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

(Amended Agenda)

DATE OF MEETING:

August 26, 2019 - 9:00 A. M.

BUILDING:

Colorado County Courthouse, County Courtroom

STREET LOCATION:

400 Spring Street

CITY OF LOCATION:

Columbus, Texas

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

On this the 26th day August 2019, the Commissioners Court of Colorado

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

City of Columbus, Texas.

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

Honorable Ty Prause
Honorable Doug Wessels
Honorable Darrell Kubesch
Honorable Tommy Hahn
Honorable Darrell Gertson
Honorable Kimberly Menke

**County Judge** 

Commissioner Precinct #1 Commissioner Precinct #2 Commissioner Precinct #3 Commissioner Precinct #4 County Clerk

By: Nancy Davenport

**Deputy County Clerk** 

County Judge Ty Prause called the meeting to order at 9:05 A.M., followed by Pledges to the United States Flag and Texas Flag.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_1. Agenda as posted.

Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner

Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

#### **AUGUST 26, 2019**

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

TOP IT FIRM NO COMMO COLORADE COUNTY, TX

2019 AUG 23 AM 8: 35

(Amended Agenda)

KIMBERLY MENKE COUNTY CLERK

DATE OF MEETING:

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

- \_1. Agenda as posted.
- 2. Public comments.
- Proclamation proclaiming September 5th through September 7th as "Colorado County Fair Days". 3.
- Audience to Ashley Cureton, Texas Association of Counties HEBP Wellness Consultant, 4. explaining the County Specific Incentive Program. (Kana)
- \_\_5. Implement a County Specific Incentive Program to reward employees for healthy behaviors. (Kana)
- 1st Public Hearing to adopt a proposed tax rate for 2019 to fund the 2020 Budget. (Kana) 6.
- Request by Wakefield Bridge, Inc. to release and return bid bond/cashier's check submitted for the bridge on County Road 205, Precinct No. 2. (Kubesch)
- Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-\_\_8. of-way of County Road 173, Precinct No. 1. (Wessels)
- Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No. 2. (Kubesch)
- Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way \_10. of County Road 250, Precinct No. 2. (Kubesch)
- Establish 2020 Payroll Schedule.
- Amend the schedule of Commissioners Court meetings for 2019. \_12.
- Set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020.
- \_14. Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 -8/26/2020). (Kana)
- 15. Consent:
  - a. Superheavy/Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/19/2019 - 8/19/2020).
  - b. Certificate of Liability Insurance posted by S & S Irrigation, Inc. (8/13/2019 8/13/2020).
- \_16. Examine and approve all accounts payable and budget amendments.
- CLOSED SESSION: Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding contemplated litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

- \_18. **OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.
- \_19. Announcements (without discussion and no action) by elected officials/department heads.
- \_20. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_21. Budget Workshop. (Kana)
- \_22. Adjourn.

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

Public comments.

Judge Prause informed (2) Public Comment Rules Forms were completed:

(1) by Roger Wade for Agenda Item #6 in favor of the increase in proposed tax rate to fund the County with additional paramedic and (2) deputies; (2) Billy Kahn, Columbus Chamber of Commerce Executive Director for Agenda Item #21, presenting the need to upgrade electrical access on Courthouse Square for events. Blake Rosenbaum come up with concept for hidden hubs beneath the turf in five different places on the square, each hub providing (12) dedicated circuits where vendors or others can use, for price of \$53,299.95.

I've submitted a grant application to the LCRA Community Development

Partnership Program requesting \$30,850 to assist with the project. If we receive

grant, I am recommending split (3) ways between the City, Chamber and County of

\$7,483.32 each. It will take about a month before we here from LCRA regarding grant.

(See Attachments)

#### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



#### 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) Roger Wade							
Which agenda item do you wish to address?							
In general, are you for or against this agenda item? For/_ Against	: 						
Signature V							
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.

#### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

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Public Participation Form
Name (please print) Pill V Rahy
Which agenda item do you wish to address?
In general, are you for or against this agenda item?
10/40/
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.

## COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



Chamber of Commerce

425 Spring Street | Columbus, Texas 78934 Tel: 979.732.8385 www.columbustexas.org

August 23, 2019

County Commissioners Colorado County Courthouse 400 Spring Street Columbus, TX 78934

Re: Funding Request

Gentlemen,

We are seeking ways to upgrade the electrical access for fairs, festivals and markets on the Courthouse Square. The access to electric outlets is currently limited, which causes a number of problems, not just for the Chamber, but for any group or organization using the Courthouse grounds:

- Potentially overloading existing circuits, which could lead to outages or fires,
- Lengthy extension cords which are risks for potential accidents and lawsuits,
- Overuse of diesel generators which contribute to both air and noise pollution.

Blake Rosenbaum has come up with a concept for hidden, secured power hubs beneath the turf in five different places on the square; each hub providing 12 dedicated circuits where vendors or others can plug in. In addition to alleviating the issues outlined above, it would allow more vendors to set up on the Square, and to light their booths or exhibits in order to stay open past dark.

Upon removing plates embedded in the ground, County staff could then insert a portable panel rack with octopus-like cords to which vendors can plug in.

Rosenbaum's proposal, which includes a bid from Texas Irrigation for trenching and boring, is attached. The costs are as follows:

Rosenbaum Electric

\$43,949.95

Texas Irrigation

\$9,350.00

\$53,299.95

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

I've submitted a grant application to the LCRA Community Development Partnership Program requesting \$30,850 to assist with the project. LCRA requires a minimum 20% match. However, their scoring criteria awards more points to applicants offering more than a 20% match, which is why I've offered a 42% match – more than double their minimum.

TOTAL Project \$53,299.95 LCRA Grant \$30,850.00 \$22,449.95

I'm recommending the remainder of approximately \$22,500 be split evenly between the City, the County and the Chamber at approximately \$7,500 each.

 City
 \$7,483.32

 Chamber
 \$7,483.32

 County
 \$7,483.32

 \$22,449.95

I believe this split amongst stakeholders is fair and equitable.

Upgrading the access will be beneficial to the community, further enhancing the Courthouse Square's ability to serve as an outdoor event spot and gathering place for both existing and new community events. We will be able to attract more vendors and community organizations can come up with more ways to utilize the grounds, such as healthy cooking demonstrations, public dances and movie nights.

Of course, at this time the project is contingent upon LCRA's approval of the grant. Therefore, I'm asking you to allocate \$7,500 to be used for this project if approved.

Respectfully,

Executive Director

Columbus Chamber of Commerce

#### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

Rosenbaum Electric 1029 Tumlinson Rd Columbus, Texas 78934 TECL# 22882 TX MSTR LIC# 63596 979-732-7639 Blake 979-732-1009 Ben blakehrosenbaum@hotmail.com 2/4/2019

#### Courthouse Lawn Power

Proposal:

Rosenbaum Electric proposes to install five points of power. The starting point is on the outside fenced in area. There we have high voltage power that can be stepped down to low voltage by installing transformer. All main power will be installed in schedule 80 PVC into watertight ground junction boxes. All wire will be copper. At each power point will sit a panel with GFCI breakers for each receptacle. All cords will have a quick connect for easy plug and play. Our goal is to ensure enough power around Courthouse for future events without having the liability of cords and other hazards to the public.

#### Permits:

Electrical inspector is allowing ditch to be shallower than the 24" by code if we use schedule 80 PVC. At this date do not have price on electric permit.

Underground Ditching:

Texas Irrigation and Pipe will be digging all ditches, closing ditches, and re-planting grass. Texas Irrigation and Pipe will bill directly to customer. Rosenbaum Electric is not responsible for any underground ditching or repairs if anything should be damaged.

Rosenbaum Electric may request for maintenance to assist in some applications of this project and to show them how this system will operate.

The drawings and layout our sole property of Rosenbaum Electric and cannot be used for other pricing.

#### **Rosenbaum Electric**

Quote #

4032

Date 2/4/2019

1029 Tumlinson Rd Columbus, Texas 78934 TECL# 22882 TX MSTR LIC# 63596 (979)-732-7639 Blake (979)-732-1009 Ben blakehrosenbaum@hotmail.com

ibadin@notindicom	
Bill To:	
Chamber of Commerce / Colorado County Courthouse	

Description		Amount .			
Materials, Labor, &Tax:		\$	43,949.95		
Install 3-phase transformer.					
Install 3-phase main breaker and panel.					
Install SCH 80 PVC underground.					
Install weathertight underground junction boxes.	- 1				
Install 3-phase low voltage wiring to each junction box.	1				
Build portable panel racks for each location.					
Install quick connects on line / load wires.					
	1				
Make vender cords with quick connects.					
Test all equipment.	1				
	1				
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	l				
	1				
A 3.5% convenience fee will be added for credit card transactions.					
	otal	Ś	43,949.95		

All payments must be paid within 30 days of services rendered. All materials are property of Rosenbaum Electric until paid in full.

Thank You

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202, www.license.state.bx.us/complaints



## Texas Irrigation & Pipe LLC

January 9, 2019

Colorado County Courthouse P.O. Box 236 Columbus, TX 78934

RE: Trenching and boring

Below is the estimate for the trenching and boring:

Boring-20' - \$280.00 Grass - \$300.00 Service Charge - \$20.00 Labor -- 7 days @ \$1250.00 per day - \$8750.00

Total Estimate: \$9350.00

Please note that this is just an estimate and price could change if more material or time is required.

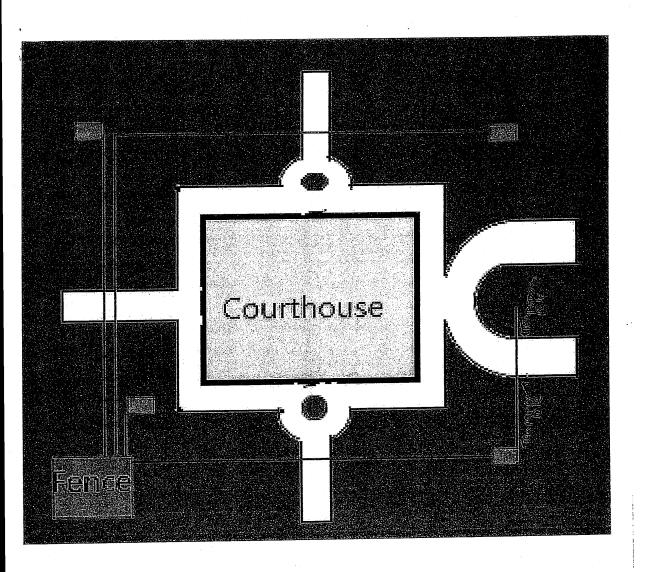
Let us know if you have any questions.

Brian J. Psencil

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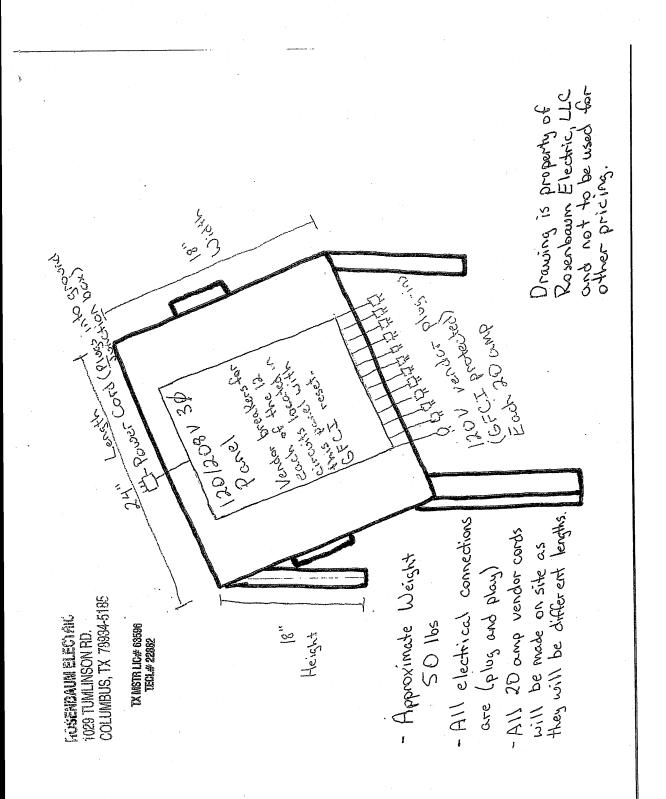


Flat panel on the ground

Flut & Play Junction Box.

12 plus per box20 Amp dedicated circuits

+ 6 20 Amp creaits
in the driveway.



\_\_3. Proclamation proclaiming September 5<sup>th</sup> through September 7<sup>th</sup> as "Colorado County Fair Days".

Judge Prause read Proclamation proclaiming September 5<sup>th</sup> through September 7<sup>th</sup> as "Colorado County Fair Days" celebrating its 41<sup>st</sup> Anniversary to the Court.

Judge Prause asked those in attendance representing the Fair to come forth to have their picture taken with the Court, and those being: Christine Grafe, Shannon Gerik, Pamela Potter and Kim Koehl.

Motion by Judge Prause to approve Proclamation proclaiming September 5<sup>th</sup> through September 7<sup>th</sup> as "Colorado County Fair Days"; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)



August 26, 2019

\_\_4. Audience to Ashley Cureton, Texas Association of Counties HEBP Wellness Consultant, explaining the County Specific Incentive Program. (Kana)

Present today with Ashley Cureton was Orlando Espinoza. They were here today to answer any questions the Court might have regarding this program. This is an incentive program to try to get employees to take care of their health by getting annual exams and receive a reward for doing that within a certain time frame.

Most annual exams include lab work, blood pressure and weight checks.

Employees would pay office visit co-pay but no other costs for annual exam.

Also we offer Catapult, which they will come to your facility and the employees do not have to leave to go to their physicians office to get their annual exam, there is no co-pay associated with using Catapult. They will do a finger prick and be able to talk to a nurse practitioner and all results are sent to their primary care physician. The standard Catapult team usually consist of (4) people.

There is a Sample Verification Form that the employees will take to the physicians Office, this can be modified however the Court sees.

Other incentive options besides giving the employees a day off, is offering gift cards,

5. Implement a County Specific Incentive Program to reward employees for healthy behaviors. (Kana)

and then as mentioned earlier, reimburse the co-pay if using Catapult.

