency of, the data selected for backup and the timeliness of backups. S&amp;S can assist, if requested, with this endeavor by providing a dashboard to view backups, offering suggestions, etc. S&amp;S will provide setup for one (1) server but will assist with other machines as needed for an additional cost to be charged at the current standard rates as follows: Acronis Cloud Storage Backup Annual Subscription-additional Server-(Per Device) @ \$396.00 Acronis Cloud Storage Backup Annual Subscription-VM (Virtual Machine)-(Per Device) @ \$120.00 Acronis Cloud Storage Backup Annual Subscription- Workstation-Per Device) @ \$60.00 Both S&amp;S and the client will receive notifications of backup failures on a nightly basis and S&amp;S can assist to resolve the backup process to function properly, but again the ultimate responsibility for backups lies with the client. S&amp;S can provide assistance with the recovery of files, etc., at an additional cost to be charged at the current standard hourly rate. S&amp;S is an authorized reseller of Acronis International GmbH and Ingram Micro (Service Provider) products and services including Acronis Backup Cloud, Acronis SPLA, and Acronis Disaster Recovery. By signing this proposal and related contract for services Client acknowledges receipt of, and agreement to, Service Provider's Terms of Use and legal disclaimers found here: <a href="https://www.acronis.com/en-us/legal.html">https://www.acronis.com/en-us/legal.html</a>.</p>			
Annual Subtotal:			\$27,950.00

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

July 25, 2022

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



i3

An i3 Verticals Company

**Services**

Service Description	Price	Quantity
GFA Financial Consultation (OnSite)	\$1,900.00	1
GFA Payroll Consultation (OnSite)	\$1,900.00	1
GFA Financial Personnel Travel & Expenses	\$2,250.00	1
GFA Financial Setup and Configuration	\$1,850.00	1
GFA Financial Data Conversion	\$4,400.00	1
GFA Financial Training	\$3,200.00	1
GFA Asset Management Data Conversion	\$1,200.00	1
GFA Asset Management Training	\$600.00	1
GFA 1099 Subsystem Training	\$600.00	1
GFA Payroll Personnel Travel & Expenses	\$1,200.00	1
GFA Payroll Setup and Configuration	\$1,200.00	1
GFA Payroll Data Conversion	\$4,400.00	1
GFA Payroll Training	\$3,800.00	1
GFA Payroll Online Setup and Configuration *Optional*	\$700.00	1
GFA Payroll Online Training *Optional*	\$700.00	1
Acronis Remote Configuration *optional*	\$300.00	1
Acronis Local backup device (4TB - Rack mount) *Optional*	\$900.00	1
<b>Subtotal:</b>		<b>\$31,100.00</b>

3rd Party Software	Price	Qty	Ext. Price
SS0509750000 LeadToolsOCR Enabled Document Imaging Suite 00008	\$350.00	3	\$1,050.00
<b>Subtotal:</b>			<b>\$1,050.00</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



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An i3 Verticals Company™

## Terms & Conditions

### Payment and Support Fees:

Set-up Services Fee – Billed one time, upon setup completion. Payment is due within 30 days.

Application licensing and Annual Support Fee - Shall continue in full force and effect for a period of three (3) years (the "Initial Term") Billed annually and prorated during the first year. Upon the expiration of the Initial Term or any subsequent Renewal Term, this Agreement will renew for additional one-year periods (each a "Renewal Term"), and, together with the Initial Term, collectively the "Term".

Support Fees do not include support of third party software licensed by Client such as Microsoft® Excel, Word, etc.

Client will install and operate the same S&S Software release in all locations.

### Antivirus:

The Client is responsible for Microsoft® Windows updates and patches, and maintaining AntiVirus Software on all laptops, desktops, and servers. The Client is responsible for updating all PCs with the routine Virus Definition Updates which the vendor distributes. This makes it possible for the AntiVirus application to detect newly identified viruses. The Client is encouraged to read through the documentation and set up the routine receipt of these updates.

### Existing Server/Workstations:

S&S applications run on a Windows Server® 2012R2 server or later and Windows Server® 2016 or later. S&S recommends using Windows® 10 Professional workstations and does not guarantee full functionality on any previous versions of Windows®.

All Web products require a Web Server or the ability to publish web pages from the existing server using IIS (Internet Information Services) and high speed internet access.

### Unsupported PC Operating Systems include:

Windows® 10 Home, Windows® 8 Home, Windows® 7 Home, Windows® XP Home, Windows® Media Center, Windows® Vista Home, Windows® Home Basic.

### Backups:

It is the sole responsibility of the Client to run, verify, and maintain system backups.

### Existing Printers:

S&S applications require printers which support Windows drivers. Manufacturers, models and printer drivers all affect printed output. S&S does not guarantee the actual print results, but will make every reasonable effort to ensure satisfactory printing. Any changes required to the software to customize it for a particular printer will be considered billable work.

### Equipment Setup:

Labor for set up via the telephone or on site will be billable whether the client purchases equipment from Software & Services or another supplier.

### Cabling and Electrical:

The Client will provide suitable electrical service and be responsible for any required cabling. Any work performed by S&S personnel outside the scope of this proposal will be billed at our prevailing rates.

**MINUTES OF THE COLORADO COUNTY  
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July 25, 2022**

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



**i3**

An i3 Verticals Company

## Terms & Conditions

### **Conversion:**

The current System Server may be disconnected, when all historical data is converted or the Client determines it is no longer needed. Conversion will be balanced according to the best available data from the current Client's system. This estimate is based on general experience with common data.

### **Training:**

Training will be performed on-site and we can install a training system on your network for all to work with. We will have staff on-site for startup of operations. Prerequisite for training is knowledge of point and click capabilities of Windows Operating System. Reasonable expenses will be billed at cost with detail.

### **Miscellaneous:**

This proposal does not include Network Intrusion Detection Software, which is normally provided by the Client's ISP. It also does not include Network Administration.

All Web products require a Web Server or the ability to publish web pages from the existing server using IIS (Internet Information Services) and highspeed internet access.

### **Unsupported PC Operating Systems include:**

Windows® 10 Home, Windows® 8 Home, Windows® 7 Home, Windows® XP Home, Windows® Media Center, Windows® Vista Home, Windows® Home Basic.

### **Integration Services and Products**

Integration services and products provided with this agreement do not include any necessary costs (if any), products, or services required relative to the computer system with which S&S is integrating (for example, the DA's system).

### **Web and Credit Card Payment Modules**

As a way to reduce costs to the Client, i3 - Software & Services provides exclusive web and credit card payment functionality with associated schedule of convenience fees charged directly to the payee using the processing convenience.

Any work performed by i3 - S&S personnel outside the scope of this proposal will be billed at our prevailing hourly rate.

### **Support**

S&S is only responsible for support services and related software updates on proprietary S&S software applications. S&S is not responsible in any respect for services and support of any third-party applications, hardware, Client's network management or security or any other related obligation not expressly identified in a written contract between S&S and Client. Any and all remote network access tools and processes used by S&S to provide services to the Client must be supplied by or approved by Client and S&S will have no liability related to the security or performance of such tools and processes.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



i3

An i3 Verticals Company

## Terms & Conditions

### Recurring License Fee

No additional software maintenance or support fees until your existing i3 - NetData maintenance agreement annual renewal date

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

1120 S. Pointe Parkway  
Shreveport, LA 71105  
<https://www.softwareservices.net/>  
800-467-4477



**i3**

An i3 Verticals Company™

**Fund Accounting w Payroll & Online, Asset Management, 1099,**



**Prepared by:**  
**i3 - Software & Services**  
Todd Nichols  
800-467-4477 x0120  
todd.nichols@softwareservices.net

**Prepared for:**  
**Colorado County, Tx**  
400 Spring Street  
Columbus, TX 78934  
Raymie Kana  
(979) 732-2791  
wrussom@i3verticals.com

**Quote Information:**  
**Quote #: 005713**  
Version: 1  
Delivery Date: 04/20/2022  
Expiration Date: 06/19/2022

Quote Summary	Amount
<b>Services</b>	<b>\$31,100.00</b>
<b>3rd Party Software</b>	<b>\$1,050.00</b>
<b>Total:</b>	<b>\$32,150.00</b>

Annual Expenses Summary	Amount
<b>S&amp;S Application Software</b>	<b>\$27,950.00</b>
<b>Annual Total:</b>	<b>\$27,950.00</b>

Payment Options	Payments	Interval	Amount
<b>Payment Options</b>			
<b>1 Year Annual</b>	<b>1</b>	<b>Annual</b>	<b>\$27,950.00</b>

Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**i3 - Software & Services**

**Colorado County, Tx**

Signature: \_\_\_\_\_  
Name: Scott Carrington  
Title: \_\_\_\_\_  
Date: 04/20/2022

Signature: \_\_\_\_\_  
Name: Raymie Kana  
Date: \_\_\_\_\_

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

**July 25, 2022**

- \_\_\_7. Request for proposals for Audit of the financial statements of Colorado County, Texas for the fiscal years ending December 31, 2022, 2023, and 2024. (Kana)

**Raymie Kana stated all bids will be due by August 31, 2022 at 2 P.M.**

**Motion by Judge Prause to make a request for proposals for Audit of the financial statements of Colorado County, Texas for the fiscal years ending December 31, 2022, 2023, and 2024; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

**July 25, 2022**

**REQUEST FOR PROPOSALS**

Sealed proposals, plainly marked, addressed to the Colorado County Auditor, will be received at the office of the County Auditor at 318 Spring Street, Suite 104, Columbus, Texas until 2:00 p.m., Wednesday, August 31, 2022 and then publicly opened and acknowledged in the Colorado County Annex at Columbus, Texas for the following: Audit of the financial statements of Colorado County, Texas for the fiscal year ending December 31, 2022. Specifications to be obtained from the County Auditor's Office, (979/732-2791) or the County's website at [www.co.colorado.tx.us](http://www.co.colorado.tx.us)). Selection of a firm may be completed at the September 12, 2022 Commissioners' Court Meeting at the regular meeting place of said Court in the County Courtroom at Columbus, Texas.

The Commissioners' Court reserves the right to waive all technicalities and the right to reject any and all proposals.