Motion by Commissioner Gertson to approve to implement a County Specific Incentive Program to reward employees for healthy behaviors a day off for participating; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

# Colorado County: County Specific Incentive Recommendation

#### COMMISSIONER'S COURT REGULAR MEETING

MINUTES OF THE COLORADO COUNTY

**AUGUST 26, 2019** 

Recommendation 1:

EarningiantilReward Periods	Earning Period: Oct. 1 2019- July 31, 2020 Reward Period: Oct. 1 2020- Sept 30, 2021 or Jan. 1 2021- Dec. 31, 2021
Rewald .	Opt-In: receive 1 PTO day to be used in the following year (cannot be rolled over)
easonable/Alfeinative	N/A
Outcome// Completion	Complete
A <u>vetilvit</u> test	nual Physical/Well-

\_\_6. 1st Public Hearing to adopt a proposed tax rate for 2019 to fund the 2020 Budget. (Kana)

Judge Prause stated it is now 9:29 AM, we will open the floor to the public for 1<sup>st</sup> hearing. There being no comments or questions, we will close the Public Hearing at 9:30 AM. The 2<sup>nd</sup> Public Hearing is August 29, 2019 at 9:00 AM at a Special Commissioner Court Meeting. On September 9, 2019 at 9:15 AM the tax rate will be adopted.

(See Attachment)



## NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR COLORADO COUNTY

A tax rate of \$0.52000 per \$100 valuation									
Colorado County	nis rate exceeds the lower of the effectiv	e or rollback tax rate,							
and state law requires that two public hearings be held b	by the governing body before adopting t	he proposed tax rate.							
The governing body of Colorado County									
rate increase for the purpose of Public Safety and Emergency Medical Services									
PROPOSED TAX RATE	\$ 0.52000 per \$100								
PRECEDING YEAR'S TAX RATE									
EFFECTIVE TAX RATE	\$ 0.48484 per \$100	-							
ROLLBACK TAX RATE	\$ <u>0.52375</u> per \$100								
The effective tax rate is the total tax rate needed	to raise the same amount of prope	erty tax revenue for							
Colorado County fro	om the same properties in both the	2018 tax year							
and thetax year.									
The rollback tax rate is the highest tax rate that	Colorado County	may adopt before							
voters are entitled to petition for an election to limit the r	ate that may be approved to the rollbac	rate.							
YOUR TAXES OWED UNDER ANY OF THE ABOVE RA		ows:							
property tax amount = ( <u>rate</u> ) x	(taxable value of your property) / 100								
	u Longo contrato								
For assistance or detailed information about tax calcula	tions, please contact:								
Mary Jane Poenitzsch									
	tax assessor-collector								
318 Spring St., Suite 102 Columbus, Texas 78934									
(979) 732-2710									
mj.poenitzsch@co.colorado.tx.us									
www.co.colorado.tx.us									
You are urged to attend and express your views at the f	following public hearings on the propose	ed tax rate:							
First Hearing: August 26, 2019 @ 9:00 am	at Courthouse, County Courtroom	, Columbus, Texas							
Second Hearing:August 29, 2019 @ 9:00 am	at Courthouse, County Courtroom	, Columbus, Texas							
Second reading.									

#### COMMISSIONER'S COURT REGULAR MEETING

August 26, 2019

\_\_7. Request by Wakefield Bridge, Inc. to release and return bid bond/cashier's check submitted for the bridge on County Road 205, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve request by Wakefield Bridge, Inc.
to release and return bid bond/cashier's check submitted for the bridge on
County Road 205, Precinct No. 2; seconded by Commissioner Wessels;
5 ayes 0 nays; motion carried, it was so ordered.
(See Attachment)

#### Sharon Marsalia

From:

Jenna Popp <wakefieldbridge@ymail.com>

Sent:

Friday, August 23, 2019 2:52 PM

To:

Sharon Marsalia

Subject:

Re: Colorado County CR 205 Bridge

The bridge on CR 205 is complete. We would like to request the return of the cashier check for the bid bond.

Thanks, Jenna Popp Wakefield Bridge, inc Sent from my iPhone

## MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING MAY 13, 2019

\_14. Award bid to construct bridge on County Road 205 at draw, Precinct No. 2. (Kubesch).

Commissioner Kubesch informed there were (3) bids submitted, with the lowest bid and best completion time frame coming in from Wakefield Bridge, Inc. at total bid of \$118,980.00.

Motion by Commissioner Kubesch to approve to award bid to construct bridge on County Road 205 at draw, Precinct No. 2 to Wakefield Bridge, Inc.; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

August 26, 2019

\_\_8. Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-of-way of County Road 173, Precinct No. 1. (Wessels)

Commissioner Wessels informed this is for a rice farmer in the Garwood-Nada area, requires two cuts on CR 173, which he patched. Motion by Commissioner Gertson to approve Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-of-way of County Road 173, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered. (See Attachment)

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

#### Application

	<del></del>	<u> </u>
Applicant Company:	Nichols En	terprises, Inc.
Contact Person:	Pat Nichol	ls
Address:	5731 N SH	71
	El Campo,	, TX 77437
Phone:	979-543-4833	Fax: 979-543-3507
Location of right-of-w	ay for proposed cons	struction/installation/repairs in Precinct 1
Crossing CR 173	, 0.97 mile South	of FM 333 in Colorado County, TX.
		·
Description of right-of	f-way work to be peri	formed:
•		one time with a 16" 50 PSI PVC irriga
	d in 18" HDPE ADS	
The other c irrigation CR 173.	rossing is just a water from a cana	a 18" HDPE culvert pipe carrying al to the field on the other side of
8/19/2019		AMM.
Date		Signature of Firm Name Representative
		Pat Nichols, President
		Printed Name of Firm Name Representative

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

#### **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:

- 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.

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

- 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.

### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

- 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. <u>Areas not subject to or influenced by vehicular traffic</u>- 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.
    - <u>Dirt Roads</u>- 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.
    - 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. <u>Asphalt Roads-</u> 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.

- 21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
- 22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
- 23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
- 24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
- 25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
- 26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
- 27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
- 28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

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.

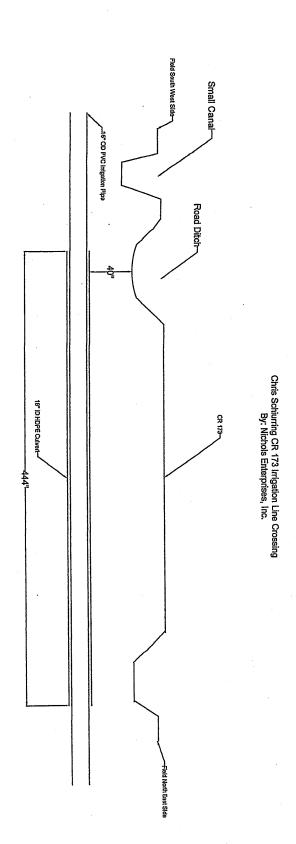
8/19/2019	Pat Ni Nichol	chols s Enterprises,	Inc.
Date	Applican	nt	
Approved by Commissioners Court on the 26th	_ day of	August	, 20 <u>19</u>
August 26, 2019 Date	Colorado	o County Judge	

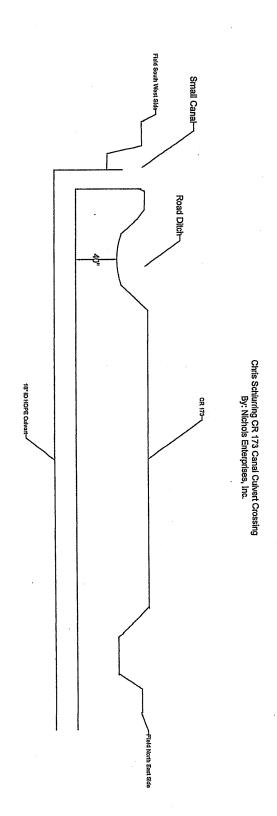
#### <u>Permit</u>

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.

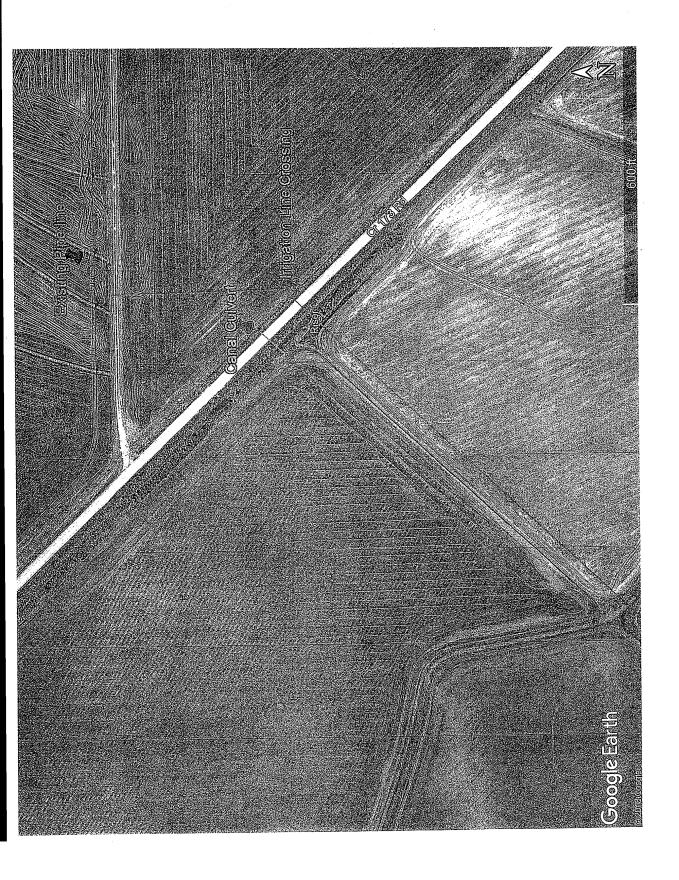
Date

Colorado County Judge









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E	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERIS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
1	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the representation of the policy, certain polities may require an endorsement. A statement on this certificate does not conferrights to the certificate holder in lieu of such endorsement(s).									
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#### COMMISSIONER'S COURT REGULAR MEETING

August 26, 2019

\_9. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No.2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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

### **Application**

Applicant Company:	Colorado Valley Telep	phone
Contact Person:	Brian R Mueller	
Address:	4915 South US Hwy 7	7
	LaGrange, Texas 7894	5
Phone:	979-247-8179	Fax: <u>979-247-5115</u>
Location of right-of-w	ay for proposed constr	uction/installation/repairs in Precinct 2:
On Colorado County RO	W near fence intermitte	ntly along the North and South sides of CR 249
starting at the Intersect	ion of CR 250 and procee	ding West 3,710' along the North and South ROWs
to the Fayette County L	ine.	
Description of right-o	f-way work to be perfo	rmed:
Install Buried Fiber Op	tic Cable in existing and	new 1.25 inch HDPE Duct along CR 249 from the
South side of the interse	ection of CR 250 and pro	ceeding West along the North and South ROWs
crossing intermittently	in existing duct and newl	y plowed and bored duct to the Fayette County Line.
8-21-19		Brian R. Mueller
Date		Signature of Firm Name Representative
		Brian R Mueller
		Printed Name of Firm Name Representative

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

#### <u>Agreement</u>

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

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

- 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.

### COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

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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 Utility.
- 18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
- 19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
- 20. Backfill requirements for all open cut excavation and trenches shall be as follows:
  - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
  - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
    - <u>Dirt Roads</u>- 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.
    - 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. <u>Asphalt Roads</u>- 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.

- 21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
- 22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
- 23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
- 24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
- 25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
- 26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
- 27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
- 28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

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.

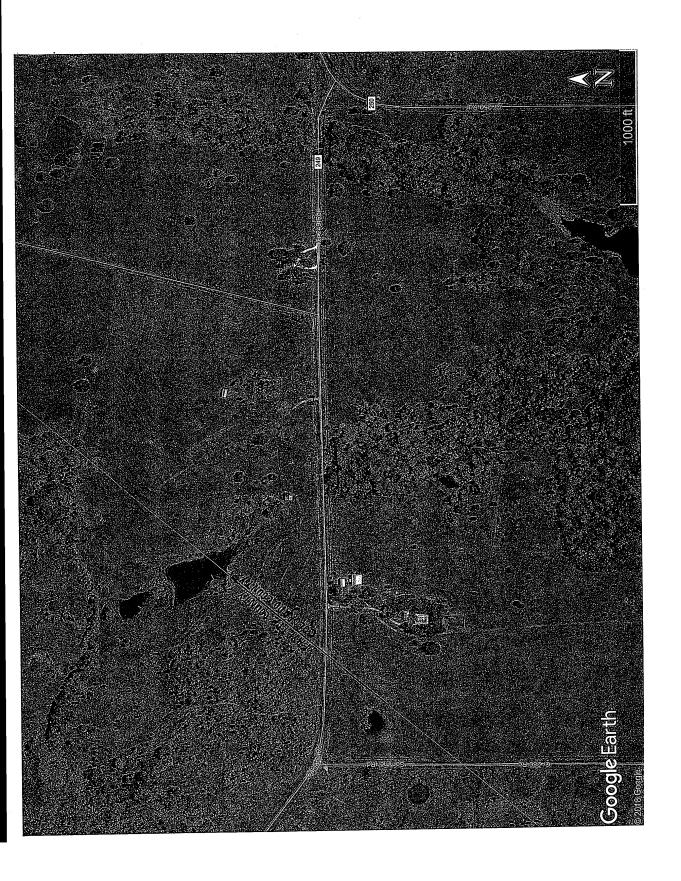
8-21-2019	Brian R. Mueller
Date	Applicant
Approved by Commissioners Court on the 214 da	y of Aug. 20/9.
8-24-19 Date	Colorado Coupey-Judge

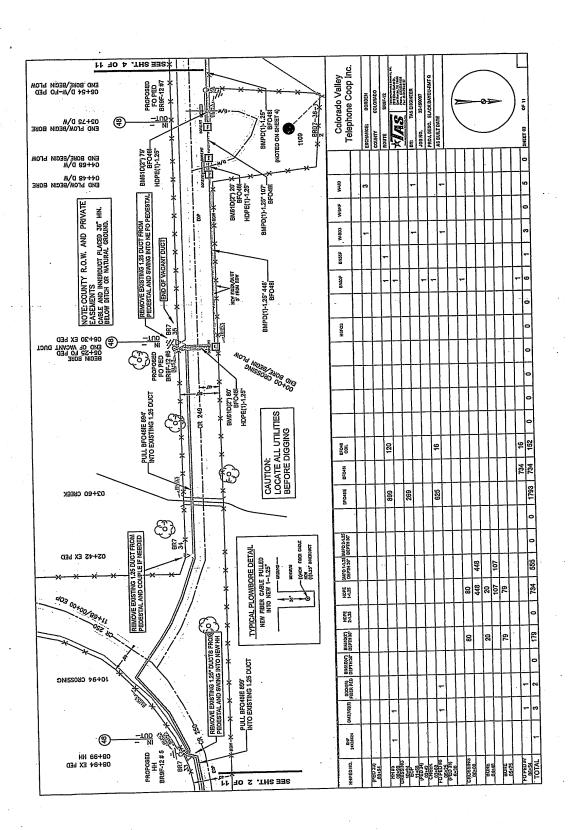
#### <u>Permit</u>

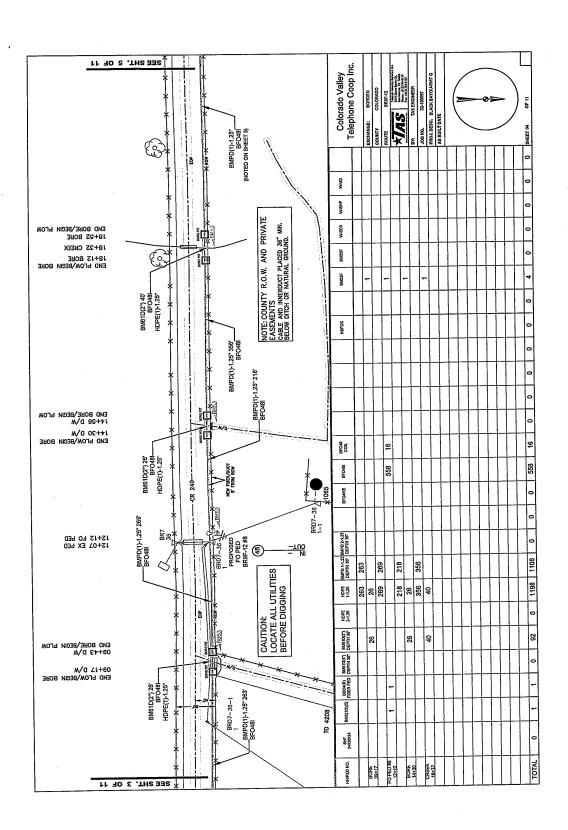
Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

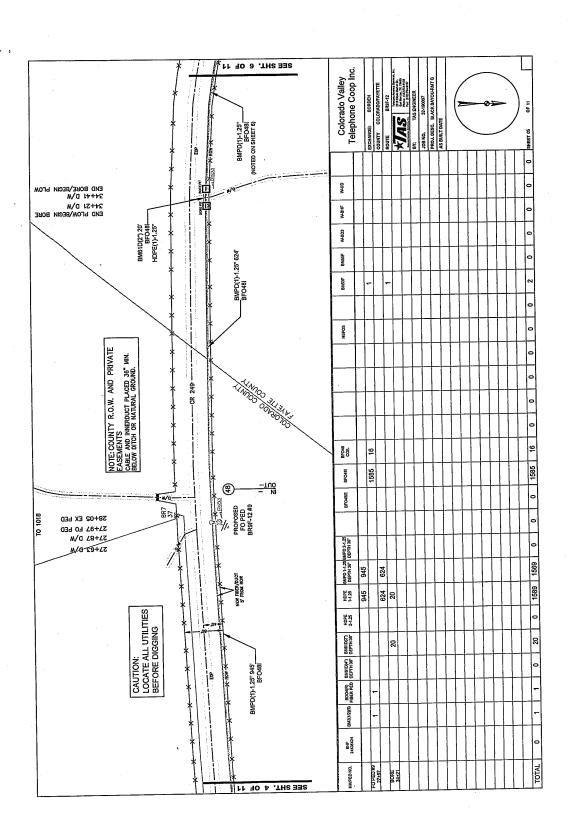
Date

Colorado County Judge









August 26, 2019

\_10. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 250, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 250, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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

### **Application**

Applicant Company:	Colorado Valley Telephone
Contact Person:	Brian R Mueller
Address:	4915 South US Hwy 77
	LaGrange, Texas 78945
Phone:	979-247-8179 Fax: <u>979-247-5115</u>
Location of right-of-w	ay for proposed construction/installation/repairs in Precinct $2$ :
On Colorado County RC	W near fence intermittently along the North and South sides of CR 250
starting at the Intersect	ion of CR 252 and proceeding West 3,190' along the North and South ROWs
to the intersection of C	R 249.
Description of right-o	f-way work to be performed:
Install Buried Fiber Op	tic Cable in existing 1.25 inch HDPE Duct along CR 250 from the South
side of the intersection	of CR 252 and proceeding North across CR 250, and then West along the
North and South ROW	s crossing intermittently in existing duct to the intersection of CR 249.
8-21-19	Brian R Mueller
Date	Signature of Firm Name Representative
	Brian R Mueller
	Printed Name of Firm Name Representative

### COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

#### <u>Agreement</u>

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

- 17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
- 18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
- 19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
- 20. Backfill requirements for all open cut excavation and trenches shall be as follows:
  - 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.
    - <u>Dirt Roads</u>- 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. <u>Gravel Roads and Streets</u>- 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. <u>Asphalt Roads</u>- 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.

- 21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
- 22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
- 23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
- 24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
- 25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
- 26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
- 27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
- 28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

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.

8-21-2019	Brian R. Mweller
Date	Applicant
Approved by Commissioners Court on the	th. day of 120/19.
8-28-19 Date	Colorado County Judge

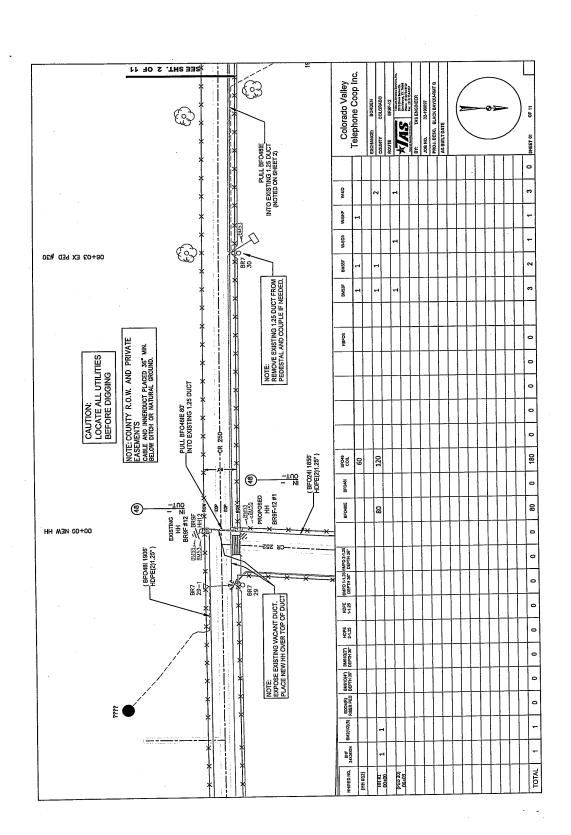
### **Permit**

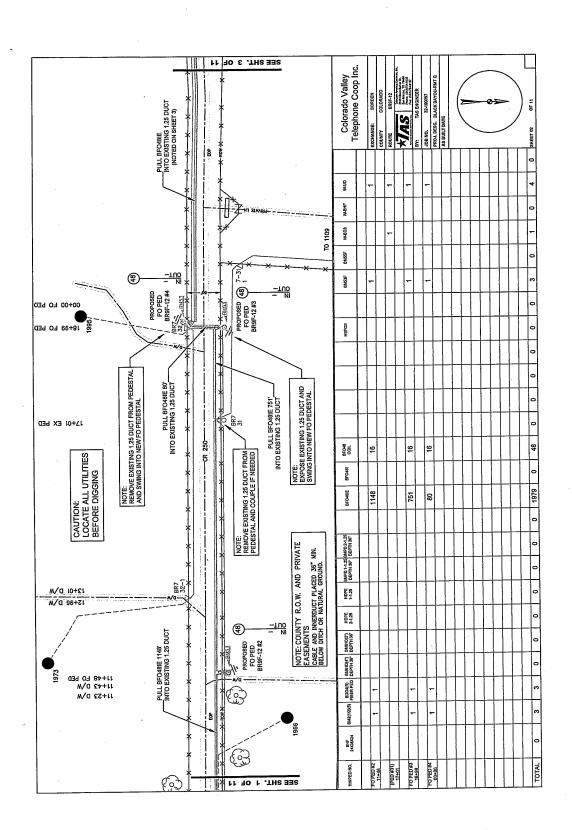
Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

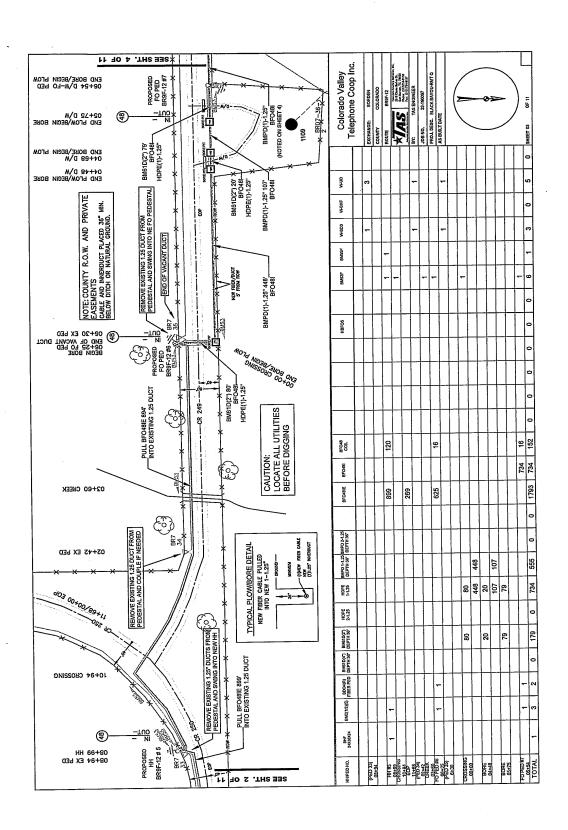
Date

Colorado-County Judge









\_11. Establish 2020 Payroll Schedule.

Motion by Commissioner Gertson to approve to establish 2020 Payroll Schedule; seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

COUNT	Y 2020 PAY SCHEDUL	.E
	FOR PAY PERIOD	EMS HRS
15	01/01 - 01/15	120
30	01/16 - 01/31	80
14	02/01 - 02/15	80
28	02/16 - 02/29	80
13	03/01 - 03/15	80
27	03/16 - 03/31	120
15	04/01 - 04/15	80
30	04/16 - 04/30	80
15	05/01 - 05/15	80
29	05/16 - 05/31	80
12	06/01 - 06/15	80
30	06/16 - 06/30	80
15	07/01 - 07/15	80
30	07/16 - 07/31	120
14	08/01 - 08/15	80
28	08/16 - 08/31	80
15	09/01 - 09/15	80
30	09/16 - 09/30	80
15	10/01 - 10/15	80
30	10/16 - 10/31	80
13	11/01 - 11/15	80
		80
15		120
	15 30 14 28 13 27 15 30 15 29 12 30 15 30 15 30 15 30 15 30 15 30	15

\_12. Amend the schedule of Commissioners Court meetings for 2019.

After discussion it was decided to remove Commissioners Court Meetings for 2019 as follows: October 9<sup>th</sup>, December 23<sup>rd</sup> and December 31<sup>st</sup>, 2019.

Motion by Commissioner Gertson to approve to amend the schedule of Commissioners

Court Meetings for 2019 as stated above; seconded by Commissioner Hahn;

5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

## COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

### AMENDED SCHEDULE OF COLORADO COUNTY COMMISSIONERS' COURT MEETINGS FOR 2019

Pursuant to Section 81.005 (Terms of Court, Meetings) Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year.

The Colorado County Commissioners' Court meetings shall be held at the County Seat at the Colorado County Courthouse, 400 Spring Street, Room 106, Columbus, Texas. Regular Terms shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month with exception of those months in which the Commissioners' Court has designated as an official County Holiday. Regular Terms of Court shall be held on January 14 & 28, February 11 & 25, March 11 & 25, April 8 & 22, May 13 & 28, June 10 & 24, July 8 & 22, August 12 & 26, September 9 & 23, October 15 & 28, November 12 & 25, and December 9. Special Terms of Court shall be held on January 10 to examine and approve all accounts payable and budget amendments.

By Order dated August 26, 2019

Ty Pracse, County Judge

Doug Wessels

Commissioner, Precinct No. 1

Tommy Hahn

Commissioner, Precinct No. 3

Darrell Kubesch

Commissioner, Precinct No. 2

Darrell Gertson

Commissioner, Precinct No. 4

ATTEST:

Kimberly Menke

County Clerk

### MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING **AUGUST 27, 2018**

#### SCHEDULE OF COLORADO COUNTY **COMMISSIONERS' COURT MEETINGS FOR 2019**

Pursuant to Section 81.005 (Terms of Court, Meetings) Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year.

The Colorado County Commissioners' Court meetings shall be held at the County Seat at the Courthouse located in Columbus, Texas. Regular Terms shall be held on the  $2^{\rm nd}$  and  $4^{\rm th}$  Mondays of each month with exception of those months in which the Commissioners' Court has designated as an official County Holiday. Regular Terms of Court shall be held on January 14 & 28, February 11 & 25, March 11 & 25, April 3 & 22, May 13 & 28, June 10 & 24, July 8 & 22, August 12 & 26, September 9 & 23, October 15 & 28, November 12 & 25, and December 9 & 23. Special Terms of Court shall be held on January 10, October 9, and December 31 to examine and approve all accounts payable and budget amendments.