By Order of the Commissioners' Court dated July 25, 2022.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022



**REQUEST FOR PROPOSAL**  
**FOR**  
**AUDITING SERVICES**

**RESPONSES DUE: August 31, 2022 by 2 pm**

County Contact Information:

Raymie Kana, County Auditor  
Colorado County, Texas  
[Raymie.kana@co.colorado.tx.us](mailto:Raymie.kana@co.colorado.tx.us)  
318 Spring Street, Suite 104  
Columbus, Texas 78934

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

**July 25, 2022**

**REQUEST FOR PROPOSAL**

**Date Due: August 31, 2022** no later than 2:00 P.M. Proposals received later than this date and time will not be considered. Proposals will be received and publicly acknowledged by the Colorado County Auditor's office at the Colorado County Annex at 2:05 P.M. in the small conference room. (Suite 111)

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit **one original and two (2) copies** of your proposal with all appropriate supplements and or samples, either in hard copy or electronically.

Be sure that return envelope **IS MARKED "SEALED PROPOSAL- FINANCIAL AUDIT SERVICES."**

**RETURN PROPOSAL TO:  
Colorado County Auditor  
318 Spring St., Suite 104  
Columbus, Texas 78934**

Proposals submitted electronically should be sent to [raymie.kana@co.colorado.tx.us](mailto:raymie.kana@co.colorado.tx.us).

Please have the subject line read "Financial Audit Services".

For additional information, contact Raymie Kana at (979) 732-2791

**You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N) \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ E-mail \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**Disclosure Requirements**

Chapter 176 of the Texas Local Government code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Colorado County, including affiliations and business and financial relationships such persons may have with Colorado County officers. An explanation of the requirements of Chapter 176 is located at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. A list of County officials is located at [www.co.colorado.tx.us](http://www.co.colorado.tx.us). The disclosure form is included in this packet. Please complete with your response.

By doing business or seeking to do business with Colorado County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**TABLE OF CONTENTS**

**A. GENERAL INFORMATION**

Colorado County's intent of this Request for Proposal is to obtain proposals from qualified firms of certified public accountants, with extensive experience in the Auditing Services for government agencies, to audit its financial statements as detailed in this request for proposal for the following fiscal years:

Fiscal Year Ending December 31, 2022  
Fiscal Year Ending December 31, 2023  
Fiscal Year Ending December 31, 2024

The sealed proposal shall be submitted to:

Raymie Kana  
Colorado County Auditor  
318 Spring St., Suite 104  
Columbus, Texas 78934

Electronically submitted proposals shall be submitted to:

[Rayme.kana@co.colorado.tx.us](mailto:Rayme.kana@co.colorado.tx.us)

There is no expressed or implied obligation for Colorado County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposals submitted will be evaluated by the Auditor's office, which will make a recommendation to the Commissioners' Court for its consideration and subsequent selection.

During the evaluation process, the Auditor's office and the Commissioners' Court, reserve the right, where it may serve the County's best interest, to request additional information or clarifications from offeror, or to allow corrections of errors or omissions. The award of the contract shall be made to the responsible offeror resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with the Texas Local Government Code, Chapter 262.

Colorado County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates a minimum acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

A proposal may not be withdrawn or canceled by the offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal. Any proposal alteration, interlineations, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

Proposals will be received and publicly acknowledged at the location, date, and time stated on the cover page. Offeror, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process. (Reference 262.030 ). However, all proposals shall be open for public inspection after the contract is awarded, except for confidential information contained in the proposal so identified by offeror as such.

It is anticipated the selection of a firm will be completed by September 12, 2022.

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

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**B. TERM OF ENGAGEMENT**

The contract will be subject to the annual review and recommendation of the Auditor's office and the Commissioners Court, the satisfactory negotiation of terms (including a price acceptance to both Colorado County and the selected firm), and the annual availability of budgeted appropriations.

**C. EVALUATION CRITERIA AND FACTORS**

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into factors as follows:

**Offeror's total proposed price**

1. Total costs of proposal
2. Cost proposal's compliance with minimum specifications
3. Cost proposal's compatibility with owner stated purpose

**Offeror's Qualifications/Experience**

1. Demonstrated prior experience in providing similar services
2. Capability to provide responsive service
3. Offeror's ability to perform

**The proposed services meeting Colorado County's needs and requirements**

1. Adherence to requirement of RFP
2. Offeror's responsibility clearly defined
3. Colorado County's participation and responsibility clearly defined
4. Demonstrated ability to fully meet the needs of Colorado County

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**SPECIFICATIONS AND REQUIREMENTS OF SERVICES TO BE RENDERED  
INDEPENDENT AUDIT SERVICES**

**A. GENERAL**

These audits are to be performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants, the AICPA Industry Audit Guide, Audits of State and Local Governments, the standards set forth for financial audits in the Government Auditing Standards, issued by the Comptroller General of the United States of America, the requirements of the State and Federal Single Audit Act as set forth in OMB Circular A -133, and the provisions of the General Accounting Standards Board Statement number 34, as well as the following additional requirements.

**B. REPORT PREPARATION**

The writing and preparation of the comprehensive annual financial report shall be the responsibility of the independent auditor. The independent auditor shall be required to transfer Colorado County's financial information from Cash Basis Accounting to GASB compliant. The independent auditor shall provide ten (10) copies of the written report along with an electronic copy. The independent auditor will be required to present the audit report to the Commissioner's Court during a regular meeting.

**C. RETENTION AND AVAILABILITY OF WORKING PAPERS**

The auditing firm must retain the audit working papers for a period of not less than five years after the date of the auditor's opinion or until notified that all cognizant agency reviews have been accomplished. The County reserves the right to request copies of selected work papers and schedules as legitimate needs arise for no additional fees other than actual reproduction costs.

**D. EXPERIENCE AND LOCAL PRESENCE**

The proposing firms are to possess substantial experience in governmental auditing and accounting and must have access to the resources necessary to address technical issues that may arise during the course of the engagement.

The firms are also expected to have and maintain a local presence capable of staffing the engagement. Working papers, ledgers, reports, etc. cannot be removed to the offeror's office. Therefore, offeror must assign sufficient staff to conduct the audit in Colorado County offices. Offeror must also provide or assign staff to answer questions and work with Colorado County throughout the year.

**E. KEY PERSONNEL**

Prior to beginning the work, the proposing firms will designate the personnel and commit to using those individuals to perform the County's audit. Audit partner, manager, and site supervisor shall be specifically identified.

**F. STAFFING PATTERNS AND ASSIGNMENTS**

The overriding consideration in making staff assignments to the County's audit should be to assign those individuals whose skills best fit the audit requirements. However, in making assignments, the offeror should utilize the same standards of quality in terms of skill and expertise afforded to its other governmental and commercial clients.

**G. INSURANCE**

Proposing firm shall provide proof of Errors and Omissions Liability Insurance of at least \$1,000,000 aggregate per year with proposal.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**BACKGROUND INFORMATION  
INDEPENDENT AUDIT SERVICES**

**A. CONTACT PERSON**

The external auditor's principal contact with Colorado County will be:

Raymie Kana  
County Auditor  
318 Spring St., Suite104  
Columbus, Texas 78934  
(979) 732-2791

[Raymie.kana@co.colorado.tx.us](mailto:Raymie.kana@co.colorado.tx.us)

**B. ASSISTANCE TO BE PROVIDED TO THE INDEPENDENT AUDITOR**

Interested offerors who wish to obtain prior years audit reports, or needing additional information about the RFP, or the operations of the County may contact:

Raymie Kana  
County Auditor  
(979) 732-2791

[Raymie.kana@co.colorado.tx.us](mailto:Raymie.kana@co.colorado.tx.us)

The County Auditor's staff will provide computer-generated ledgers, trial balances and any other audit schedules, which can be generated through the current software applications. Due to time constraints and a limited staff, discretion to provide or assist in the preparation of audit work papers and schedules rests solely with the County Auditor.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**AUDIT SCHEDULE  
INDEPENDENT AUDIT SERVICES**

**A. Comprehensive Annual Financial Report**

The offeror will provide a schedule outlining date offeror is available to begin audit (including any interim fieldwork to be completed before the fiscal year end), date fieldwork shall be completed, date draft reports shall be submitted and date final report will be delivered for the 2022 audit. A similar outline for subsequent audit years shall be submitted and will be subject to the County Auditor's approval.

**SUBMITTAL**

For proper comparison and evaluation, Colorado County requests that proposals be organized in the manner stated below.

**Title Page**

Show the RFP subject, the name of the offeror's firm, address, telephone number, name of the contact person, and the date.

**Table of Contents**

Include a clear identification of the material by section and by page number.

**Letter of Transmittal**

Limit to one or two pages.

A statement that the offeror will perform the work stated in these specifications and that the services provided will conform in all aspects to the requirement stated within this RFP.

State that the person signing the letter will be authorized to bind the offer.

**Scope and Audit Approach**

Describe the scope of the required services to be provided in terms of the matter discussed in the preceding sections. The offeror's specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.

**Summary of Offeror's Qualifications**

Briefly describe the firm, location, and range of activities engaged in the practice of public accountancy.

Confirm that offerors are certified public accountants presently engaged in the practice of public accountancy.

Affirm that offerors are independent.

Identify the Partner and Manager who will work on the audit. Include a resume for each supervisory person to be assigned to the audit.

Include information, which attests to the offeror's auditing experience, particularly in auditing counties in Texas. Specifically, include a reference list of local government audit clients and any GFOA certificates of achievement for excellence in financial reporting awarded.

A statement outlining the audit schedule and a proposed time frame.

Affirm that the offeror has completed external quality review with unqualified opinion.

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

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**Examination Approach and Compensation**

Summarize the work plan to accomplish the scope defined in these guidelines and the maximum fee for which the requested work will be done. Include detail of price including the number of staff and staff hours that will be committed to the audit. Costs should be stated for the following:

1. Professional services to perform the audit.
2. Single Audit procedures and reporting as required.
3. Preparation of the Comprehensive Annual Financial Report.
4. Review and response of GFOA certification comments.
5. Services to reconcile and adjust fund balances for proper reporting.

**References**

Offeror shall submit with this proposal a list of at least five (5) references where like services have been performed by their firm, as required on the attached Reference Form. Include name of firm, address, telephone number and name of representative. List at least three current clients and two previous clients.