County Judge

Ty Praus

By Order dated August 27, 2018.

Doug Wessels

Commissioner, Precinct No. 1

Tompy Hahn Commissioner, Precinct No. 3

Darrell Kubesch

Commissioner, Precinct No. 2

Darrell Gertson

Commissioner, Precinct No. 4

ATTEST:

Kimberly Menke County Clerk



### COMMISSIONER'S COURT REGULAR MEETING

August 26, 2019

\_13. Set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020.

Lonnie Hinze, Constable Precinct No. 2 was present today requesting Citations for Justice Court be increased to \$95.00, so all Courts will be the same.

Raymie Kana, County Auditor informed the fee schedule you have already reflects the increase to \$95.00 from \$85.00.

Motion by Commissioner Gertson to approve to set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020 with increase as stated above; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

**COUNTY OF COLORADO** 

OF COLORADO COUNTY, TEXAS

### NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF COLORADO COUNTY, TEXAS EFFECTIVE JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020

On the 26th day of August, 2019, the Commissioners' Court of Colorado County, Texas pursuant to the provisions of Section 118.131 of the <u>Local Government Code</u>, set the following fees to be charged by the office of the Sheriff and Constables of Colorado County, Texas to become effective on January 1, 2020 and ending December 31, 2020:

### **Service of Citations and Notices:**

Citations	\$95.00
Show Cause Orders	
Notices	
Subpoenas	\$95.00
Summons	\$95.00
Precepts	\$95.00
Temporary Restraining Orders/Injunctions	\$95.00

#### **Citations for Justice Court:**

Small Claim/Justice Court Citations	\$95.00
Small Claims & Justice Court Subpoenas	\$95.00
Small Claims & Justice Court Summons	\$95.00
Forcible Entry & Detainers/Forcible Detainers.	\$95.00
Writ of Re-entry	\$200.00
Writ of Restoration	\$200.00
Distress Warrant	

### Service of Writs:

Writ of Attachment	\$200.00
Writ of Sequestration	\$200.00
writ or Sequestration	. \$200.00 e200.00
Writ of Execution	. \$200.00
Writ of Possession	. \$200.00
Writ of Restitution	. \$200.00
Writ of Assistance	. \$200.00
Order of Retrieval	. \$200.00
Order of Sale	. \$200.00
Turn Over Order	. \$200.00
Tax Warrants	. \$200.00
Writ of Commitment/Writ of Capias	. \$200.00
Writ of Garnishment	

### **Postings:**

Citations	. \$30.00
All other postings	. \$30.00

### COMMISSIONER'S COURT REGULAR MEETING

### **AUGUST 26, 2019**

#### Misc. Fees:

Copy of Offense Reports	\$4.00
Open Records Requests	
Each additional page	\$0.25
Audio Tape/CD/DVD	
VHS/VCR Tape	
Radio Log or CAD Page (per page)	

It is further ordered by Commissioners' Court that all citations, precepts, writs or other process of service should be mailed or delivered to one of the following addresses listed below.

By Order of Commissioners' Court

Colorado County Sheriff's Office P. O. Box 607 2215 Walnut Columbus, Texas 78934

Richard LaCourse, Constable Precinct No. 1, Colorado County 1051 Schulenburg Lane Columbus, Texas 78934

Lonnie Hinze, Constable Precinct No. 2, Colorado County P. O. Box 945 105 E. Main Weimar, Texas 78962

Ivan Menke, Constable Precinct No. 3, Colorado County 1053 Constable Lane Cat Spring, Texas 78933

Darrell Stancik, Constable Precinct No. 4, Colorado County 206 W. State Street Eagle Lake, Texas 77434

ATTEST:

Kimberly Menke, County Clerk

### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

## MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 27, 2018

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF COLORADO

OF COLORADO COUNTY, TEXAS

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF COLORADO COUNTY, TEXAS EFFECTIVE JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019

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Notices	\$95.00
Subpoenas	\$95.00
Summons	\$95.00
Droconte	\$95.00
Temporary Restraining Orders/Injunctions	\$95.00

### Citations for Justice Court:

Small Claim/Justice Court Citations	. \$85.00
Small Claims & Justice Court Subpoenas	. \$85.00
Small Claims & Justice Court Cumposnas	\$85.00
Small Claims & Justice Court Summons	#05.00
Forcible Entry & Detainers/Forcible Detainers	. \$85.00
Writ of Re-entry	\$200.00
Writ of Restoration	\$200.00
WIII OF RESIDIATION	\$200 OO
Distress Warrant	φ <b>∠</b> 00.00

### Service of Writs:

Writ of Attachment	\$200.00
Writ of Sequestration	\$200.00
Writ of Execution	\$200.00
Writ of Possession	\$200.00
Writ of Possession	\$200.00
Writ of Restitution	\$200.00
Writ of Assistance	¢200.00
Order of Retrieval	. \$200.00
Order of Sale	. \$200.00
Turn Over Order	. \$200.00
Tay Warrants	. \$200.00
Writ of Commitment/Writ of Capias	. \$200.00
Mile of Cornichment	. \$100.00

### Postings:

Citations	\$30.00
All other postings	10.02
All other postings	,00.00

**AUGUST 26, 2019** 

## MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 27, 2018

#### Misc. Fees:

Copy of Offense Reports	\$4.00
Open Records Requests	
Each additional page	
Audio Tape/CD/DVD	
VHS/VCR Tape	
Radio Log or CAD Page (per page)	

It is further ordered by Commissioners' Court that all citations, precepts, writs or other process of service should be mailed or delivered to one of the following addresses listed below.

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Lonnie Hinze, Constable Precinct No. 2, Colorado County P. O. Box 945 105 E. Main Weimar, Texas 78962

ivan Menke, Constable Precinct No. 3, Colorado County 3290 FM 949 Cat Spring, Texas 78933

Darrell Stancik, Constable Precinct No. 4, Colorado County 206 W. State Street Eagle Lake, Texas 77434

ATTEST:

Kimberly Menke, County Clerk

203

### August 26, 2019

\_14. Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 – 8/26/2020). (Kana)

Raymie Kana, County Auditor informed this is an annual contract. County is reimbursed half through grant.

Motion by Judge Prause to approve Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 – 8/26/2020); seconded by Commissioner Kubesch; 5 ayes 0 nays; motion, carried, it was so ordered. (See Attachment)

### **COMMISSIONER'S COURT REGULAR MEETING**

**AUGUST 26, 2019** 



### AVIATION SUPPORT AND MAINTENANCE SERVICES Order Summary

Contracted Party:		Serviced Customer: (physical address)	
Colorado Cou Attn: Raymie I 318 Spring Str Columbus, TX	Kana reet, Suite 104	Robert R Wells J Attn: Ty Prause, 0 1084 CR 102 RD Columbus, TX 78	County Judge
The Effective Date	of this Agreement is	August 27th , 20	19
	agreement shall be for a peri	od oi year(s)	from the Effective Date.
Services (check as app			······································
Periodic/Pre-Season			
<ul><li>■ Equipment Restor</li><li>■ NADIN DataLink</li></ul>			
☐ Other Data Service			
Li Othor Data Bervie			
Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
□VOR		☐ RWIS Runway	

Edarbment	Manuacturer	Edubinent	
□VOR		☐ RWIS Runway	
□ DME		☐ ATIS	
□LOC		□ NDB	
□GS		☐ Control Tower	
<b>■</b> AWOS	Vaisala AW10-ACU	☐ Markers	
□RVR		☐ Other	

Fees		Contract Total: \$6,280.00
Annual Fee	\$ 6,280.00	Invoiced Annually
Unplanned Outage Fee	\$ N/A	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ N/A	per day (ex. flight check)
Holiday Fee	\$ N/A	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ N/A	per day

<sup>\*</sup>Definitions om Terms and Conditions

### COMMISSIONER'S COURT REGULAR MEETING

### **AUGUST 26, 2019**

Airport Manager: <u>Ty Prause</u>, <u>County Judge</u> Email Address: <u>ty.prause@co.colorado.tx.us</u> Phone Number: <u>979-732-2604</u>

Statement	of Work at	nd Additional	Terms

Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1

\*Modified for Colorado County, TX (8-27-16)

Attachment 2: Statement of Work

Pricing Year 1: 6,280.00

Pricing Year 2: Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services	Robert R Wells Jr Airport (66R)
By: Wicharl Trosclair	Ву:
Title: Sales Manager	Title: Colondo County Judge
Date: August 13th, 2019	Date: August 26, 2019

### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



#### Attachment 1 **DBT Transportation Services LLC** Agreement for Aviation Support and Maintenance Services Terms and Conditions Modified for Colorado County, TX 8/27/16

#### PURPOSE/SERVICES: 1.

- 1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement from time to time throughout the Term. mutual written agreement, from time to time throughout the Term.
- This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

#### PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES: 2.

- Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule. 2.1
- 2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.
- Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to DBT under the invoice.
- 2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.
- 2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4<sup>th</sup> (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT. as well as any other fees due and payable to DBT.
- 2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested

## COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

#### 3.

- 3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.
- 3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

#### TERMINATION/OBLIGATIONS UPON TERMINATION: 4.

- This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.
- 4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable. obligations under Section 4.3 shall be applicable.
- 4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

#### **WARRANTIES:**

- 5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel; who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.
- DBT represents and warrants that it is an independent contractor that makes its services available to the general public, but represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.
- 5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY

#### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

#### LIMITATION OF LIABILITY / INDEMNIFICATION:

- 6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.
- DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THE THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION. DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid CONFIDENTIAL INFORMATION.
- With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.
- Customer shall defend, indemnify and save harmless DBT, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the ciams, or or by anyone that circuity results from or directly arises out of customer's actions, activities of events in contractors with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that DBT shall not be indemnified, held hamiless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where DBT, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmfally survive the termination of the Agreement for a period of one (1) year from the date of termination. DBT agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.
- DBT shall defend, indemnify and save hamless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held hamless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit williful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6. set forth in Section 6.6.

# COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfilliment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 65. 6.5.

#### FORCE MAJEURE 7.

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

#### ASSIGNMENT

o.t Customer snall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void. Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except

#### CONFIDENTIAL AND/OR PROPRIETARY INFORMATION 9.

- 9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party. party.
- 9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information, which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

#### COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



- 9.3 The receiving party shall not be obligated to maintain the confidentiality of the information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.
- 9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

#### DISPUTES/ARBITRATION/GOVERNING LAW/OTHER 10.

- With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises 10.1 the eritire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:
- The Order and Pricing Schedule a)
- The SOW b)
- ċ) This Attachment 1
- Any addenda added hereto d)
- This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.
- 10.3 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.
- If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and 10.4 the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but 10.5 all of which, taken together, shall be deemed to constitute a single instrument.
- 10.6 This Agreement is made in and performable in Colorado County, Texas, and shall be construed according to the laws of the State of Texas, County of Colorado, notwithstanding the applicability of conflicts of laws principles. Venue shall only be proper in Colorado County for any dispute, cause of action or claim arising here under.
- 10.7 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

# COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 



## Statement of Work

- 1. Description of Equipment Services
  - 1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time
  - 1.2 Equipment Restoration. In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.
  - 1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.
  - 1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.
  - 1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.
- 2. Testing Equipment and Replacement Parts Navaids Only (ILS, LOC, GS, VOR, DME, NDB etc)
  - 2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.
- 3. Data Service NADIN
  - 3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.

# COMMISSIONER'S COURT REGULAR MEETING

## August 26, 2019

# \_15. Consent:

- a. Superheavy/Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/19/2019 8/19/2020).
- b. Certificate of Liability Insurance posted by S & S Irrigation, Inc. (8/13/2019 8/13/2020).

Motion by Commissioner Hahn to approve both Consent Items as presented; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered. (See Attachments)

# COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019

# Superheavy or Oversize Permit Bond (ANNUAL)

KNOW ALL MEN BY THESE PRESENTS:
KING WILLD HELVET THEEZ TREEZ TO
of
024, as Principal,
ryland,
, a corporation duly surety, are held and firmly bound unto County of ad Thousand and no/100 (\$100,000.00) Dollars, to e, we hereby bind ourselves, our heirs, executors,
such that the said Principal will make payment to y and all damages that my be sustained to any he County of Colorado, Texas by virtue of the al, for which permit is issued to operate under the -1, sec. 2.301.
all pay to the County of Colorado, Texas any and vay as above recited by virtue of the operation of referred to above during a period beginning with 2020, then this obligation to be null and void, aw.
, A.D. 2019 .
By: (Title)  Beverly A. Cummings Executive, Vice President Company of Maryland Surety
By: Desiree E. Westmoreland, Attorney-in-Fact

# COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig SMITH, David B. McKINNEY, Todd Alan RAMBO and Myriah A. VALDIVIA, all of Wichita, Kansas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of March, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







By:

Assistant Secretary
Dawn E. Brown

Vice President Robert D. Murray

State of Maryland County of Baltimore

On this 12th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

## COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.







Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

# COMMISSIONER'S COURT REGULAR MEETING

**AUGUST 26, 2019** 

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Hous	ton TX 77251				ADDRES	92:				
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107 5	Irrigation, Inc. Stockbridge			•	INSURE	c: The Hart	ford			
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	<del>                                     </del>							MED EXP (Any one person)	\$ 10,00	0
		ļ		•	1			PERSONAL & ADV INJURY	\$1,000	,000
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# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

August 26, 2019

\_16. Examine and approve all accounts payable and budget amendments.

Motion by Commissioner Hahn to approve all accounts payable; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

8/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA			RAL FUND CYCLE: ALL AUGUST 26, 2019	PAGE PREPARER:000
EPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUN
100-TOTAL REVENUES/CARRY-OVER				
TEXAS PARKS AND WILDLIFE DEPARTMENT	207564	Α	TPW FINE/CAUSE#180014/A8245133	115.6
TEXAS PARKS AND WILDLIFE DEPARTMENT	207565	Α	TPW FINE/CAUSE#180668/A8320787	70.5
TEXAS PARKS AND WILDLIFE DEPARTMENT	207566	Α	TPW FINE/CAUSE#180667/A8320788	70.5
TEXAS PARKS AND WILDLIFE DEPARTMENT	207567	Α	TPW FINE/CAUSE#190008/A8320797	70.5
DEPARTMENT TOTAL				327.2
400-COUNTY JUDGE				
GREATAMERICA FINANCIAL SVCS	207519	R	TOSHIBA E-ESTUDIO COPIER PMT	128.0
TIME WARNER CABLE ENTERPRISES LLC	207419	R	TRUNKED PHONE VOICE SERVICE	37.6
DEPARTMENT TOTAL				165.6
401-COMMISSIONER'S COURT				
CRAIN, CATON & JAMES, P.C.	207730	Α	LEGISLATIVE EFFORTS/INV#1202235	562.0
DEPARTMENT TOTAL				562.0
403-COUNTY CLERK				
BANKNOTE CORPORATION OF AMERICA	207699	Α	BANKNOTE SECURITY PAPER/IN1908093	1,931.0
PRESTIGE OFFICE PRODUCTS, LLC	207540	Α	OFFICE SUPPLIES/INV#114652	25.8
TIME WARNER CABLE ENTERPRISES LLC		R	TRUNKED PHONE VOICE SERVICE	56.4
DEPARTMENT TOTAL				2,013.
426-COUNTY COURT				
ADRIAN MILAN	207444	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
ADRIANA NAWARA	207446	, R	COUNTY COURT JURY DUTY ON 8-14-19	12.
ANDREW KOLLMANN	207458	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
ANTONIO SIERRA-MENDEZ	207465	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
BRANDY YOUNG	207436	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
BRIAN ANDERS	207440	R	COUNTY COURT JURY DUTY ON 8-14-19	12.0
BRIAN HENRY	207437	R	COUNTY COURT JURY DUTY ON 8-14-19	12.0
CANDACE CORLISS	207428	R	COUNTY COURT JURY DUTY ON 8-14-19	20.0
CODY GRAVES	207432	R	COUNTY COURT JURY DUTY ON 8-14-19	12.0
DEBORÁH HIGHBERG	207455	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
DEBRA CUMMINGS	207433	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
DWIGHT E. PESCHEL	207651	Α	MILEAGE/VISITING JUDGE ON 8-21-19	102.
EDWIN BROWN	207438	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
ELAINE WAVRA	207463	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
HAILEY FERGUSON	207459	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
JACOB WARSCHAK	207431	R	COUNTY COURT JURY DUTY ON 8-14-19	20.
JAMES UNTERMEYER	207448	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
JOHN WILSON	207457	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
	207456	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
JOHNNIE SHUPAK	207466	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
KAITLYN HANNA	207427	R		20.
LAURALEE EDMUNDS	207452	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
LEONARD SCHRIEFFER	207429	R	COUNTY COURT JURY DUTY ON 8-14-19	20.
MARGIE SEIDL	207429	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
MARY DOWDY	207439	R	COUNTY COURT JURY DUTY ON 8-14-19	20.
MARY JENKINS	207441	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
MARY LORAINE GAST	207449	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
MATTHEW MANASCO	207426	R	COUNTY COURT JURY DUTY ON 8-14-19	20.
MEREDITH RAY	207467	R	COUNTY COURT JURY DUTY ON 8-14-19	12.
MIGUEL TORRES		R	COUNTY COURT JURY DUTY ON 8-14-19	12
NIKKIA OLIVER	207462	A	COURT REPORTER ON 8-14/INV#127	375
PATRICIA WAGNER	207538		COUNTY COURT JURY DUTY ON 8-14-19	. 12.
RANDY BECKER	207450 207447	R R	COUNTY COURT JURY DUTY ON 8-14-19	12.
RODNEY LUETGE	Z117447			

# COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

E:08:41 AM CLA				PREPARER:0
ARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMO
RUBY MILTENBERGER	207464	R	COUNTY COURT JURY DUTY ON 8-14-19	12
SANDRA DAWSON	207460	R	COUNTY COURT JURY DUTY ON 8-14-19	12
SHAWN CLAPPER	207451	R.	COUNTY COURT JURY DUTY ON 8-14-19	12
SHAWN EVANS	207435	R	COUNTY COURT JURY DUTY ON 8-14-19	12
	207461	R	COUNTY COURT JURY DUTY ON 8-14-19	12
SHAYNA KARSTADT THOMAS PERRIN	207453	R	COUNTY COURT JURY DUTY ON 8-14-19	12
		R	COUNTY COURT JURY DUTY ON 8-14-19	12
TOM MAY	207434		INTERPRETER SVCS ON 8-7 & 8-21	400
URSULA S. STEPHENS	207654	A	COUNTY COURT JURY DUTY ON 8-14-19	12
VERNITA BARROW	207443	R		12
WILLEY WILLIAMSON	207454	R	COUNTY COURT JURY DUTY ON 8-14-19	12
WILLIAM VAWTERS	207442	R	COUNTY COURT JURY DUTY ON 8-14-19	
DEPARTMENT TOTAL				1,429
8-PUBLIC DEFENDER				
KEVIN DUNN	207610	Α	VOIRE DIRE CD	37
PRESTIGE OFFICE PRODUCTS, LLC	207689	Α	FOLDERS/INV#114698	28
TIME WARNER CABLE ENTERPRISES LLC	207422	R	TRUNKED PHONE VOICE SERVICE	18
DEPARTMENT TOTAL				, 85
5-DISTRICT COURT				
SOUTH TEXAS FORENSIC PSYCHOLOGY	207552	Α	COMPETENCY EVALUATION/CAUSE#18-154	1,200
TRANSLINGUA SPANISH COMMUNICATIONS	207572	Α	INTERPRETING SVCS/INV#2662538	684
DEPARTMENT TOTAL				1,884
0-DISTRICT CLERK				
CHASE CARD SERVICES	207706	Α	FAXAGE FOR EMS	3
GREATAMERICA FINANCIAL SVCS	207642	R	DIST CLK COPIER LEASE/INV#25347650	118
TIME WARNER CABLE ENTERPRISES LLC	207415	R	TRUNKED PHONE VOICE SERVICE	37
DEPARTMENT TOTAL	201;110	.,		159
1-JUSTICE OF THE PEACE #1				
	207648	Α	TISSUES/INV#114637	13
XEROX FINANCIAL SERVICES	207631	A	XEROX COPIER LEASE PMT/INV#1730394	125
DEPARTMENT TOTAL	207031		,	138
2-JUSTICE OF THE PEACE #2	-			
AT&T MOBILITY	207559	R	CELL PHONE CHGS/INV#15229843	26
BOE REEVES	207474	A	MILEAGE (6/26/19 - 8/14/19)	165
NEWWAVE COMMUNICATIONS	207536	R	AUG INTERNET SVC/ACCT#127120608	93
XEROX FINANCIAL SERVICES	207632	A	XEROX COPIER LEASE PMT/INV#1730394	125
DEPARTMENT TOTAL	201032	^	ALKON BOLIEK ELMOL IIII III III III III	410
3-JUSTICE OF THE PEACE #3				
JENNIFER STANCIK	207641	Α	MILEAGE TO LEGISLATIVE UPDATE	119
PRESTIGE OFFICE PRODUCTS, LLC	207616	A	OFFICE SUPPLIES/INV#114662,114688	212
•	207617	A	OFFICE SUPPLIES/INV#114673	
PRESTIGE OFFICE PRODUCTS, LLC	207640	A	OFFICE SUPPLIES/INV#114629,114647	327
PRESTIGE OFFICE PRODUCTS, LLC		A	3-HOLE PUNCH/INV#114711	32
PRESTIGE OFFICE PRODUCTS, LLC	207698			37
TIME WARNER CABLE ENTERPRISES LLC	207421	R	TRUNKED PHONE VOICE SERVICE	125
XEROX FINANCIAL SERVICES DEPARTMENT TOTAL	207633	Α	XEROX COPIER LEASE PMT/INV#1730394	86
/- HIGTIGE OF THE DEADS 44				
4-JUSTICE OF THE PEACE #4 TIME WARNER CABLE ENTERPRISES LLC	207413	R	PHONE & INTERNET AT JP#4	129

0475-COUNTY ATTORNEY

# COMMISSIONER'S COURT REGULAR MEETING

# AUGUST 26, 2019

08/26/2019FUND/DEPARTMENT/VENDOR INVO			ERAL FUND CYCLE: ALL AUGUST 26, 2019	PAGE 3	
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUN	
CHASE CARD SERVICES	207702	Α	LAW BOOKS & MANUALS FOR CO ATTY	663.2	
NATIONAL NOTARY ASSOCIATION	207718	Α	HOW-TO GUIDE FOR NOTARIES	38.0	
TDCAA	207715	Α	KEY PERSONNEL & VAC SEMINAR	350.0	
TDCAA	207716	Α	KEY PERSONNEL & VAC SEMINAR	350.0	
THE PRODUCTIIVITY CENTER, INC.	207570	Α		162.0	
TIME WARNER CABLE ENTERPRISES LLC	207420	R		75.2	
XEROX FINANCIAL SERVICES DEPARTMENT TOTAL	207637	A	XEROX COPIER LEASE PMT/INV#1730394	300.0 1,938.5	
0495-COUNTY AUDITOR'S OFFICE					
TIME WARNER CABLE ENTERPRISES LLC	207417	R	TRUNKED PHONE VOICE SERVICE	37.6	
XEROX FINANCIAL SERVICES	207634	A	XEROX COPIER LEASE PMT/INV#1730394	125.00	
DEPARTMENT TOTAL				162.6	
0497-COUNTY TREASURER		_		18.8	
TIME WARNER CABLE ENTERPRISES LLC DEPARTMENT TOTAL	207418	R	TRUNKED PHONE VOICE SERVICE	18.8	
0499-TAX ASSESSOR-COLLECTOR					
TIME WARNER CABLE ENTERPRISES LLC	207416	R	TRUNKED PHONE VOICE SERVICE	37.6	
DEPARTMENT TOTAL				37.6	
0510-COURTHOUSE BUILDING				4 450 0	
A-1 SHINER FIRE & SAFETY, INC.	207580	Α	ANNUAL FIRE EXTINGUISHER INSPECTION	1,459.9	
A-LINE AUTO PARTS	207472	A	V-BELT/CUST#46398	21.4	
A-LINE AUTO PARTS	207700	Α	EDGER BLADES/CUST#46398	25.8 1.301.4	
CHAMPION ENERGY SERVICES, LLC	207479	Α	ANNEX ELECTRICITY TO 8-5	292.6	
CHAMPION ENERGY SERVICES, LLC	207480	A	JP#3 ELECTRICITY TO 8-5	2,402.8	
CHAMPION ENERGY SERVICES, LLC	207481	A	COURTHOUSE ELECTRICITY TO 8-5	485.3	
CHAMPION ENERGY SERVICES, LLC	207482	A	EXTENSION SVC ELECTRICITY TO 8-5	169.2	
CHAMPION ENERGY SERVICES, LLC	207483	A	RMO/MAINT ELECTRICITY TO 8-5 TRAVIS STREETLIGHTS TO 8-5	6.6	
CHAMPION ENERGY SERVICES, LLC	207484	A	SPRING STREETLIGHTS TO 8-5	14.5	
CHAMPION ENERGY SERVICES, LLC	207485	A		48.0	
COLORADO FEED CO.	207508	A	RANGER PRO/INV#174754	33.5	
COLUMBUS PLUMBING & SERVICE, INC.		A	FOUNTAIN PARTS/INV#2711	8.0	
COLUMBUS PLUMBING & SERVICE, INC.		A	SLOAN/INV#2704 FOUNTAIN PART/INV#2731	25.5	
COLUMBUS PLUMBING & SERVICE, INC.		A	CHECK NETWORK CABLES & REPAIR FAX	60.0	
CONDRA COMMUNICATIONS	207515 207517	A	HAND RAIL FOR DISTRICT COURTROOM	400.0	
DRYMALLA CONSTRUCTION CO. INC.	207639	R	DEPOSIT FOR TILE IN DISPATCH	609.2	
EL CAMPO CARPET ONE	207520	A	CLEANING SUPPLIES/INV#1714382	178.7	
GULF COAST PAPER CO., INC.	207522	Â	CLEANING SUPPLIES/INV#1714625	49.7	
GULF COAST PAPER CO., INC.	207652	A	CLEANING SUPPLIES/INV#1711403	104.8	
GULF COAST PAPER CO., INC. SYNCB/AMAZON	207557	A	CYLINDRICAL DOOR HANDLE W/LOCK	346.4	
TOEPPERWEIN AIR-CONDITIONING	207676	A	A/C REPAIRS @ EMS/INV#13252	311.7	
TOEPPERWEIN AIR-CONDITIONING	207677	A	JOHNSON CONTROLS TECH INV/INV#13266	843.0	
WALMART COMMUNITY/RFCSLLC	207574	A	CLEANING SUPPLIES/TR#03019	24.6	
WALMART COMMUNITY/RFCSLLC	207575	A	FANS/TR#03019	31.4	
WALMART COMMUNITY/RFCSLLC	207576	A		7.9	
WALMART COMMUNITY/RFCSLLC	207577	A	PRINTER CARTRIDGE & BINDERS/TR#4332	25.5 9,288.1	
DEPARTMENT TOTAL				7,200.1	
0530-EMERGENCY MANAGEMENT	207527	А	REPLACE COAX & EAGLE LAKE SITE	460.0	
J&C TOWER SERVICES	201321	А	KEPLAGE COMA W ENGLE LAKE OTTE	460.0	
DEPARTMENT TOTAL	4				