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COMMISSIONER'S COURT REGULAR MEETING**

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**ADDITIONAL INFORMATION  
INDEPENDENT AUDIT SERVICES**

Colorado County's budget for 2022 was \$ 21,146,000. We maintain a General Fund, 20 Special Revenue Funds, 1 Debt Service Fund and 10 Custodial Funds. More detailed information on the government and its finances can be found within the last ACFR located on the County's website at [www.co.colorado.tx.us](http://www.co.colorado.tx.us).

Colorado County has approximately 26 departments headed by elected and appointed officials.

The County is structured so that cash collections are decentralized. The Colorado County Treasurer maintains 4 bank accounts, the Tax Assessor/Collector maintains 4 bank accounts, the Sheriff's Office maintains 4 bank accounts, and the Justice of the Peace maintains 2 bank accounts while the County and District Clerks maintain 4 bank accounts plus numerous Trust Fund accounts. The County Attorney maintains 4 bank accounts.

A single audit of grants must be performed in conjunction with the financial audit if the audit firm determines that the County meets the requirements.

Employees participate in the Texas County and District Retirement System. The Commissioners' Court establishes the level of participation annually. Participation in the plan is required. Actuarial services for the plan are provided by the Texas County and District Retirement System and are usually available in July of each year.

Permanent full-time employees who retire drawing a monthly county pension from TCDRS are eligible to participate in the TAC HEBP health care plan at the expense of the retiree. A third party actuary does the analysis of Post-employment benefits (OPEB) every two years.

The Colorado County Auditor manages Colorado County's payroll with approximately 190 employees on a semi-monthly basis.

The County had outstanding debt of \$4,480,000 as of December 31, 2021.

The County's Certified Investment Officer handles all investments of idle funds.

Computer systems operate on onsite servers. Colorado County's financial software package is through Hill Country.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

**VENDOR REFERENCES  
INDEPENDENT AUDIT SERVICES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of the work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
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**REFERENCE FOUR**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE FIVE**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**MINUTES OF THE COLORADO COUNTY  
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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**CONFLICT OF INTEREST QUESTIONNAIRE  
For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**MINUTES OF THE COLORADO COUNTY  
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<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																			
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																					
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>																					
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>																		
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr><td> </td><td> </td></tr> </table>	Controlling	Intermediary																
Controlling	Intermediary																				
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																					
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																					
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																					

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

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**RESIDENCE CERTIFICATION**

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

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

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

I certify that \_\_\_\_\_ is a Resident Bidder of  
(Company Name)

Texas as defined in Government Code 2252.001

I certify that \_\_\_\_\_ is a Nonresident Bidder of  
(Company Name)

Texas as defined in Government Code 2252.001 and our principal place of business is located in \_\_\_\_\_  
(City and State)

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name of Authorized Company Official

**MINUTES OF THE COLORADO COUNTY  
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- \_\_8. Monitoring Agreements with Wilson Fire Equipment & Service Company, Inc. for the Courthouse and Courthouse Annex. (Kana)

**Motion by Commissioner Wessels to approve Monitoring Agreements with Wilson Fire Equipment & Service Company, Inc. for the Courthouse and Courthouse Annex; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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# MONITORING AGREEMENT

THIS AGREEMENT made this 8th day of July, 2022, by and between Wilson Fire Equipment & Service Co., Inc hereinafter called "Company", and Colorado County Courthouse, hereinafter called "Subscriber".

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) **INSTALLATION:** Company agrees to install or cause to be installed and service the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber (complete address): \_\_\_\_\_

- |  |   |                              |
|--|---|------------------------------|
| <input type="checkbox"/> Burglar Alarm Off-Premises Monitoring               | <input type="checkbox"/> Local Burglar Alarm      | Est. Install Date: _____     |
| <input type="checkbox"/> Fire Alarm Off-Premises Monitoring (of local alarm) | <input type="checkbox"/> Local Fire Alarm         | Payment Terms: <u>Net 30</u> |
| <input type="checkbox"/> Hold-up Alarm Off-Premises Monitoring               | <input type="checkbox"/> Cellular Radio Telemetry |                              |
| <input type="checkbox"/> Digital Dialer Communicator                         | <input type="checkbox"/> Maintenance Agreement    |                              |

Check one:  Non-Open/Close Reporting  Non-Supervised Open/Close Reporting  Close Supervised Reporting  Open/Close Supervised Reporting

(B) **SCHEDULE OF EQUIPMENT:** Subscriber acknowledges that the degree of detection is increased by the use of additional equipment, and that additional equipment can be provided at an additional cost if the subscriber desires and so notifies the company.

EQUIPMENT	QUANTITY	COMMENTS

(C) **TERM AND PAYMENT:** Subscriber agrees to pay as follows for the installation of the equipment:

- (1) The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- Such amount plus applicable sales tax, is payable as follows:
- a. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Plus applicable sales tax, at the time of the execution of this Agreement.
- b. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And shall pay:  
The sum of Five Hundred Sixty and 00/100 Dollars (\$ 560.00)  
plus applicable sales tax, payable  monthly,  quarterly,  semi-annually,  annually in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address.

(3) The term of this Agreement is for one year from the date service is operative under this agreement. Thereafter, this Agreement shall be renewable at the option of the company, and without further notice for successive one year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) **RECEIPT OF COPY(S):** Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any).

(E) **COMPANY'S LIABILITY; DISCLAIMER OF WARRANTIES:** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS WHEN AGREEMENT IS EXECUTED IN OR NEAR THE SUBSCRIBER'S RESIDENCE  
YOU THE BUYER (SUBSCRIBER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF UNEXECUTED CANCELLATION FORM.

BY: X \_\_\_\_\_ TITLE: County Judge  
(AUTHORIZED OFFICER OF COMPANY)

(PRINT NAME) Ty Prouse DATE: 7-25-22

M. Dolive

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

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This agreement shall not be binding upon company unless approved in writing by an officer of Company; In the event of failure of approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an Officer of Company. The terms and conditions contained on the reverse side of this Agreement are incorporated herein and by reference are made a part hereof. Company shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

1. **INSTALLATION SYSTEM:** Subscriber authorizes Company to install or cause to be installed, the system as specified on the reverse side hereof, including connections necessary to transmit the necessary signals from the premises of Subscriber, if any. Subscriber further agrees to allow Company to remove any prior-installed alarm equipment which in the opinion of the Company may interfere with the installation and/or maintenance of Company's system, whether such removal is required at the time of initial installation or at any time thereafter. All signals are transmitted over telephone company leased lines and/or radio band, which are wholly beyond the control and jurisdiction of Company, and which are maintained and serviced by the applicable telephone company or utility. Wiring (if any) for system will be of non-plenum type, and Company does not represent that all wiring installed in the premises of Subscriber will be concealed or be installed in conduit, unless specified.
  2. **ERRORS IN INSTALLATION:** Errors or omissions in installation of said system, including but not limited to failure to wire points of equipment, shall be called to the attention of Company by Subscriber.
  3. **AUTHORIZED PERSONNEL:** Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of the Subscriber upon request. Such persons shall be supplied by Company with a code number or word.
  4. **OFF-PREMISES MONITORED ALARMS:** Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist.
  5. **SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch sounder, capacitance device, smoke-heat detector or any other electronic equipment designated on the Schedule of Equipment, according to procedures prescribed by Company; to notify Company promptly in the event such equipment fails to respond to any such test; and at Subscriber's sole costs inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on test or use of equipment.
  6. **DISTURBING CONDITIONS:** Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, and insects, or otherwise that might affect the operation of the system.
  7. **POWER FAILURE:** In the event of power failure or other interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120v AC power.
  8. **FALSE REPORT:** In the event Subscriber shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the system or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of any false alarm originating from Subscriber's premises. Subscriber agrees to reimburse Company for payment of the said false alarm fine, penalty or fee.
  9. **DEFAULT OR TERMINATION:** In as much as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge for service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as a penalty, in addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled to under the law by virtue of said default. Removal of the equipment or other items by Company shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages to which it may be entitled under the terms of this Agreement or other provisions of law.
  10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's Central Station connecting wires, radio repeater/tower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licenses, or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station or between the Public Police, Guard and Fire Departments, or for any other reason whatsoever. Company, at its option, may reinstall or cancel this Agreement.
  11. **COMPANY'S OBLIGATION:** Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain, repair or assure operation of the property, or any devices of the Subscriber or of others to which Company's system may be attached, nor to repair or reoccurate any portion of the Subscriber's premises upon removal of all or part of system.
  12. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES: IT IS UNDERSTOOD AND AGREED: THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY APPROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:**
    - (a) THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES, OR SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED, OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;
    - (b) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING.
    - (c) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE
    - (d) THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.  - SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN SECTION "E" ON THE REVERSE SIDE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT.
13. **INDEMNIFICATION:** IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES.
14. **DIGITAL DIALER COMMUNICATORS:** Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company, that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity, and agrees to notify Company if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company.
15. **PERMIT TO OPERATE ALARM SYSTEM:** Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed.
16. **TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS:** Subscriber agrees to pay, in addition to the charges therein, all taxes, fees, permits, licenses and charges imposed by any governmental authority relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and Company's central station or Police/Guard/Fire Department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter provided that there shall be no more than one such increase during any twelve month period. Each such increase shall be for no more than ten (10%) percent of the monthly payment last in effect prior to such increase.
17. **PURCHASE EQUIPMENT; SUBSCRIBER OWNED EQUIPMENT:** Subscriber acknowledges that in the event of a sale of all or part of the equipment provided herein, the Schedule of Equipment will list individually what will be owned by Subscriber by the term "purchase" after each and every piece or part listed in the Schedule of Equipment. In the event of a purchase, the entire system will remain the sole property of Company, until all financial obligations of Subscriber's have been fulfilled. In the event of defect in equipment and if equipment fails to respond to test, as described in Sec. 5, Company, at its expense, will repair defective conditions as soon as reasonably possible, after receipt of notice from Subscriber for a period of one (1) year, subject to provisions as in paragraph 23.
18. **DELAY IN INSTALLATION:** Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of phone service, or equipment, acts of God or any other cause beyond the control of Company; and Company will not be required to supply service.
19. **APPROVAL OF CONTRACT:** This Agreement is not binding unless approved, in writing, by an Authorized Officer of Company.
20. **LATE FEES:** Subscriber agrees to pay the Sum of Ten (\$10.00) Dollars if any charge becomes more than thirty (30) days past due for additional bookkeeping costs. In addition Subscriber agrees to pay 1-1/2% interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days, may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay Company the sum of Fifty (\$50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under this Agreement.
21. **DETERMINATION AND VENUE:** Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement which shall remain in full force.
22. **COMPLETE AGREEMENT:** Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind either party, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties.
23. **SERVICE AND INSPECTIONS:** Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any persons, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. All non-warranty repairs shall be at Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the alarm site within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and service required by Subscriber after 5:00 P.M., on holidays, and on weekends will be charged at an applicable overtime rate.
24. **SUBCONTRACT:** WILSON FIRE EQUIPMENT & SERVICE CO., INC., has the exclusive right to subcontract any portion of this agreement, including but not limited to installation, service, maintenance, monitoring, or repair.