0540-EMS DIRECTOR/AMBULANCE

/26/2019FUND/DEPARTMENT/VENDOR INVOICE LISTING 0012 GENERAL FUND CYCLE: ALL ME:08:41 AM CLAIMS FOR PAYMENT AS OF AUGUST 26, 2019					
ARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOU	
A-1 SHINER FIRE & SAFETY, INC.	207469	Α	ANNUAL FIRE EXTINGUISHER INSPECTION	75.0	
A-1 SHINER FIRE & SAFETY, INC.	207470	Α	ANNUAL FIRE EXTINGUISHER INSPECTION	240.8	
A-1 SHINER FIRE & SAFETY, INC.	207471	Α	ANNUAL FIRE EXTINGUISHER INSPECTION	110.3	
BEARCOM	207585	A A	(3) KENWOOD RAPID CHARGERS/#4873871	168.0	
BOUND TREE MEDICAL, LLC			MEDICAL SUPPLIES/INV#83301901	150.6	
BOUND TREE MEDICAL, LLC		· A	MEDICAL SUPPLIES/INV#83309995	140.1	
CHASE CARD SERVICES	207704	Α	DSHS REGULATORY PORGRAM	62.0	
CHASE CARD SERVICES	207705	A	TX EMS CONF REGISTRATION	900.0 7.5	
COLORADO CO TAX ASSESSOR/COLLECTOR		A	VEHICLE REG RENEWAL/LP#1229236	7.:	
COLORADO CO TAX ASSESSOR/COLLECTOR	207722	A	VEHICLE REG RENEWAL/LP#1318046 VEHICLE REG RENEWAL/LP#1318071	7.	
COLORADO CO TAX ASSESSOR/COLLECTOR	207723	A	STATE INSPECTION/INV#1889	7.0	
COLUMBUS TIRE CENTER	207596 207599	A	JULY EMS BILLING SVC/INV#036682	2,452.5	
EMS MANAGEMENT & CONSULTANTS, INC.	207600	A	(4) LIFEPAK 1000/INV#76686,76684-1	3,224.0	
FOREMOST MEDICAL EQUIPMENT GARWOOD VOLUNTEER FIRE DEPT	207602	Ā	DONATION TO LUCAS CHEST COMPRESSION	2,250.0	
HENRY SCHEIN INC.	207606	Ā	MEDICAL SUPPLIES/INV#67770442	431.9	
HENRY SCHEIN INC.	207724	A	MEDICAL SUPPLIES/INV#68005258	70.	
J & W AUTO PARTS	207608	A	ANT I FREEZE/CUST#1445	18.	
O'REILLY AUTO PARTS	207615	Ä	PARTS/CUST#1269382	38.	
O'REILLY AUTO PARTS	207646	A	OIL FILTERS & OIL/CUST#1269382	63.	
O'REILLY AUTO PARTS	207647	A	AIR PLUG & AIR CHUCK/CUST#1269382	9.	
O'REILLY AUTO PARTS	207725	A	PARTS/CUST#1269382	905.	
PRAXAIR DISTRIBUTION, INC.	207726	A	OXYGEN/INV#91144207	364.	
PRESTIGE OFFICE PRODUCTS, LLC	207539	A	BAL DUE ON OFFICE SUPPLS/INV#114224	5.	
PRESTIGE OFFICE PRODUCTS, LLC	207618	Α	OFFICE SUPPLIES/INV#114577	224.	
QUADMED, INC.	207619	Α	MEDICAL SUPPLIES/INV#154071,154332	859.	
QUADMED, INC.	207620	Α	MEDICAL SUPPLIES/INV#154321,154406	738.	
QUADMED, INC.	207621	Α	MEDICAL SUPPLIES/INV#154431	8.	
QUADMED, INC.	207727	Α	MEDICAL SUPPLIES/INV#154434,154438	34.	
QUADMED, INC.	207728	Α	MEDICAL SUPPLIES/INV#154443,154446	75.	
ROSENBAUM ELECTRIC	207543	Α	REPLACE LIGHTS IN CARGO TRAILER	2,602.	
TIME WARNER CABLE ENTERPRISES LLC	207409	R	INTERNET AT SVCS FACILITY	120.	
TIME WARNER CABLE ENTERPRISES LLC	207412	R	INTERNET, CABLE, & PHONE AT EL EMS	304.	
WALMART COMMUNITY/RFCSLLC	207630	Α		15.	
XEROX FINANCIAL SERVICES DEPARTMENT TOTAL	207635	А	XEROX COPIER LEASE PMT/INV#1730394	150. 16,845.	
5-911 RURAL ADDRESSING				700	
SYNCB/AMAZON	207563	Α	HP COLOR LASERJET PRINTER	399. 399.	
DEPARTMENT TOTAL				377.	
0-COUNTY SHERIFF	207/77		TOLOTHETE TRAINING EVPS	38.	
ASHLEY PLUT	207473	A	TCIC/TLETS TRAINING EXPS iPAD/INV#15000420	281.	
AT&T MOBILITY	207541	R	iPAD/INV#15000420 iPAD MOBILE BROADBAND/INV#15000420	54.	
AT&T MOBILITY	207546	R R R	(6) PHONE XR'S/INV#15114722	1,261.	
AT&T MOBILITY	207551 207555	В	CELL PHONE CHGS/INV#15114722	435.	
AT&T MOBILITY	207560	R	CELL PHONE CHGS/INV#15229843	13.	
AT&T MOBILITY	207476	A	TAHOE REPAIRS/INV#300727	1,023.	
BRASHER MOTOR CO. OF WEIMAR, INC	207643	Ä	(2) 43" SMART TVS FOR DISPATCH	1,215.	
CDW GOVERNMENT	207644	Ā	DELL MONITOR & CABLES/INV#TMX9241	475.	
CDW GOVERNMENT	207645	Â	PLANTRONICS HEADSET PARTS/#TMX5342	122.	
COLORADO CO TAX ASSESSOR/COLLECTOR	207408	R	VEHICLE REG RENEWAL/LP#KFD7376	7.	
COLUMBUS TIRE CENTER	207595	A	TIRE MOUNTING/INV#1918	106.	
FEDERAL EXPRESS CORP	207601	A	SHIPPING CHGS/INV#6-707-22254	33.	
INTELLICHOICE, INC.	207526	A	EFORCE ANNUAL LICENSE & SUPPORT	1,400.	
LAURE CHOLLETT	207532	A	TCIC/TLETS TRAINING EXPS	35.	

08/26/2019FUND/DEPARTMENT/VENDOR INV			ERAL FUND CYCLE: ALL AUGUST 26, 2019	PAGE 5 PREPARER:0004
DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUNT
NATIONAL SHERIFFS' ASSOCIATION	207613 207537 207614 207711	А	NSA MEMBERSHIP DUES	115.00
O'REILLY AUTO PARTS	207537	Α	PARTS/CUST#1269383	29.96
O'REILLY AUTO PARTS	207614	A A	PARTS/CUST#1269383	16.74
O'REILLY AUTO PARTS	207711	Α	PARTS/CUST#1269383	13.47
SARA RODRIGUEZ	207614 207711 207544 207547 207549 207624 207712 207562 207627 207714 207675 207571 207578 207579	Α	TCIC/TLETS TRAINING EXPS	38.22
SCHNEIDER TIRE & LUBE LLC	207547	Α	STATE INSPECTION/INV#27862	7.00
SCHNEIDER TIRE & LUBE LLC	207549	Α	OIL CHG/INV#27857	44.98
SCHNEIDER TIRE & LUBE LLC	207624	Α	OIL CHG/INV#27936	44.98
SCHNEIDER TIRE & LUBE LLC	207712	Α	OIL CHG & TIRE MOUNTING/INV#27984	132.96
SYNCB/AMAZON	207562	A	(20) USB CAR CHARGERS	146.20
TCOLE	207627	Α	TCOLE REGISTRATION/ORDER#12159	150.00
TEEX	207714	Α	ONLINE BASIC CORRECITONS CRSE	250.00
TIME WARNER CABLE ENTERPRISES LLO	207675	Α	FIBER INTERNET @ JAIL	1,114.82
TOMMIE VAUGHN AUTO COUNTRY, INC.	207571	Α	FIBER INTERNET @ JAIL OIL CHG/INV#136434	60.86
WATCHGUARD, INC.	207578	Α	LOCKING CHEST MOUNT/#RMAINVOO01420	50.00
WEIMAR VETERINARY CLINIC	207579	Α	RANCH CALL & DART FEE ON STRAY DOG	115.00
DEPARTMENT TOTAL				8,833.45
0565-OPERATION OF JAIL				
A L & M BUILDING SUPPLY	207468	Α	SPRAY HEAD/CUST#5134	7.49
A L & M BUILDING SUPPLY	207649 207478 207659 207486 207487	A	FLUOR TUBE LIGHTS/CUST#5134	29.96
BRYAN RADIOLOGY ASSOCIATES	207478	. А	RADIOLOGY/BRA81606/7-5-19/INMATE	40.63
BRYAN RADIOLOGY ASSOCIATES	207659	Α	RADIOLOGY/BRA81606/7-5-19/INMATE	8.55
CLINICAL SOLUTIONS PHARMACY	207486	Α	JULY INMATE MEDICINE	12.33
CLINICAL SOLUTIONS PHARMACY	207487	Α	JULY INMATE MEDICINE	16.55
CLINICAL SOLUTIONS PHARMACY	207487 207488 207489	Α	JULY INMATE MEDICINE	15.75
CLINICAL SOLUTIONS PHARMACY				59.03
CLINICAL SOLUTIONS PHARMACY	207490 207491	Α	JULY INMATE MEDICINE	89.42
CLINICAL SOLUTIONS PHARMACY	207491	Α	JULY INMATE MEDICINE	45.48
CLINICAL SOLUTIONS PHARMACY	207492 207493 207494 207495 207496	Α	JULY INMATE MEDICINE	49.06
CLINICAL SOLUTIONS PHARMACY	207493	Α	JULY INMATE MEDICINE	22.29
CLINICAL SOLUTIONS PHARMACY	207494	Α	JULY INMATE MEDICINE	27.11
CLINICAL SOLUTIONS PHARMACY	207495	Α	JULY INMATE MEDICINE	5.96
CLINICAL SOLUTIONS PHARMACY	207496	Α	JULY INMATE MEDICINE	83.53
CLINICAL SOLUTIONS PHARMACY				52.41
CLINICAL SOLUTIONS PHARMACY	207498	Α	JULY INMATE MEDICINE	15.16
CLINICAL SOLUTIONS PHARMACY	207497 207498 207499	Α	JULY INMATE MEDICINE	46.34
CLINICAL SOLUTIONS PHARMACY	207500	Α	JULY INMATE MEDICINE	8.12
CLINICAL SOLUTIONS PHARMACY	207501	Α	JULY INMATE MEDICINE	12.05
CLINICAL SOLUTIONS PHARMACY	207502	Α	JULY INMATE MEDICINE	9.62
CLINICAL SOLUTIONS PHARMACY	207503	Α	JULY INMATE MEDICINE	12.27
CLINICAL SOLUTIONS PHARMACY	207503 207504	Α	JULY INMATE MEDICINE	38.04
CLINICAL SOLUTIONS PHARMACY	207505 207662 207513	Α	JULY INMATE MEDICINE	14.69
COLUMBUS COMMUNITY HOSPITAL	207662	Α	HOSP CHGS/20310459/5-22-19/INMATE	2,279.48
COLUMBUS MEDICAL CLINIC	207513	Α	PRE-EMPLOYMENT PHYSICAL/303009/6-3	123.00
CONCORD MEDICAL GROUP, PLLC	207514	Α	PHYSICIAN SVCS/82826416/7-3/INMATE	105.40
DOUBLE "C" PEST CONTROL	207598	Α		60.00
H.E. BUTT GROCERY COMPANY	207523	Α		100.98
H.E. BUTT GROCERY COMPANY	207603	Α	FOOD FOR INMATE/INV#054467	31.39
H.E. BUTT GROCERY COMPANY	207653	Α	BREAD, BUNS & FOOD/INV#059816	94.04
LABATT FOOD SERVICE	207530	A	WEEKLY FOOD ORDER/INV#08153050	894.92
LABATT FOOD SERVICE	207531	A	WEEKLY FOOD ORDER/INV#08122125	1,087.91
LABATT FOOD SERVICE	207611	A	WEEKLY FOOD ORDER/INV#08191141	1,164.05
MATERA PAPER COMPANY	207533	A	BATH TISSUE/INV#H454302	302.61
SEALY DENISTRY - SEALY PLLC	207550	A	INMATE DENTAL WORK/4189077210	390.00
SEALY DENISTRY - SEALY PLLC	207625	A	INMATE DENTAL WORK/ACCT#4189077209	2,075.00
SEALY DENISTRY - SEALY PLLC	207626	A	INMATE DENTAL WORK/ACCT#41890772211	114.00
SEAL DESIGNATION OFFICE AFFO			*	