M. Dolive

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

July 25, 2022



## MONITORING AGREEMENT

THIS AGREEMENT made this 8th day of July, 2022, by and between Wilson Fire Equipment & Service Co., Inc hereinafter called "Company", and Colorado County Courthouse Annex, hereinafter called "Subscriber".

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) **INSTALLATION:** Company agrees to install or cause to be installed and service the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber (complete address): \_\_\_\_\_

- |  |   |                              |
|--|---|------------------------------|
| <input type="checkbox"/> Burglar Alarm Off-Premises Monitoring               | <input type="checkbox"/> Local Burglar Alarm      | Est. Install Date: _____     |
| <input type="checkbox"/> Fire Alarm Off-Premises Monitoring (of local alarm) | <input type="checkbox"/> Local Fire Alarm         | Payment Terms: <u>Net 30</u> |
| <input type="checkbox"/> Hold-up Alarm Off-Premises Monitoring               | <input type="checkbox"/> Cellular Radio Telemetry |                              |
| <input type="checkbox"/> Digital Dialer Communicator                         | <input type="checkbox"/> Maintenance Agreement    |                              |

Check one:  Non-Open/Close Reporting  Non-Supervised Open/Close Reporting  Close Supervised Reporting  Open/Close Supervised Reporting

(B) **SCHEDULE OF EQUIPMENT:** Subscriber acknowledges that the degree of detection is increased by the use of additional equipment, and that additional equipment can be provided at an additional cost if the subscriber desires and so notifies the company.

EQUIPMENT	QUANTITY	COMMENTS

(C) **TERM AND PAYMENT:** Subscriber agrees to pay as follows for the installation of the equipment:

- (1) The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- Such amount plus applicable sales tax, is payable as follows:
- a. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Plus applicable sales tax, at the time of the execution of this Agreement.
- b. The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment

- (2) And shall pay:  
The sum of Five Hundred Sixty and 00/100 Dollars (\$ 560.00)  
plus applicable sales tax, payable  monthly,  quarterly,  semi-annually,  annually in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address.

- (3) The term of this Agreement is for one year from the date service is operative under this agreement. Thereafter, this Agreement shall be renewable at the option of the company, and without further notice for successive one year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) **RECEIPT OF COPY(S):** Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any).

(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS WHEN AGREEMENT IS EXECUTED IN OR NEAR THE SUBSCRIBER'S RESIDENCE  
**YOU THE BUYER (SUBSCRIBER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF UNEXECUTED CANCELLATION FORM.**

BY: X \_\_\_\_\_ TITLE: County Judge  
(AUTHORIZED OFFICER OF COMPANY)

(PRINT NAME) Ty Krause DATE: 7-25-22

M. Dalive

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

**July 25, 2022**

This agreement shall not be binding upon company unless approved in writing by an officer of Company; In the event of failure of approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an Officer of Company. The terms and conditions contained on the reverse side of this Agreement are incorporated herein and by reference are made a part hereof. Company shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

1. **INSTALLATION SYSTEM:** Subscriber authorizes Company to install or cause to be installed, the system as specified on the reverse side hereof, including connections necessary to transmit the necessary signals from the premises of Subscriber, if any. Subscriber further agrees to allow Company to remove any prior-installed alarm equipment which in the opinion of the Company may interfere with the installation and/or maintenance of Company's system, whether such removal is required at the time of initial installation or at any time thereafter. All signals are transmitted over telephone company leased lines and/or radio band, which are wholly beyond the control and jurisdiction of Company, and which are maintained and serviced by the applicable telephone company or utility. Wiring (if any) for system will be of non-plenum type, and Company does not represent that all wiring installed in the premises of Subscriber will be concealed or be installed in conduit, unless specified.
2. **ERRORS IN INSTALLATION:** Errors or omissions in installation of said system, including but not limited to failure to wire points of equipment, shall be called to the attention of Company by Subscriber
3. **AUTHORIZED PERSONNEL:** Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of the Subscriber upon request. Such persons shall be supplied by Company with a code number or word.
4. **OFF-PREMISES MONITORED ALARMS:** Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist.
5. **SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch/sounder, capacitance device, smoke-heat detector or any other electronic equipment designated on the Schedule of Equipment, according to procedures prescribed by Company; to notify Company promptly in the event such equipment fails to respond to any such test; and at Subscriber's sole costs inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on test or use of equipment.
6. **DISTURBING CONDITIONS:** Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animals or inanimates, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, and insects, or otherwise that might affect the operation of the system.
7. **POWER FAILURE:** In the event of power failure or other interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120v AC power.
8. **FALSE REPORT:** In the event Subscriber shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the system or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of any false alarm originating from Subscriber's premises. Subscriber agrees to reimburse Company for payment of the said false alarm fine, penalty or fee.
9. **DEFAULT OR TERMINATION:** In as much as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge for service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as a penalty. In addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled under the law by virtue of said default. Removal of the equipment or other items by Company shall not constitute a breach by Company of the agreement or a waiver of Company's right to damages to which it may be entitled under the law by virtue of said default or other provisions of law.
10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's Central Station connecting wires, radio repeater/lower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licenses, or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station or between the Public Police, Guard and Fire Departments, or for any other reason whatsoever. Company, at its option, may reinstate or cancel this Agreement.
11. **COMPANY'S OBLIGATION:** Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain, repair or assure operation of the property, or any devices of the Subscriber or of others to which Company's system may be attached, nor to repair or re-coordinate any portion of the Subscriber's premises upon removal of all or part of system.
12. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES:** IT IS UNDERSTOOD AND AGREED: THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY APPROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:  
(a) THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES, OR SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED, OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;  
(b) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING.  
(c) THE ABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE  
(d) THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.
- SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN SECTION "E" ON THE REVERSE SIDE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT.
13. **INDEMNIFICATION:** IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES.
14. **DIGITAL DIALER COMMUNICATORS:** Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company, that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity, and agrees to notify Company if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company
15. **PERMIT TO OPERATE ALARM SYSTEM:** Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed.
16. **TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS:** Subscriber agrees to pay, in addition to the charges therein, all taxes, fees, permits, licenses and charges imposed by any governmental authority relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and Company's central station or Police/Guard/Fire Department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter provided that there shall be no more than one such increase during any twelve month period. Each such increase shall be for no more than ten (10%) percent of the monthly payment last in effect prior to such increase.
17. **PURCHASE EQUIPMENT: SUBSCRIBER OWNED EQUIPMENT:** Subscriber acknowledges that in the event of a sale of all or part of the equipment provided herein, the Schedule of Equipment will list individually what will be owned by Subscriber by the term "purchase" after each and every piece or part listed in the Schedule of Equipment. In the event of a purchase, the entire system will remain the sole property of Company, until all financial obligations of Subscriber's have been fulfilled. In the event of defect in equipment and if equipment fails to respond to test, as described in Sec. 5, Company, at its expense, will repair defective conditions as soon as reasonably possible, after receipt of notice from Subscriber for a period of one (1) year, subject to provisions as in paragraph 23.
18. **DELAY IN INSTALLATION:** Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of phone service, or equipment, acts of God or any other cause beyond the control of Company; and Company will not be required to supply service.
19. **APPROVAL OF CONTRACT:** This Agreement is not binding unless approved, in writing, by an Authorized Officer of Company.
20. **LATE FEES:** Subscriber agrees to pay the Sum of Ten (\$10.00) Dollars if any charge becomes more than thirty, (30) days past due for additional bookkeeping costs. In addition Subscriber agrees to pay 1 -1/2% Interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days, may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay Company the sum of Fifty (\$50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under this Agreement.
21. **DETERMINATION AND VENUE:** Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement which shall remain in full force.
22. **COMPLETE AGREEMENT:** Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind either party, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties.
23. **SERVICE AND INSPECTIONS:** Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any persons, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. All non-warranty repairs shall be at Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the alarm site within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and service required by Subscriber after 5:00 P.M., on holidays, and on weekends will be charged at an applicable overtime rate.
24. **SUBCONTRACT:** WILSON FIRE EQUIPMENT & SERVICE CO., INC., has the exclusive right to subcontract any portion of this agreement, including but not limited to installation, service, maintenance, monitoring, or repair.

M. Dolive

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

**July 25, 2022**

- \_\_9. Closed meeting pursuant to Tex. Gov't Code §551.074 regarding the job performance and evaluation of the Colorado County EMS Director.

**Open session was adjourned at 9:50 A.M. and the closed session began.**

**Closed session ended at 11:30 A.M.**

**Open session was called to order at 11:37 A.M.**

- \_10. Open meeting regarding the job performance, evaluation, and employment of the Colorado County EMS Director.

**Motion by Judge Prause to accept the resignation of Amanda Daniel and appoint Chuck Rogers**

**as interim EMS director; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

- \_11. Consent Items:
- a. Accept Fiscal Year 2021 Surplus Distribution from the Texas Association of Counties Health and Employee Benefits Pool in the amount of \$48,631.00.
  - b. Certificate of Liability Insurance posted by Quality Hot Mix, Inc./Quality Hot Mix Trucking, Inc. (7/9/2022-7/9/2023).
  - c. Continuation Certificate posted by Sue Ann Operating, LC for Superheavy or Oversize Permit Bond No. 04281172TX (11/20/2021-11/20/2022).