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EPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUNT
SOUTHERN HEALTH PARTNERS, INC	207554	А	SEPT INMATE MEDICAL CONTRACT SVCS	9,096.88
WALMART COMMUNITY/RFCSLLC	207655	Α	MEDICAL SUPPLIES/TR#09407	7.46
XEROX FINANCIAL SERVICES DEPARTMENT TOTAL	207636	A	XEROX COPIER LEASE PMT/INV#1730394	250.00 18,898.96
585-INFORMATION TECHNOLOGY				
AT&T MOBILITY	207553		CELL PHONE CHGS/INV#15114722	50.07
AT&T MOBILITY	207558	R	CELL PHONE CHGS/INV#15229843	1.98
TIME WARNER CABLE ENTERPRISES LLC	207424	R		18.82 19,733.33
iDOCKET.COM LLC DEPARTMENT TOTAL	207525.	А	CO CLERK SOFTWARE SUPPORT FINAL PMT	19,804.20
640-CONTRACT SERVICES				
HENNEKE FUNERAL HOME, LTD.	207604	A	TRANSPORT BODY FOR AUTOPSY ON 8-12	800.00
HENNEKE FUNERAL HOME, LTD. DEPARTMENT TOTAL	207605	A	TRANSPORT BODY FOR AUTOPSY ON 8-14	800.00 1,600.00
645-INDIGENT HEALTH CARE				
BRYAN RADIOLOGY ASSOCIATES	207477	Α	RADIOLOGY/BRA89461/8-1-19/IHC	83.67
COLUMBUS COMMUNITY HOSPITAL	207509	Α	HOSP CHGS/20317415/7-17-19/IHC	1,674.01
COLUMBUS COMMUNITY HOSPITAL	207510	Α	HOSP CHGS/20316919/7-11-19/IHC	1,291.18 326.83
COLUMBUS COMMUNITY HOSPITAL	207511	A	HOSP CHGS/20318043/7-19-19/IHC	160.2
COLUMBUS COMMUNITY HOSPITAL	207512	A	HOSP CHGS/20317243/7-15-19/IHC	73.00
COLUMBUS MEDICAL CLINIC	207663	A	OFFICE VISIT/308084/8-5-19/IHC ANESTHESIA SVCS/1343109/7-17-19/IHC	198.6
HUFFMAN ANESTHESIA, PLLC	207664	A R	TRUNKED PHONE VOICE SERVICE	18.8
TIME WARNER CABLE ENTERPRISES LLC UTMB AT GALVESTON	207423 207678	A	HOSP CHGS/H102296676400/8-19/IHC	77.5
UTMB FACULTY GROUP PRACTICE	207680	Ā	PHYSICIAN SVCS/P1107653910/7-9-19	95.54
UTMB FACULTY GROUP PRACTICE	207681	Ā	PHYSICIAN SVCS/P1107653920/7-29-19	65.29
DEPARTMENT TOTAL	<u> </u>	•	,	4,064.70
665-AGRI EXTENSION SERVICE		_		120.62
TIME WARNER CABLE ENTERPRISES LLC	207410	R	INTERNET AT EXTENSION SVC	477.77
XEROX FINANCIAL SERVICES DEPARTMENT TOTAL	207638	А	XEROX COPIER LEASE PMT/INV#1730394	598.39
680-DEPT OF PUBLIC SAFETY				450.00
APPLIED CONCEPTS, INC.	207719	A	RADAR REPAIR/INV#352475	150.00 865.90
AT&T MOBILITY	207521	R	(4) CELL PHONES FOR DPS/INV#15000420	276.20
AT&T MOBILITY	207548	R		188.2
AT&T MOBILITY	207556	R	CELL PHONE CHGS/INV#15114722 CELL PHONE CHGS/INV#15229843	7.92
AT&T MOBILITY DEPARTMENT TOTAL	207561	R	CELL PHONE CHGS/INV#13227043	1,488.3
695-MISCELLANEOUS				
CHASE CARD SERVICES	207703	Α	USPS CHGS	71.1
COLORADO COUNTY CITIZEN	207475	Α	HELP WANT AD/ASST AUDITOR/#101881	108.00
COLORADO COUNTY CITIZEN	207506	A	HELP WANT AD/JAILER/ACCT#117014	54.00
COLORADO COUNTY CITIZEN	207507	A	HELP WANT AD/ELECTIONS ADMIN/101946	56.50 32.00
COLORADO COUNTY CITIZEN	207587	A	SALARY HEARING NOTICE/ACCT#101881	48.0
COLORADO COUNTY CITIZEN	207661	A	INDIGENT HEALTH CARE PROG YEARLY AD	20.0
DON MOSCARELLI	207516	A	(2) COYOTE BOUNTIES HELP WANT AD/ELECTION ADMIN/ID#815	21.1
EAGLE LAKE HEADLIGHT	207518	. Α Δ	STANDARD NOTARY PACKAGE/S. JONES	210.0
NATIONAL NOTARY ASSOCIATION	207717	A A	MAIL MACHINE LEASE PMT/INV#N7872761	223.86
NEOPOST USA INC	207709 207542	A	PAPER/INV#114664	281.94
PRESTIGE OFFICE PRODUCTS, LLC				

# COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2	201	9
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EPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOL
TIME WARNER CABLE ENTERPRISES LLC	207411	R	FIBER INTERNET AT CRTHOUSE		653
TIME WARNER CABLE ENTERPRISES LLC	207425	R	TRUNKED PHONE VOICE SERVICE		56.
DEPARTMENT TOTAL					1,874
FUND TOTAL					94,479
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/26/2019FUND/DEPARTMENT/VENDOR INVOICE	LISTING 00'	1/ 4100/	DET ELIND CYC	E: ALL	PAGE
	IMS FOR PAYMENT				PREPARER:00
PARTMENT .					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		JOMA
20-AIRPORT FUND EXPENDITURES					
RISE BROADBAND	207623	Α	INTERNET @ AIRPORT		70
TRI-COUNTY PETROLEUM, INC.	207628	Α	2000 GALS JET A FUEL/INV#88718		4,977
DEPARTMENT TOTAL					5,048
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FUND TOTAL	•	,	•		5,048
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B/26/2019FUND/DEPARTMENT/VENDOR INVOICE			PCT #1 CYC AUGUST 26, 2019	LE: ALL	PAGE PREPARER:0
8/26/2019FUND/DEPARTMENT/VENDOR INVOICE ME:08:41 AM CLA				LE: ALL	
8/26/2019FUND/DEPARTMENT/VENDOR INVOICE				LE: ALL	
8/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA EPARTMENT NAME-OF-VENDOR	AIMS FOR PAYMENT	AS OF	AUGUST 26, 2019	LE: ALL	PREPARER:0
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE PARTMENT NAME-OF-VENDOR 521-R&B #1 TOTAL DISBURSEMNTS	INVOICE-NO	AS OF	AUGUST 26, 2019 DESCRIPTION-OF-INVOICE	LE: ALL	PREPARER:0
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA  EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS  ALLEYTON RESOURCE COMPANY LLC	INVOICE-NO	AS OF	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224	LE: ALL	PREPARER: 0
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE ME:08:41 AM CL# EPARTMENT NAME-OF-VENDOR 521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY	INVOICE-NO 207581 207582	AS OF S A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457	LE: ALL	PREPARER: 0 AMC 1,344 5,249
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR S21-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY	INVOICE-NO  207581 207582 207583	S A A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629	LE: ALL	PREPARER: 0 AMC 1,344 5,245 3,942
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY	INVOICE-NO  207581 207582 207583 207584	S A A A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776	LE: ALL	PREPARER: 0 AMO 1,344 5,249 3,942 3,971
8/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR	INVOICE-NO  207581 207582 207583 207584 207697	S A A A A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513	LE: ALL	PREPARER: 0  1,344 5,245 3,942 3,971
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC.	INVOICE-NO  207581 207582 207583 207584 207697 207588	AS OF S A A A A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12679 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961	LE: ALL	PREPARER: 0  1,344 5,245 3,942 3,977 7 394
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE IME:08:41 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC.	207581 207582 207583 207583 207584 207697 207588 207589	AS OF  S  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093	LE: ALL	PREPARER: 0  1,344 5,249 3,942 3,977 7 394 134
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE  207581 207582 207583 207583 207584 207697 207588 207589 207590	AS OF  S  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093		PREPARER: 0  1,344 5,245 3,942 3,971 77 394 134	
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE ME:08:41 AM CLE PARTMENT NAME-OF-VENDOR  S21-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC.	207581 207582 207583 207584 207697 207588 207589 207590 207590	AS OF  S  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 HOSES/INV#390093 600 GALS GAS,1786 GALS DIESL/390		PREPARER: 0  1,344 5,245 3,942 3,971 7 394 134 134 5,159
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC.	207581 207582 207583 207584 207697 207588 207589 207590 207591 207591	AS OF  S  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727		PREPARER: 0  1,344 5,245 3,942 3,971 7 394 134 5,155 275
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA  EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLUMBUS ALTERNATOR AND STARTER COLUMBUS TIRE CENTER	207581 207582 207582 207583 207584 207697 207588 207589 207590 207591 207591 207592 207597	AS OF  S  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816		PREPARER: 0  1,344 5,249 3,947 7 394 134 5,159 275 40
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLA  EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO STATERNATOR AND STARTER COLUMBUS ALTERNATOR AND STARTER HOFFER TRUCK COMPANY, INC.	207581 207582 207582 207582 207583 207584 207697 207588 207589 207590 207591 207592 207597 207607	AS OF  S  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12679 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 HOSES/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813		PREPARER: 0  1,344 5,249 3,942 3,971 7 394 134 5,159 275 40 285
3/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLOMBUS TIRE CENTER HOFFER TRUCK COMPANY, INC. NADA GARAGE & SERVICE STATION	207581 207582 207582 207583 207584 207589 207589 207590 207591 207592 207597 207607 207612	AS OF  A A A A A A A A A A A A A A A A A A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 HOSES/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813 (2) INSPECTIONS/INV#237795		PREPARER: 0  1,344 5,249 3,942 3,971 7 394 134 5,159 275 40 285
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLUMBUS ALTERNATOR AND STARTER COLUMBUS TIRE CENTER HOFFER TRUCK COMPANY, INC. NADA GARAGE & SERVICE STATION QUALITY HOT-MIX, INC.	207581 207582 207583 207584 207697 207588 207589 207590 207591 207592 207597 207607 207607 207612 207669	AS OF  S  A  A  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813 (2) INSPECTIONS/INV#237795 87.48 TONS COLDMIX/INV#25234		PREPARER:0  1,344 5,249 3,942 3,971 7 394 134 5,159 275 40 285 14 6,298
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLUMBUS ALTERNATOR AND STARTER COLUMBUS TIRE CENTER HOFFER TRUCK COMPANY, INC. NADA GARAGE & SERVICE STATION QUALITY HOT-MIX, INC. TEGELER CHEVROLET INC.	207581 207582 207582 207582 207584 207697 207588 207590 207590 207591 207592 207597 207607 207607 207612 207669 207674	AS OF  S  A  A  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813 (2) INSPECTIONS/INV#237795 87.48 TONS COLDMIX/INV#25234 2008 INTERNATIONAL TRUCK		PREPARER: 0  1,344 5,249 3,942 3,971 7 394 134 5,159 275 40 285 14 6,298
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE ME:08:41 AM CLA  EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO CO TAX ASSESSOR/COLLECTOR COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLUMBUS ALTERNATOR AND STARTER COLUMBUS TIRE CENTER HOFFER TRUCK COMPANY, INC. NADA GARAGE & SERVICE STATION QUALITY HOT-MIX, INC. TEGELER CHEVROLET INC. WALLER COUNTY ASPHALT, INC	207581 207582 207583 207584 207697 207588 207589 207590 207591 207592 207597 207607 207607 207612 207669	AS OF  S  A  A  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813 (2) INSPECTIONS/INV#237795 87.48 TONS COLDMIX/INV#25234		PREPARER: 0 1,344 5,245 3,947 7,7 394 134 5,155 275 40 285 14 6,298 18,000 2,678
B/26/2019FUND/DEPARTMENT/VENDOR INVOICE IME:08:41 AM CLE EPARTMENT NAME-OF-VENDOR  521-R&B #1 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC AUSTIN WHITE LIME COMPANY AUSTIN WHITE LIME COMPANY COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLORADO COUNTY OIL CO., INC. COLUMBUS ALTERNATOR AND STARTER COLUMBUS TIRE CENTER HOFFER TRUCK COMPANY, INC. NADA GARAGE & SERVICE STATION QUALITY HOT-MIX, INC. TEGELER CHEVROLET INC.	207581 207582 207582 207582 207584 207697 207588 207590 207590 207591 207592 207597 207607 207607 207612 207669 207674	AS OF  S  A  A  A  A  A  A  A  A  A  A	AUGUST 26, 2019  DESCRIPTION-OF-INVOICE  86.75 TONS GRAVEL/INV#273224 1000 BAGS LIME/INV#12457 25.91 TONS QUICKLIME/INV#12629 26.1 TONS QUICKLIME/INV#12776 VEHICLE REG RENEWAL/LP#9012513 DRUM OF OIL/INV#389961 GREASE/INV#390093 600 GALS GAS,1786 GALS DIESL/390 REBUILT ALTERNATOR/INV#746727 FLAT REPAIR/INV#1816 PARTS/INV#278644, 278813 (2) INSPECTIONS/INV#237795 87.48 TONS COLDMIX/INV#25234 2008 INTERNATIONAL TRUCK		PREPARER:0  1,344 5,249 3,942 3,971 7 394 134 5,159 275 40 285 14 6,298