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

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

**(See Attachment)**

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

**July 25, 2022**



July 11, 2022

Hon. Ty Prause  
Colorado County Judge  
PO Box 236  
Columbus, 78934

Dear Judge Prause:

The TAC Health and Employee Benefits Pool ("Pool") operates on a January to December fiscal year. At the end of each fiscal year, we review the financial results and determine whether there is a surplus of revenue over claims, fixed expenses, and needed reserves. For fiscal year 2021, the Pool did not recognize a surplus; however, your Board of Directors voted to reserve a portion of the surplus from Fiscal Year 2020 for distribution, with interest, in future years. This reserved surplus is being distributed with the Plan Year 2023 renewal. The applicable distribution for Colorado County will be sent to you by check in the amount shown below.

A Pooled group that has been a member of TAC HEBP with medical coverage for at least one full fiscal year ending 12-31-2021, and which has renewed coverage for Plan Year 2023, is eligible to receive a surplus distribution. The amount distributed to each Pool group is calculated using a formula. 25% of the distribution is based on length of membership since HEBP was founded on October 1, 2001. The remaining 75% is performance-based, depending on each group's contribution toward surplus over a three-year period after claims over \$250,000 are removed.

<i>Colorado County Surplus Distribution from 2020 Fiscal Year, including 2% interest: \$ 48,631</i>
---

As always, we thank Colorado County for your membership in the Pool.

Sincerely,

A handwritten signature in black ink, appearing to read "Quincy Quinlan".

Quincy Quinlan, Director  
Health and Benefits Services Department  
Texas Association of Counties

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**



**TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL**

**Fiscal Year (FY) 2021 Surplus Distribution  
Frequently Asked Questions**

**Q: What are Surplus Distributions?**

**A:** The Pool operates on a January to December fiscal year. Each year, our actuaries review our financial results, estimate Pool expenses for the coming year, and determine whether there is a surplus of revenue over claims, fixed expenses, and needed reserves. In years where there is a surplus, the HEBP Board of Directors has generally voted to return funds to Pool members. At the end of the 2021 Fiscal Year, due to increased utilization and pandemic-related claims, the Pool did not recognize a surplus. However, last year your Board of Directors voted to reserve a portion of the surplus from Fiscal Year 2020, to be distributed with the plan year 2023 renewal.

**Q: Who is eligible for the surplus distribution?**

**A:** A Pooled group that has been a member of TAC HEBP with medical coverage for at least one full fiscal year ending 12-31-2021, and renews their TAC HEBP medical coverage for Plan Year 2023, is eligible to receive a surplus distribution.

**Q: How is the amount of the distribution calculated?**

**A:** 25 percent of the distribution is based on length of membership since HEBP was founded on October 1, 2001. The remaining 75 percent is performance-based, depending on each group's contribution toward surplus over a three year period after claims over \$250,000 are removed.

**Q: Does this mean that the Pool has been charging too much or not enough?**

**A:** No, not at all. We use the best actuarial and underwriting methods available and set our rates to cover our expected costs and expenses with a small, actuarially determined, margin for unpredictable variances, but no one can predict exactly what claims will be in any given year. Many of the individual counties in our Pool are too small for their claims to be predicted with a high degree of statistical probability. High claims over \$100,000 are always somewhat unpredictable, and COVID-19 claims were even more so.

**Q: Do we have to renew our coverage in order to receive the distribution?**

**A:** Yes. Also, the longevity measurement period will start over if your county or district leaves the Pool and comes back at a later time.

**Q: We want to use this money to decrease dependent rates. Is that okay?**

**A:** The distribution belongs to the county or district and can be used as the county or district determines is best. However, we would issue a word of caution against substantially lowering the employees' dependent contributions. In the event the county or district is unable to subsidize dependent costs at the current levels in future years, your employees could be faced with a steep cost increase, even if overall rates don't change much. Employees need to be aware of this situation or they could face financial difficulties. Please contact your Employee Benefits Consultant if you wish to discuss this further.

**Q: Will we be getting a distribution next year?**

**A:** You should not rely on receiving a distribution each year. The Board of Directors reviews the financial performance of the Pool on an annual basis. There was no operating surplus at the end of the 2021 fiscal year.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

UNIVERSAL SURETY OF AMERICA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That UNIVERSAL SURETY OF AMERICA, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arkansas, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERHEAVY OR OVERSIZE PERMIT COUNTY OF COLORADO

bond with bond number 04281172TX

for SUE ANN OPERATING, L C

as Principal in the penalty amount not to exceed: \$ \$100,000.00.

This appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 21st day of July, 2006, to-wit:

"BE IT RESOLVED, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, the said UNIVERSAL SURETY OF AMERICA has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 13th day of September, 2021.

ATTEST  
Anita K. Brenneman  
Anita K. Brenneman, Assistant Secretary

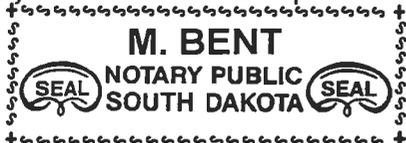
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 13th day of September, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and Anita K. Brenneman

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said UNIVERSAL SURETY OF AMERICA, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent  
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022

**UNIVERSAL SURETY OF AMERICA**

**CONTINUATION CERTIFICATE**

UNIVERSAL SURETY OF AMERICA

hereby continues in force Bond No. 04281172TX briefly described  
as SUPERHEAVY OR OVERSIZE PERMIT COUNTY OF COLORADO

for SUE ANN OPERATING, L C

\_\_\_\_\_, as Principal,  
in the sum of ONE HUNDRED THOUSAND AND NO/100 Dollars, for the term  
beginning November 20, 2021, and ending November 20, 2022,  
subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of \_\_\_\_\_

UNIVERSAL SURETY OF AMERICA

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event  
exceed the total sum above written.

Dated this 13th day of September, 2021.



UNIVERSAL SURETY OF AMERICA

By \_\_\_\_\_

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



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

**July 25, 2022**

\_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 25, 2022**

07/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4  
 TIME:08:21 AM CLAIMS FOR PAYMENT AS OF JULY 25, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T MOBILITY	234034	R	FIRSTNET CELL SVC/BES58192460	310.11
	AT&T MOBILITY	234039	R	FIRSTNET CELL SVC/BES58192460	309.86
	B & D GRAPHICS	234076	A	REFLECTIVE SIDES/INV#109	2,500.00
	BOUND TREE MEDICAL, LLC	234078	A	AMBUANCE SUPPLIES/INV#84588128	118.06
	BOUND TREE MEDICAL, LLC	234079	A	AMBUANCE SUPPLIES/INV#84590027	19.42
	BOUND TREE MEDICAL, LLC	234244	A	AMBUANCE SUPPLIES/INV#84604654	347.75
	CAPITAL ONE	233937	A	3 BINDERS/TR#01627	13.92
	CAPITAL ONE	233938	A	FIRE REHAB/TR#07636	34.42
	COLORADO COUNTY OIL CO., INC.	233968	A	900 GAL GAS/265 GAL CLEAR DIESEL	4,715.67
	COLORADO COUNTY OIL CO., INC.	234247	A	450 GALS DIESEL,220 GALS GAS	2,693.67
	COLUMBUS TIRE CENTER	234248	A	BATTERY/INV#21709	387.40
	DSS DRIVING SAFETY SERVICES, LLC	233971	A	PRE-EMPLOYMENT DRUG TESTS	255.00
	FERNANDEZ AND SONS LLC	234258	A	REPLACE BATTERY/INV#1437	223.59
	HENRY SCHEIN INC.	233974	A	AMBUANCE SUPPLIES/INV#22525156	8.65
	HUGHES NETWORK SYSTEMS, LLC	233975	A	EMS INTERNET/ACCT#GSC24870	102.98
	KBR TOWING SERVICE LLC	234102	A	TOW 2016 F-350/INV#3051	357.00
	LINDE GAS & EQUIPMENT INC.	234254	A	OXYGEN/INV#30028336	287.32
	O'REILLY AUTO PARTS	234255	A	FLASHLIGHTS/ACCT#1269382	15.87
	PRESTIGE OFFICE PRODUCTS, LLC	234008	A	INK CARTRIDGES/INV#126900	448.38
	QUADMED, INC.	234009	A	AMBUANCE SUPPLIES/INV#218516	871.89
	QUADMED, INC.	234112	A	AMBUANCE SUPPLIES/INV#218720	95.90
	QUADMED, INC.	234253	A	AMBUANCE SUPPLIES/INV#218792	11.70
	QUADMED, INC.	234256	A	AMBUANCE SUPPLIES/INV#219087	201.15
	QUADMED, INC.	234257	A	AMBUANCE SUPPLIES/INV#219057	728.38
	TIME WARNER CABLE ENTERPRISES LLC	234128	R	TRUCKED PHONE LINES FOR COVID	126.40
	TIME WARNER CABLE ENTERPRISES LLC	234228	A	EL EMS PHONE SVC	39.99
	TIME WARNER CABLE ENTERPRISES LLC	234231	A	FIBER INTERNET @ SVCS FACILITY	488.09
	DEPARTMENT TOTAL				15,712.57
0555-911 RURAL ADDRESSING					
	PRESTIGE OFFICE PRODUCTS, LLC	234108	A	(2)TONERS,DRUM,SHARPIES/INV#126912	235.70
	DEPARTMENT TOTAL				235.70
0560-COUNTY SHERIFF					
	A & L BODY SHOP	234073	A	REPAIR TO 21 EXPLORER/INV#12298	3,915.54
	APPLIED CONCEPTS, INC.	234075	A	REMOTE FOR STALKER 2/INV#404493	150.00
	AT&T MOBILITY	234031	R	FIRSTNET CELL SVC/BES58192460	817.83
	AT&T MOBILITY	234036	R	FIRSTNET CELL SVC/BES58192460	830.39
	CDW GOVERNMENT	234086	A	BARRACUDA BACKUP/INV#BH21772	3,866.62
	CDW GOVERNMENT	234087	A	BARRACUDA LICENSES/INV#BH21772	2,010.60
	CDW GOVERNMENT	234156	A	(2) DELL MONITORS/INV# BJ25480	1,072.30
	CDW GOVERNMENT	234157	A	DELL 3660 TOWER/INV#BK79136	2,218.64
	CDW GOVERNMENT	234194	A	DELL 3660 TOWR4/INV#BL01185	2,218.64
	COLORADO COUNTY OIL CO., INC.	233964	A	400 GAL GAS/INV#457978	1,579.40
	COLORADO COUNTY OIL CO., INC.	233965	A	640 GAL GAS/INV#457776	2,665.15
	COLORADO COUNTY OIL CO., INC.	233966	A	725 GAL GAS/INV#458150	2,686.48
	COLORADO COUNTY OIL CO., INC.	233967	A	900 GAL GAS/INV#457107	3,958.95
	COLORADO COUNTY OIL CO., INC.	234088	A	630 GAL GAS/INV#458414	2,378.09
	GALLS, LLC	234098	A	(6)S/S TACLITE SHIRTS/INV#021607063	285.00
	GUNFIGHTER SUPPLY, LLC	234167	A	22 VORTEX STRIKE EAGLE SCOPE MOUNTS	7,778.00
	IP DIGITAL, INC.	233976	A	LASERFISCHE RENEWAL 4/26/22-4/26/23	11,193.12
	O'REILLY AUTO PARTS	234004	A	CLEANER & TOWELS/CUST#1269383	35.98
	O'REILLY AUTO PARTS	234006	A	ANTIFREEZE/CUST#1269383	19.99
	O'REILLY AUTO PARTS	234105	A	MOBILE USB CHARGE/CUST#1269383	19.99
	OSS ACADEMY	234172	A	VARIOUS TRAINING/RYAN OHL/INV#60711	309.00
	SCHNEIDER TIRE & LUBE LLC	234113	A	TIRE REPAIR/INV#42460	27.49
	SCHNEIDER TIRE & LUBE LLC	234114	A	TIRE REPAIR/INV#42458	109.96