# COMMISSIONER'S COURT REGULAR MEETING

ΑU	GU	ST	26,	201	19
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	6/2019FUND/DEPARTMENT/VENDOR INVOICE :08:41 AM CLAI			PCT #2 CYC AUGUST 26, 2019	LE: ALL	PAGE 10 PREPARER:0004
DEPAI	RTMENT					
	NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0422	DOT #2 TOTAL DISCUSSIONE					
0022	-PCT #2 TOTAL DISBURSEMNTS ALLEYTON RESOURCE COMPANY LLC	207656	А	52.59 TONS GRAVEL/INV#274451		815.15
	ALLEYTON RESOURCE COMPANY LLC	207657	Â	27.2 TONS GRAVEL/INV#274519		421.60
	BERNARDO TRUCKING COMPANY .	207658	A	79.79 TONS GRAVEL/INV#12352		568,77
•	CINTAS CORPORATION	207660	A	UNIFORMS/INV#4027424308,40278932	26	314.43
	DON'S REPAIR SHOP	207691	A	INT'L TRUCK REPAIRS/INV#40224		1,884.73
	DON'S REPAIR SHOP	207692	A	JOHN DEERE 5093E REPAIRS/INV#402		267.50
	DON'S REPAIR SHOP	207693	A	CAT MOTORGRADER REPAIRS/INV#4026		341.50
	HIGHWAY MOTOR CO.	207524	A	HOSE CLAMPS/INV#69845		6.20
	KLESEL'S AUTO TRUCK & TRACTOR, INC.		A	SHOP SUPPLIES/INV#101346		41.06
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	207529	A	RADIATOR CAP/INV#101346		6.01
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	207665	A	WINDOW CAP HUB/INV#101376		14.86
	M-G FARM SERVICE CENTER	207534	· A	BALL VALVE & ADAPTER/CUST#3310		28.85
	MCCOY'S BUILDING SUPPLY	207535	A	VALVE ACCESSORY/INV#1276862		. 2.99
	MUSTANG CAT	207666	A	BLADES/INV#PART5029068,PART50290	71	291.54
	MUSTANG CAT	207667	Α	BLADES/INV#PART5029069,5029070		113.70
	MUSTANG CAT	207729	Α	PARTS/INV#PART5040943		176.00
	PRIHODA GRAVEL CO.	207668	Α	1224 YDS PIT RUN GRAVEL/INV#1185	2	11,444.40
	R.B. EVERETT & CO., INC.	207622	Α	RECLAIMER HOLDERS & TEETH/SI9552		6,844.32
	R.B. EVERETT & CO., INC.	207670	Α	RECLAIMER RENTAL/INV#RI24716		7,960.00
	SCHERER	207545	Α	RELAY FOR BRUSHCUTTER/INV#P13443		37.80
	SCHERER	207713	Α	AIR FILTER/INV#P13511		44.58
	SHOPPA'S FARM SUPPLY	207671	Α	EXTENSION CLUTCH SPRING/INV#1025	143	16.89
	STÁVINOHA TIRE PROS LLC	207672	Α	BATTERIES/INV#63453		222.90
	STAVINOHA TIRE PROS LLC	207673	Α	TIRE REPAIR/INV#63265		24.08
	STAVINOHA TIRE PROS LLC	207695	Α	TIRE/INV#63508		299.34
	STAVINOHA TIRE PROS LLC	207696	Α	REPAIR TIRE/INV#63508	•	18.80
	TEXAS TOOL TRADERS	207569	Α	RECHARGEABLE BATTERIES/#T9081300	8	129.99
	WALLER COUNTY ASPHALT, INC	207573	Α	24.99 TONS COLD MIX/INV#17213		2,611.46
	WICK'S WESTERN AUTO	207683	Α	AIR FILTERS/CUST#5900		166.36
	DEPARTMENT TOTAL					35,115.81
			:			35,115.81
	FUND TOTAL					33,113.01
				1		•
				CY1	CLE: ALL	PAGE 11
08/2	6/2019FUND/DEPARTMENT/VENDOR INVOICE	LISTING 00	23 R&B	PG1 #3		PREPARER:0004
TIME	CIA CIA	TMS FOR PAYMENT	AS UF	AUGUST 26, 2019		
DEPA	RTMENT	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
	NAME-OF-VENDOR	INVOICE-NO				
	TOTAL DISPURSEMNTS				ā	1.518.00
0623	3-R&B #3 TOTAL DISBURSEMNTS	207684	Α	132 YDS PIT RUN GRAVEL/INV#1026	1	395.52
	BARTEN CO. LLC CARROT-TOP INDUSTRIES INC.	207685	Α	(6) TX FLAGS & (6) US FLAGS		284.41
	CINTAS CORPORATION	207686	Α	UNIFORMS/INV#4027424339,4027893	466	141.57
	CINTAS CORPORATION	207687	Α	UNIFORMS/INV#4028446330		12.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	207679	R	NEW FORD F250 REG/LP#1415601		7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	207682	Α	VEHICLE REG RENEWAL/LP#779000		1,464.66
	JOHN DEERE FINANCIAL	207688	Α	TRACTOR PARTS/ACCT#75317-75398		34,723.00
	SILSBEE FORD, INC.	207694	Α	2019 FORD F250 XLT CREW CAB		38,547.16
	DEPARTMENT TOTAL					33,347.10
						38,547.16
	FUND TOTAL			•		-

# COMMISSIONER'S COURT REGULAR MEETING

# **AUGUST 26, 2019**

D8/26/2019FUND/DEPARTMENT/VENDOR INVOID	CE LISTING 007 LAIMS FOR PAYMENT			CYCLE: ALL	PAGE 12 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
624-PCT #4 TOTAL DISBURSEMNTS					
AMERICAN TIRE DISTRIBUTORS INC	207701	Α	(6) TIRES/INV#S126645676		1,962.00
COLORADO MATERIALS, LTD	207707	A		920	1,160.88
DARRELL GERTSON	207708	A			385.70
QUALITY HOT-MIX, INC.	207710	A		NV#25232	3,609.23
DEPARTMENT TOTAL	201710	••			7,117.8
FUND TOTAL					7,117.81
TORD TOTAL					•
	•		•		
8/26/2019FUND/DEPARTMENT/VENDOR INVOI	CE   TETTING 00/	S LENS	F ACCOUNT	CYCLE: ALL	PAGE 13
IME:08:41 AM C	LAIMS FOR PAYMENT	AS OF	AUGUST 26, 2019		PREPARER:0004
PEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
560-COUNTY SHERIFF					
JONATHAN CONTRERAS	207609	Α	DE ESCALATION & K9 ENCOUNT	TRAINING	60.00
DEPARTMENT TOTAL					60.0
FUND TOTAL		•	•		60.0
		-	·		
• • • • • • • • • • • • • • • • • • • •	CE LISTING 00	50 SECU AS OF	RITY FUND AUGUST 26, 2019	CYCLE: ALL	PAGE 14
DEPARTMENT					AMOUN"
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		ANOUN
0476-JP BLDG SECURITY EXPENDITURES				MV#7547/	50.0
TEXAS STATE UNIVERSITY DEPARTMENT TOTAL	207568	A	CRTROOM SECURITY WORKSHOP/	INV#13034	50.0
DEPARTMENT TOTAL					50.0
FUND TOTAL					30.0
• • • •	•			-	
			•		
08/26/2019FUND/DEPARTMENT/VENDOR INVO	DICE LISTING 9 CLAIMS FOR PAYMEN	9999 GR/	AND TOTAL PAGE F AUGUST 26, 2019	CYCLE: ALL	PAGE PREPARER:00
DEPARTMENT				<del>-</del>	
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOU
CDAND TOTAL					228,347.
GRAND TOTAL					-

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

AUGUST 16TH THRU 31ST	2							
PAID ON AUGUST 30, 2019	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACC	ACCOUNTS PAYABLE CHECKS	
GENERAL FUND	258.505.31	19,061.31	56,333.85	30,538.12	364,438.59			
(DEDUCTIONS)		19,061.31)(	8,249.48) (	17,756.95)				
						7233	TAC HEBP	175,396.97
AIRPORT						7234	AMERICAN GENERAL	37.29
(DEDUCTIONS)		×	)((	(('		7235	AIREVAC	24.00
						7236	MASA	843.00
	11,757.25	867.51	3,081.51	1,410.87	17,117.14	7237	LINA	47.25
(DEDUCTIONS)		867.51 )(	320.97)(	823.01 )		7238	PIC	26.40
R&B PCT #2	12,433.25	911.02	3,516.78	1,491.99	18,353.04			
(DEDUCTIONS)		911.02 )(	444.55 )((	8/0.33				
							TEXAS CSDU	2,545.87
R&B PCT #3	12 946 75	906.60	2.642.95	1,455.69	17,951.99		TEXAS LIFE	654.62
(DEDUCTIONS)		09:906	1,003.81)	906.27			TRANSAMERCIA	352.09
(2000)							NACO	00.009
							AFLAC	5,640.97
R&B PCT #4	10,335.50	753.74	3,075.87	1,240.26	15,405.37		TCDRS	118,482.87
(DEDUCTIONS)		753.74 )(	339.58)	723.49			FED'L RESERVE BANK	70,265.05
							DENIAL SELECT	2.18.90
							VOYA	952.50
CO ATTY FORFEITURE	167.50	12.76	0.00	20.12	200.38		GYM MEMBERSHIP	925.68
(DEDUCTIONS)		12.76	00:00	11.73				-
SECLIBITY FLIND	2 826 25	205.82	0.00	339.15	3,371.22			
(DEDUCTIONS)	) Danica Chia	205.82	0:00)(	197.84				
(21)2122							Social Security	36,943.48
							Medicare Tax	8,640.06
HOT CHECK FUND	0.00	0.00	0.00	00.00	00.0			45,583.54
(DEDUCTIONS)		0.00	0:00)	00:0			FED W/H	24,681.51
(0.10.00.00.00.00.00.00.00.00.00.00.00.00								70,265.05
CO. ATTY. SUPPLEMENTA	963.50	73.21	0.00	115.60	1,152.31	68,650.90	000	
(DEDUCTIONS)		( 73.21 )	0.00)	67.45)		00,000,90	Ŧ	30 700 72
						137,301.91		74,631.05
				00	10 000 501	10,358	39 EMPLOYEE	45,001.02
TOTALS	309,935.31	22,791.97	68,650.96	36,611.80	437,990.04	10,356.39		110,402.07
		( 22,791.97 )	( 10,358.39 ))	21,357.07	1		60	
		45,583.94	79,009.35	57,968.87	SAD		23	
					GWU	20.18C,2	700	
					COBRA	╁	2	

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

# COLORADO COUNTY

# INDIGENT HEALTH CARE

A UGUST 2019

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

**AUGUST 26, 2019** 



Form 105

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

County Name Colorado Co. Indigent

Report for (Month/Year)

08/2019

Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

I. HEMIDOROADEE EXTENDITORIES during This report				
Physician Services	1.	\$930.52		
Prescription Drugs	2.	\$229.04		
Hospital, Inpatient Services	3.	\$0.00		
Hospital, Outpatient Services	4.	\$3,529.77		
Laboratory/X-Ray Services	5.	\$113.62		
Skilled Nursing Facility Services	6.	\$0.00		
Family Planning Services	7.	\$0.00		
Rural Health Clinic Services	8.	\$539.28		
State Hospital Contracts	9.	\$0.00		
Optional Health Care Services	10.	\$0.00		
Amount of Intergovernmental Transfer	11.			
Total Expenditures (Add #1 through #11.)			12.	\$5,342.23
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00 )		
6% Eligibility System Review Findings (\$ in error)	14. (	)		
Total to be Deducted (Add #13 + #14.)			15. (	\$0.00 )
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16.	\$5,342.23

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

TOTAL EXP	ENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>76,424.71</u>
GRTL\$	6.015,264.77	
	4% of GRTL \$	<u>240.610.59</u>
	6% of GRTL \$	<u>360.915.89</u>
	8% of GRTL \$	<u>481,221,18</u>

Signature of Person Submitting Form 105

08/22/2019 Date

September 2013

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

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

# September, 2019

# **ACTIVE CASES:**

Edwardo Torres Donna Blair Manuel Hernandez Linda Sauceda Brenda Ellison Raymond Hernandez Joe L. Toliver Jr.
Pamela Lieu
Albert Rios
Brandon Barton
Leigh Ann Bingham
Roberto Robert Alonso

DENIED DUE TO CHANGE: DENIED APPLICATIONS:

APPROVED APPLICATIONS: Roberto Robert Alonso

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid) (Income) (Moved)

#### COMMISSIONER'S COURT REGULAR MEETING

#### August 26, 2019

\_17. CLOSED SESSION: Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding contemplated litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

Judge Prause stated it is now 9:53 AM, Court will go into Closed Session.

\_18. **OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.

Judge Prause stated at 10:56 AM, Court is back in Open Session.

Motion by Commissioner Gertson to authorize the County Judge to explore the possibility pursuing the Opiod Litigation; seconded by Commissioner Wessels; 5 ayes 0 nays, motion carried, it was so ordered.

\_19. Announcements (without discussion and no action) by elected officials/department heads.

Michael Furrh, EMS Director stated been a busy last (2) weeks. We had no available ambulances in the County, but Austin County came over, along with East Bernard. We did (26) calls in a (24) hour period.

Commissioner Gertson stated still hot and dry with a lot of calls the last couple of days. Wanted to report Precinct No. 4 finally completed all our FEMA roads for Harvey Projects and now we can get back to normal maintenance.

Commissioner Hahn reported he met with representative from LCRA regarding Beason Park, did get to see the drawings, hope to get started late September or first of October, will be about an eight month project, things will look a whole lot better.

Judge Prause reported that Robert R Wells Airport is temporarily not in service, starting at 6:00 AM this morning until 6:00 AM next Monday morning a total of (7) days, for maintenance on the runway, sealcoating the runway, a company from Kerrville will be working during the week.

Next, as important as I can say this, the TCEQ Meeting before the Commissioners, with our battle on the Landfill will be scheduled for September 11<sup>th</sup> at 9:30 AM, at the TCEQ Office in Austin off of Hwy 35 North. Please if you can tell your family, friends, neighbors to attend to voice their opinions and be heard.

## **COMMISSIONER'S COURT REGULAR MEETING**

August 26, 2019

This is first on the Agenda, which Judge Prause read the Agenda Item to the Court. Commissioner Kubesch wanted to give a big shout out to the Weimar and Schulenburg Fire Departments with all their help during the horrific traffic accident that happened last week on I-10. They came to get the 4,000 gallon County water truck that has the pumpers on it. They always call me to service it back, which I am grateful for that, cause we had to do some service to it. It is a very important part of us all working together.

Commissioner Wessels stated for everyone to come out and support the Fair.

Raymie Kana, County Auditor informed this is the 2<sup>nd</sup> year anniversary of Hurricane Harvey, it took (2) years to get the projects done. The County will receive 1.4 million dollars from Hurricane Harvey (FEMA) once all the paperwork is done.

Linda Holman, District Clerk informed the bottom vault is completely full, top vault is almost full. Just boxed up (57) boxes of felony cases. Judge Prause replied we can put this on the Agenda at another date to discuss.

Mary Jane Poenitzsch, Tax Assessor/Collector stated last week of month, can't believe it.

- \_20. Commissioners Court Members sign all documents and papers acted upon or approved.

  Judge Prause announced it is now time to sign all papers and documents.
- 21. Budget Workshop. (Kana)

Raymie Kana, County Auditor stated she passed out the sheet with the increases in Elected Official salaries and the notice will be in this weeks paper, and will be adopted on September 9, 2019. Raymie also brought up suggestion from Billy Kahn regarding electrical on Courtyard, we have money in the Courthouse Restoration Fund, that is the only thing we can use it for is for restoration. It was decided to see if Chamber of Commerce gets grant then we will revisit this again. Raymie informed that she is working on a sheet for workers like Chuck and some others to write down their hours to show the Court.

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING August 26, 2019

# \_22. Adjourn.

Motion by Judge Prause to adjourn at 11:08 AM; seconded by Commissioner Hahn.

An audio recording of this meeting of August 26, 2019 is available in the County

Clerk's Office.

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

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING AUGUST 26, 2019

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 26th day of August, 2019 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
26th day of August, 2019.

Given under my hand and official seal of office this date August 26, 2019.