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

07/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:08:21 AM CLAIMS FOR PAYMENT AS OF JULY 25, 2022

CYCLE: ALL PAGE 5  
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	SCHNEIDER TIRE & LUBE LLC	234175	A	OIL CHANGE/INV#42506	53.98
	SCHNEIDER TIRE & LUBE LLC	234176	A	OIL CHANGE/INV#42521	53.98
	THE GOODYEAR TIRE & RUBBER COMPANY	234018	A	(16) TIRES/INV#016-1447093	2,145.79
	TIME WARNER CABLE ENTERPRISES LLC	234230	A	FIBER INTERNET @ SHERIFF DEPT	1,078.09
	TMA LASER GROUP, INC.	234019	A	(2) TONERS FOR DISPATCH/INV#25879	138.00
	TRANSUNION RISK & ALTERNATIVE	234020	A	JUNE PEOPLE SEARCHES/ACCT#366533	150.00
	TRI-COUNTY PETROLEUM, INC.	234021	A	(3) 55 GAL OPEN TOP DRUM BARRELS	115.50
	UNITED RADIO INC	234022	A	RADIO REPAIRS/INV#321191696	496.20
	UNITED RADIO INC	234023	A	RADIO REPAIRS/INV#321191720	496.20
	DEPARTMENT TOTAL				54,874.90
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	233935	A	MEDICAL CABINETS LOCKS/CUST#5134	7.49
	BRYAN RADIOLOGY ASSOCIATES	233942	R	INMATE XRAYS/BRA265776/6-15-22	107.73
	BRYAN RADIOLOGY ASSOCIATES	233943	R	INMATE XRAYS/BRA214409/6-27-22	32.08
	BRYAN RADIOLOGY ASSOCIATES	234152	A	INMATE XRAYS/#BRA265776/7-05	68.70
	BRYAN RADIOLOGY ASSOCIATES	234153	A	INMATE XRAYS/#BRA267512/6-29	147.00
	CAPITAL ONE	233936	A	INMATE MEDICATION/TR#04941	30.14
	CAPITAL ONE	234080	A	BLEACH FOR CLEANING/TR#06796	99.36
	CAPITAL ONE	234081	A	(6) WALL HANGERS/TR#03682	14.76
	CAPITAL ONE	234082	A	(2) REFILL TAPES/TR#02213	20.50
	CAPITAL ONE	234245	A	DISH SOAP/TR#09179	26.22
	CLINICAL SOLUTIONS PHARMACY	233944	R	JUNE INMATE RX/INV#72290	34.19
	CLINICAL SOLUTIONS PHARMACY	233945	R	JUNE INMATE RX/INV#72290	23.38
	CLINICAL SOLUTIONS PHARMACY	233946	R	JUNE INMATE RX/INV#72290	1,956.25
	CLINICAL SOLUTIONS PHARMACY	233947	R	JUNE INMATE RX/INV#72290	8.40
	CLINICAL SOLUTIONS PHARMACY	233948	R	JUNE INMATE RX/INV#72290	11.17
	CLINICAL SOLUTIONS PHARMACY	233949	R	JUNE INMATE RX/INV#72290	8.28
	CLINICAL SOLUTIONS PHARMACY	233950	R	JUNE INMATE RX/INV#72290	19.60
	CLINICAL SOLUTIONS PHARMACY	233951	R	JUNE INMATE RX/INV#72290	4.86
	CLINICAL SOLUTIONS PHARMACY	233952	R	JUNE INMATE RX/INV#72290	8.98
	CLINICAL SOLUTIONS PHARMACY	233953	R	JUNE INMATE RX/INV#72290	50.95
	CLINICAL SOLUTIONS PHARMACY	233954	R	JUNE INMATE RX/INV#72290	12.90
	CLINICAL SOLUTIONS PHARMACY	233955	R	JUNE INMATE RX/INV#72290	4.82
	CLINICAL SOLUTIONS PHARMACY	233956	R	JUNE INMATE RX/INV#72290	16.12
	CLINICAL SOLUTIONS PHARMACY	233957	R	JUNE INMATE RX/INV#72290	8.23
	CLINICAL SOLUTIONS PHARMACY	233958	R	JUNE INMATE RX/INV#72290	49.46
	CLINICAL SOLUTIONS PHARMACY	233959	R	JUNE INMATE RX/INV#72290	4.96
	CLINICAL SOLUTIONS PHARMACY	233960	R	JUNE INMATE RX/INV#72290	4.96
	CLINICAL SOLUTIONS PHARMACY	233961	R	JUNE INMATE RX/INV#72290	8.86
	CONCORD MEDICAL GROUP, PLLC	233962	R	INMATE DR SVCS/#1078959381/6-15-22	107.42
	CONCORD MEDICAL GROUP, PLLC	233963	R	INMATE DR SVCS/#0107576603/6-08-22	101.00
	CONCORD MEDICAL GROUP, PLLC	234161	A	DOCTOR SVCS/#0108212355/7-05	107.42
	CONCORD MEDICAL GROUP, PLLC	234162	A	DOCTOR SVCS/#0108191098/6-27	81.24
	GALLS, LLC	233972	A	(6)SILENT KEY HOLDERS/INV#021591923	274.09
	H.E. BUTT GROCERY COMPANY	234100	A	BREAD & BUNS/#196700	211.26
	H.E. BUTT GROCERY COMPANY	234168	A	BREAD & BUNS/#094220	88.55
	LABATT FOOD SERVICE	233977	A	WEEKLY FOOD ORDER/INV#07113055	2,152.67
	LABATT FOOD SERVICE	233978	A	WEEKLY FOOD ORDER/INV#07113056	19.17
	LABATT FOOD SERVICE	234104	A	WEEKLY FOOD ORDER/INV#07146812	659.37
	LABATT FOOD SERVICE	234169	A	WEEKLY FOOD ORDER/INV#07183353	2,684.63
	MATERA PAPER COMPANY	233980	A	TOILET TISSUE/INV#H600210	329.70
	MATERA PAPER COMPANY	233981	A	CLEANING SUPPLIES/INV#H600210	896.21
	O'REILLY AUTO PARTS	234005	A	BELT FOR FAN/CUST#1269383	6.88
	SKYLINE EQUIPMENT COMPANY, INC.	234223	A	WASHER REPAIRS/INV#PSMI002854	653.48
	SOUTHERN HEALTH PARTNERS, INC	234115	A	AUGUST 2022 INMATE MEDICAL SVCS	9,843.90
	SYNCB/AMAZON	234116	A	INMATE UNIFORMS	76.88



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

FUND TOTAL 226,433.18  
 07/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 7  
 TIME:08:21 AM CLAIMS FOR PAYMENT AS OF JULY 25, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0621-R&amp;B #1 TOTAL DISBURSEMNTS</b>					
	GARWOOD LUMBER	234142	A	PARTS/INV#16079	71.50
	JOHN DEERE FINANCIAL	234143	A	MOTOR & HYDRAULIC OIL/#01042-62002	533.60
	JOHN DEERE FINANCIAL	234144	A	PARTS & FILTERS	1,941.77
	MUSTANG CAT	234145	A	PARTS & FILTERS/CUST#0688300	441.71
	NSTS LLC	234147	A	(30) SIGN POSTS/INV#6839	949.40
	NSTS LLC	234214	A	(50)CARSONITE POSTS/INV#6849	1,149.00
	TEXAS DISPOSAL SYSTEMS, INC.	234148	A	PCT3 JUNE TRASH SERVICE/INV#6675181	192.62
	WALLER COUNTY ASPHALT, INC	234149	A	50.4 TONS COLD MIX/INV#23503	5,569.20
	WINDSHIELD EXPRESS	234150	A	LABOR TO INSTALL DOOR GLASS ON CAT	145.00
	DEPARTMENT TOTAL				10,993.80
	FUND TOTAL				10,993.80

07/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 8  
 TIME:08:21 AM CLAIMS FOR PAYMENT AS OF JULY 25, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0622-PCT #2 TOTAL DISBURSEMNTS</b>					
	CAVENDER CHRYSLER JEEP DODGE RAM	234154	A	PARTS/ACCT#A1178	266.23
	CAVENDER CHRYSLER JEEP DODGE RAM	234155	A	PARTS/ACCT#A1178	130.08
	CINTAS CORPORATION	234158	A	UNIFORMS/INV#4125212677,4125856464	219.78
	DON'S REPAIR SHOP	234163	A	14 JOHN DEERE REPAIR/INV#44,492	2,403.81
	M-G FARM SERVICE CENTER	233979	A	LINCH PINS & PAINT/CUST#3310	5.77
	M-G FARM SERVICE CENTER	234170	A	WELDING RODS/CUST#3310	18.99
	M-G FARM SERVICE CENTER	234210	A	NUTS & BOLTS/INV#947543	23.12
	MCCOY'S BUILDING SUPPLY	233982	A	REPAIR MAIL BOX/INV#1226827	40.99
	NUECES POWER EQUIPMENT	234171	A	BACKHOE CYLINDER/INV#406351V	720.10
	PRIHODA GRAVEL CO.	234217	A	720 YDS PIT RUN GRAVEL/INV#13897	7,452.00
	ROMCO EQUIPMENT CO.	234174	A	FILTER CARTRIDGE/INV#110191129	138.17
	STAVINOHAI TIRE PROS LLC	234177	A	BATTERY/INV#99232	532.66
	STAVINOHAI TIRE PROS LLC	234224	A	TIRE REPAIR/INV#99369	18.45
	WICK'S WESTERN AUTO	234026	A	BULB & FUEL CAP/CUST#5900	24.37
	DEPARTMENT TOTAL				11,994.52
	FUND TOTAL				11,994.52





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

July 25, 2022

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791  DISTRIBUTION White-Auditor Ink-Department	VENDOR (Name and Address) <i>Concord Medical Group of Texas</i>					PURCHASE ORDER No. _____ Date <u>7</u> / <u>22</u> / <u>22</u> <small>Month Day Year</small>		Department <i>[Signature]</i> Signature
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
	Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
	Quantity	DESCRIPTION					Unit Price	
	<i>167095542 William Whitehead 9/63/pe</i>							
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>			

CONDITIONS AND INSTRUCTIONS

1. The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
2. NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:  
1-74-6000544-4

AUDITOR

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791  DISTRIBUTION White-Auditor Ink-Department	VENDOR (Name and Address) <i>Columbus Community Hospital</i>					PURCHASE ORDER No. _____ Date <u>7</u> / <u>22</u> / <u>22</u> <small>Month Day Year</small>		Department <i>[Signature]</i> Signature
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
	Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
	Quantity	DESCRIPTION					Unit Price	
	<i>20455209 Tim Dublin 257.00</i>							
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>			

CONDITIONS AND INSTRUCTIONS

1. The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
2. NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:

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

July 25, 2022

**PURCHASE  
ORDER**

Colorado County Precinct 4  
310 S. McCarty • Eagle Lake, Texas 77434  
979-234-2633 • Fax 979-234-3832

**No. 4- 8038**

To: TRI COUNTY PETROLEUM

Date 7-19-22

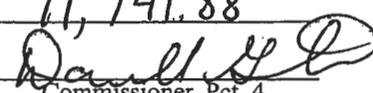
Invoice # 103555

QUAN.	DESCRIPTION	PRICE	AMOUNT
1300	DYED DIESEL	399.53	5193.89
1145	CLEAR DIESEL	419.03	4797.89
500	REG UNLEADED GASOLINE	3500.2	1750.10
			11,741.88

APPROVED FOR PAYMENT

RAYMIE KANA  
County Auditor, Colorado County, Texas

DISTRIBUTION:  
WHITE - AUDITOR  
YELLOW - VENDOR  
PINK - OFFICE

\$ 11,741.88  
  
Commissioner, Pct. 4

For: \_\_\_\_\_ JUL 25 2021

Approved By: \_\_\_\_\_  
CHECKED & APPROVED FOR  
\$ 11741.88 FUND 24-624-330

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

COLORADO COUNTY, TEXAS									
JULY 16TH THRU 31ST									
PAID ON JULY 29, 2022									
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	284,620.55	21,423.90	54,526.77	37,013.65	397,584.87				
(DEDUCTIONS)		21,423.90	9,493.94	21,355.73					
RECORDS PRESERVATION	0.00	0.00	0.00	0.00	0.00	7463	TAC HEBP	168,380.47	
(DEDUCTIONS)		0.00	0.00	0.00		7464	AIREVAC	18.00	
						7465	MASA	1,053.00	
R&B PCT #1	13,412.00	1,081.25	3,029.95	1,770.38	19,293.58	7466	LINA	44.75	
(DEDUCTIONS)		1,081.25	500.79	1,005.90		7467	PIC	15.00	
R&B PCT #2	11,731.25	867.71	2,163.75	1,722.24	16,484.95				
(DEDUCTIONS)		867.71	30.39	879.84					
R&B PCT #3	14,883.75	989.69	3,462.47	1,964.65	21,300.56		TEXAS CSDU	1,245.64	
(DEDUCTIONS)		989.69	998.51	1,112.53			TEXAS LIFE	686.02	
							TRANSAMERCIA	246.62	
							NACO	465.00	
R&B PCT #4	12,120.75	676.97	3,024.79	1,680.67	17,503.18		AFLAC	5,380.43	
(DEDUCTIONS)		676.97	373.52	909.06			TCDRS	143,462.10	
							FED'L RESERVE BANK	75,011.10	
							DENTAL SELECT	144.92	
CO ATTY FORFEITURE	167.50	12.76	0.00	22.12	202.38		GLOBAL LIFE	683.37	
(DEDUCTIONS)		12.76	0.00	11.73			VOYA	892.50	
							GYM MEMBERSHIP	665.84	
ELECTIONS CONTRACT	0.00	0.00	0.00	0.00	0.00				
(DEDUCTIONS)		0.00	0.00	0.00					
SECURITY FUND	987.50	75.54	0.00	130.35	1,193.39				
(DEDUCTIONS)		75.54	0.00	74.06					
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00		Social Security	40,371.56	
(DEDUCTIONS)		0.00	0.00	0.00			Medicare Tax	9,441.66	
								49,813.22	
							FED WH	25,197.88	
								75,011.10	
CO. ATTY. SUPPLEMENTAL	921.50	70.06	0.00	121.65	1,113.21				
(DEDUCTIONS)		70.06	0.00	64.51					
						67,504.34			
						66,639.85			
						134,144.19	EMPLOYER	92,535.67	
TOTALS	338,844.80	25,197.88	66,207.73	44,425.71	474,676.12	11,552.19	EMPLOYEE	50,926.43	
		25,197.88	11,397.15	25,413.36		11,549.09	TCDRS	143,462.10	
		50,395.76	77,604.88	69,839.07		157,242.37			
						CAD	6,125.58		
						GWD	3,443.80		
						COBRA	-		
						RETIREE	1,568.72		
						TAC INS.	168,380.47		

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

**ORDER TO AMEND THE 2022 BUDGET  
AS OF JULY 25, 2022**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2022 Budget by transferring from one line item to another line item the following except for those designated by a \*:

12-695-108	Salary, County Auditor Replc	\$29,790.00
12-695-151	Group Medical Insurance	\$ 1,910.00

07/25/2022  
TIME:07:16 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1  
PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000030561	CURRENT	07/25/2022	07/25/2022	004	12-100-205 MIXED DRINK TAX	5,000.00
0000030562	CURRENT	07/25/2022	07/25/2022	004	12-100-304 DONATIONS/MENTAL HEALTH DEPUTY	40,000.00
0000030563	CURRENT	07/25/2022	07/25/2022	004	12-100-395 MISCELLANEOUS	25,000.00
0000030564	CURRENT	07/25/2022	07/25/2022	004	12-400-532 EQUIPMENT OVER \$500	1,500.00
0000030565	CURRENT	07/25/2022	07/25/2022	004	12-410-310 VOTING SUPPLIES/PRINTING	8,000.00
0000030566	CURRENT	07/25/2022	07/25/2022	004	12-410-410 ELECTION JUDGES & CLERKS	5,000.00
0000030567	CURRENT	07/25/2022	07/25/2022	004	12-530-310 SUPPLIES/EQUIPMENT UNDER \$500	3,300.00
0000030568	CURRENT	07/25/2022	07/25/2022	004	12-560-336 PHOTO/RIFLE/RANGE SUPPLIES	7,500.00
0000030569	CURRENT	07/25/2022	07/25/2022	004	12-565-426 SCHOOLS FOR JAILERS	1,000.00
0000030570	CURRENT	07/25/2022	07/25/2022	004	12-585-532 EQUIPMENT OVER \$500	2,000.00
0000030571	CURRENT	07/25/2022	07/25/2022	004	12-695-108 SALARY, COUNTY AUDITOR REPLC	29,790.00
0000030572	CURRENT	07/25/2022	07/25/2022	004	12-695-151 GROUP MEDICAL INSURANCE	1,910.00
0000030573	CURRENT	07/25/2022	07/25/2022	004	12-695-574 CONTINGENCIES	10,000.00
TOTAL BUDGET ADJUSTMENTS						13
						<del>148,000.00</del>

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

**July 25, 2022**

- \_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 stated that anyone that uses the boat ramp at Altair bridge to be aware of metal posts showing in the water. LCRA has contacted TxDOT about taking care of this situation. LCRA may be marking them, but at this time he is not sure how it will be handled. Please be careful.**

**Commissioner Neuendorff announced Sealy Road and Kulow Road bridge will be open in 3-4 weeks.**

- \_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 consider recommendations of Salary Committee for Budget Year 2023. (Kana)

**Raymie Kana, County Auditor, stated the court needs to decide by August 8, 2022 which tax rate will be used because the budget needs to be filed in the County Clerk's office by August 15, 2022. The Commissioner's questioned the dollar amount sent by Colorado County Central Appraisal District. Raymie Kana explained that the amount was certified, which meant it would not change but supplements could be added. The decision was made to have a special called meeting on August 2, 2022 at 9 A.M. and invite the Chief Appraiser to further explain the dollar amount.**

**Commissioners voted to accept the salary committee's recommendations after agreeing to adjust item number one to four percent and excluding items two, three and five.**

**(See Attachments)**

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

**July 25, 2022**

DATE: June 23, 2022

TO: Commissioners' Court

FROM: Salary Committee

SUBJECT: Recommendations of Salary Increases and Adjustments for  
Budget Year 2023

The Salary Committee met on June 9th and June 23rd to review and consider salary budget requests referred to the Committee by Commissioners' Court, including salary increases and adjustments for Budget Year 2023. The Salary Committee reached a unanimous vote among all Committee members and makes the following recommendations to the court:

- 1.) A 3% cost of living and merit pay increase for officials and employees to be added to the department head's salary budget to give to their employees at any amount up to the 3% as determined by each department head. (\$229,910)
- 2.) An additional \$1,200 a year fuel and cost of living increase for employees who earn less than the median County salary of \$35,000. (\$21,717-15)
- 3.) Constables shall receive a \$1,200 a year pay increase instead of the 3% pay increase in paragraph 1. (\$2800)
- 4.) A 10% pay increase to \$60,000 for the IT Coordinator and consider adding a part-time assistant to help with the 8-5 office issues that come up. (\$4,986)
- 5.) Budget a salary supplement of \$25,000 if the new County Auditor is a Certified Public Accountant. (\$30,162)
- 6.) Add two deputies and one dispatcher to the Sheriff's Department with RCISD agreeing to pay half of one of the deputies that will be a SRO. (\$166,085)
- 7.) Add additional titles for law enforcement, dispatchers, jailers, EMS, and clerks to the Salary Administration Schedule so that the department head has the ability to increase their employees' salaries if their salary budget and county salary guidelines policy allows.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
July 25, 2022**

- 8.) Budget \$4,000 in each R&B Precinct Fund for a new employee that needs to obtain a Commercial Driver License and such new employee will commit to work for the County for "x" number of years. e.g., at least 4 years after receiving the CDL assistance expense pay.

Housekeeping items for the Salary Administration Schedule:

- Add EMC to Grade 8
- Change title from Voter Registration Deputy to Chief Deputy Elections Administrator

Those present were Judge Ty Prause, R.H. Wied, Keith Neuendorff, Kim Menke, Stan Warfield, Amanda Daniel, Jay Johannes, Erica Kollaja, Joyce Guthmann and Raymie Kana. (Darrell Gertson sat in for Keith Neuendorff on June 23<sup>rd</sup>)

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

FUND	TAX RATE	AMT OF REVENUE	BUDGET 98%	DIFFERENCE CURRENT TAXES
CURRENT 2021 TAX RATE				
GENERAL FUND	0.342934	\$ 9,820,675.77	\$ 9,624,262.26	597,111.03
INTEREST & SINKING	0.021665	\$ 620,425.33	\$ 608,016.82	(1,304.77)
ROAD & BRIDGE FUNDS	0.135000	\$ 3,866,024.45	\$ 3,788,703.96	576,546.35
TOTAL 2021 TAX RATE	0.499599	\$ 14,307,125.55	\$ 14,020,983.04	1,172,352.61
			0.476388	No-New Revenue Tax Rate
2022 CERTIFIED VALUE	3,009,994,250		0.458913	No-New Revenue M&O Tax Rate
INCREASE OF 146,272,434			0.493451	Voter-Approval Tax Rate (3.5%)
	26,280,196	new value	0.496951	VAR (3.5%) plus unused increment rate
			0.496178	De Minimus Tax Rate
			0.020653	Debt Tax Rate
NO-NEW REVENUE TAX RATE #1				
GENERAL FUND	0.32074	\$ 9,654,105.06	\$ 9,461,022.96	\$ (163,239.30)
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21
ROAD & BRIDGE	0.13500	\$ 4,063,492.24	\$ 3,982,222.39	\$ 193,518.43
TOTAL NO-NEW REVENUE RATE	0.476388	\$ 14,339,251.41	\$ 14,052,466.38	\$ 31,483.34
NO-NEW REVENUE TAX RATE #2				
GENERAL FUND	0.32574	\$ 9,804,604.77	\$ 9,608,512.67	\$ (15,749.59)
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21
ROAD & BRIDGE	0.13000	\$ 3,912,992.53	\$ 3,834,732.67	\$ 46,028.71
TOTAL NO-NEW REVENUE RATE	0.476388	\$ 14,339,251.41	\$ 14,052,466.38	\$ 31,483.34

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR						
GENERAL	0.337798	\$ 10,167,700.38	\$ 9,964,346.37	\$ 340,084.11		
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21		
ROAD & BRIDGE	0.13500	\$ 4,063,492.24	\$ 3,982,222.39	\$ 193,518.43		
TOTAL VOTER-APPROVAL RATE	0.493451	\$ 14,852,846.73	\$ 14,555,789.79	\$ 534,806.75	Option 1	
VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR PLUS UNUSED INCREMENT						
GENERAL	0.341298	\$ 10,273,050.18	\$ 10,067,589.17	\$ 443,326.91		
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21		
ROAD & BRIDGE	0.13500	\$ 4,063,492.24	\$ 3,982,222.39	\$ 193,518.43		
TOTAL VOTER-APPROVAL RATE PLUS UNUSED INCREMENT	0.496951	\$ 14,958,196.53	\$ 14,659,032.59	\$ 638,049.55	Option 2	
VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR						
GENERAL	0.342798	\$ 10,318,200.09	\$ 10,111,836.09	\$ 487,573.83		
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21		
ROAD & BRIDGE	0.13000	\$ 3,912,992.53	\$ 3,834,732.67	\$ 46,028.71		
TOTAL PROPOSED VAR TAX RATE	0.493451	\$ 14,852,846.73	\$ 14,555,789.79	\$ 534,806.75	Option 3	

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR							
GENERAL	0.332798	\$ 10,017,200.66	\$ 9,816,856.65	\$ 192,594.39			
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21			
ROAD & BRIDGE	0.14000	\$ 4,213,991.95	\$ 4,129,712.11	\$ 341,008.15			
TOTAL PROPOSED VAR TAX RATE	0.493451	\$ 14,852,846.73	\$ 14,555,789.79	\$ 534,806.75	Option 4		
VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR PLUS UNUSED INCREMENT							
GENERAL	0.346298	\$ 10,423,549.89	\$ 10,215,078.89	\$ 590,816.63			
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21			
ROAD & BRIDGE	0.13000	\$ 3,912,992.53	\$ 3,834,732.67	\$ 46,028.71			
TOTAL VAR TAX RATE PLUS UNUSED INCREMENT	0.496951	\$ 14,958,196.53	\$ 14,659,032.59	\$ 638,049.55	Option 5		
VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR PLUS UNUSED INCREMENT							
GENERAL	0.336298	\$ 10,122,550.46	\$ 9,920,099.45	\$ 295,837.19			
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21			
ROAD & BRIDGE	0.14000	\$ 4,213,991.95	\$ 4,129,712.11	\$ 341,008.15			
TOTAL VAR TAX RATE PLUS UNUSED INCREMENT	0.496951	\$ 14,958,196.53	\$ 14,659,032.59	\$ 638,049.55	Option 6		

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

VOTER-APPROVAL TAX RATE APPLIED TO CERTIFIED VALUES 3.5% VAR PLUS UNUSED INCREMENT							
GENERAL	0.331298	\$ 9,972,050.75	\$ 9,772,609.74	\$ 148,347.48			
INTEREST & SINKING	0.020653	\$ 621,654.11	\$ 609,221.03	\$ 1,204.21			
ROAD & BRIDGE	0.14500	\$ 4,364,491.66	\$ 4,277,201.83	\$ 488,497.87			
TOTAL VAR TAX RATE PLUS UNUSED INCREMENT	0.496951	\$ 14,958,196.53	\$ 14,659,032.59	\$ 638,049.55	Option 7		



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

July 25, 2022

Juvenile Probation Dept	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Adult Probation Dept	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Juvenile Detention Services	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
VSO Office Supplies	250	250	250	250	250	250	250	250
IT Contract Services	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
CASA	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Software for Various Departments	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000
Maintenance Vehicles Fuel/Repairs	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Health Insurance	85,200	85,200	85,200	85,200	85,200	85,200	85,200	85,200
3% pay increase	186,453	186,453	186,453	186,453	186,453	186,453	186,453	186,453
Fuel adjustment for less than Median Salary	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Constables \$1200 instead of 3%	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Fringe on pay increase	44,450	44,450	44,450	44,450	44,450	44,450	44,450	44,450
IT Salary Adjustment	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
Fringe on IT salary adjustment	1,190	1,190	1,190	1,190	1,190	1,190	1,190	1,190
IT Part-time Contract Services	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Public Defender Part-time Attorney	53,076	53,076	53,076	53,076	53,076	53,076	53,076	53,076
Fringe on Part-time Attorney	10,962	10,962	10,962	10,962	10,962	10,962	10,962	10,962
Add'l School Resource Officer	54,324	54,324	54,324	54,324	54,324	54,324	54,324	54,324
Add'l Deputy Sheriff	50,004	50,004	50,004	50,004	50,004	50,004	50,004	50,004
Add'l Dispatcher	39,648	39,648	39,648	39,648	39,648	39,648	39,648	39,648
Fringe on extra positions	63,005	63,005	63,005	63,005	63,005	63,005	63,005	63,005
Longevity Pay-Prosecutors-Co Atty	7,680	7,680	7,680	7,680	7,680	7,680	7,680	7,680
Extra Jobs - EMS	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Holiday Pay - Sheriff Dept	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500
EMS Salary Adjustment - Paramedics	44,598	44,598	44,598	44,598	44,598	44,598	44,598	44,598
EMS Overtime	44,104	44,104	44,104	44,104	44,104	44,104	44,104	44,104
Fringe Benefits on above	64,106	64,106	64,106	64,106	64,106	64,106	64,106	64,106
TOTAL INCREASE IN EXPENSES	1,354,300	1,354,300	1,354,300	1,354,300	1,354,300	1,354,300	1,354,300	1,354,300
OVER (UNDER) TOTAL	(754,050)	(398,216)	(294,973)	(250,726)	(545,706)	(147,483)	(442,463)	(589,953)
Amount from Surplus to Balance GF Budget	\$ 1,793,050.00	\$ 1,437,216.00	\$ 1,333,973.00	\$ 1,289,726.00	\$ 1,584,706.00	\$ 1,186,483.00	\$ 1,481,463.00	\$ 1,628,953.00
Additional Tax Revenue to R&B Funds	46,029.00	193,518.00	193,518.00	46,029.00	341,008.00	46,029.00	341,008.00	488,498.00

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

**July 25, 2022**

\_16. Adjourn.

**Motion by Judge Prause to adjourn at 12:32 P.M.; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.**

**An audio recording of this meeting of July 25, 2022 is available in the County Clerk's Office.**

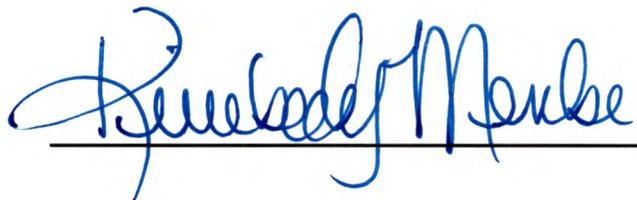
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**July 25, 2022**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 25th day of July 2022 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 25th day of July 2022.

Given under my hand and official seal of office this date July 25, 2022.

  
\_\_\_\_\_

