

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: MARCH 23, 2020 – 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 23rd day March 2020, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

The Following Members were present, to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Darrell Kubesch	Commissioner Precinct #2
Honorable Tommy Hahn	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk
By: Nancy Davenport	Deputy County Clerk

County Judge Ty Prause called the meeting to order at 9:04 A.M., followed by

Pledges to the United States Flag and Texas Flag.

Judge Prause informed we have limited (10) to attend our meetings during this COVID-19

Disaster until further notice.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner

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

(See Attachment)

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

MARCH 23, 2020

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2020 MAR 19 PM 4:26

KIMBERLY MENKE
COUNTY CLERK

DATE OF MEETING: MARCH 23, 2020 – 9:00 A.M.
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N-D.

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- 1. Agenda as posted.
- 2. Public comments.
- 3. Texas Historical Commission Antiquities Permit Application for proposed electrical upgrades on the courthouse grounds. (Prause)
- 4. Interlocal Agreement between Fort Bend County and Colorado County for Performance of Postmortem Exams. (Warfield)
- 5. Estimate from Condra Communications for installation of Avaya Door Phone at the Services Facilities. (Prause)
- 6. Affordable Care Act Reporting and Tracking Services (ARTS) 2020 Renewal Confirmation Program Agreement. (Kana)
- 7. Budget Calendar for 2020 fiscal year. (Kana)
- 8. Consent:
 - a. Governor Greg Abbott's Proclamation certifying that COVID-19 poses and imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas.
 - b. Colorado County Declaration of Local Disaster COVID- 19.
 - c. Governor Greg Abbott's Executive Order NO. GA-08 relating to COVID-19 preparedness and mitigation.
 - d. Certificate of Liability Insurance posted by:
 - 1. Huvar Farms, Inc. (2/5/2020 – 2/5/2021);
 - 2. Sundown Energy, LP (3/1/2020 – 3/1/2021); and
 - 3. Viper Oil & Gas, a Division of Viper S.W.D., LLC (8/1/2019-8/1/2020).
 - e. Performance Bond No. 107234659 posted by KC Lease Service, Inc. dba Matagorda Construction & Materials.
 - f. Payment Bond No. 107234659 posted by KC Lease Service, Inc. dba Matagorda Construction & Materials.
 - g. Zion Simmons declines to serve on Grievance Committee.
- 9. Examine and approve all accounts payable and budget amendments.
- 10. Announcements (without discussion and no action) by elected officials/department heads.
- 11. Commissioners Court Members sign all documents and papers acted upon or approved.
- 12. Adjourn.

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

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__2. Public comments.

Judge Prause informed (1) Public Comment Rules Form was completed by Billy Kahn, Columbus Chamber of Commerce Director, he stated he will speak regarding Agenda Item #3 if needed to answer any questions.

Judge Prause stated that we will pause for approximately (15) seconds to see if anyone has any comments that are participating by phone at this time. If anyone wishing to make a comment by phone after each Agenda Item they may do so. There being none, we will move on.

(See Attachment)

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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.

9:00 AM
Meeting

Public Participation Form

Name (please print) _____

Billy Kahn

Which agenda item do you wish to address? 3

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

Signature

Billy Kahn

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

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- __3.** Texas Historical Commission Antiquities Permit Application for proposed electrical upgrades on the courthouse grounds. (Prause)

Billy Kahn, Columbus Chamber of Commerce Director stated we have enough funding to do the first phase, this has been approved by the Texas Historical Commission.

Blake Rosenbaum and Texas Irrigation will be cutting the ditches for the lines, and they need about (30) days to get phase one done which is the west two quadrants of the Courtyard, which will allow us about (25) more separate dedicated electrical circuits.

Judge Prause thanked Mr. Kahn for all his leg work in meeting and coordinating with everyone to get this done.

(See Attachment)

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TEXAS HISTORICAL COMMISSION

**ANTIQUITIES PERMIT APPLICATION
Historic Buildings and Structures**

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location			
NAME OF STATE ANTIQUITIES LANDMARK Colorado County Courthouse			
ADDRESS 400 Spring Street	CITY Columbus	COUNTY Colorado	ZIP CODE 78934
2. Project Name			
NAME OR BRIEF DESCRIPTION OF PROJECT WORK Courthouse Grounds Electrical Upgrades			
3. Applicant (Owner or Controlling Agency)			
OWNER/AGENCY Colorado County, Texas	REPRESENTATIVE Ty Prause	TITLE County Judge	
ADDRESS 400 Spring Street	CITY Columbus	STATE TX	ZIP CODE 78934
PHONE 979-732-2604	EMAIL ty.prause@co.colorado.tx.us/sharon.marsalia@co.colorado.tx.us		
4. Architect or Other Project Professional			
NAME/FIRM Rosenbaum Electric, LLC	REPRESENTATIVE Blake Rosenbaum	TITLE	
ADDRESS 1029 Tumlinson Rd.	CITY Columbus	STATE TX	ZIP CODE 78934
PHONE 979-732-7639	EMAIL blakerosenbaum@hotmail.com		
5. Construction Period			
PROJECT START DATE April 1, 2020		PROJECT END DATE April 30, 2020	

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- | | | |
|---|--|--|
| <input type="checkbox"/> Preservation | <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Architectural Investigation | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Restoration | <input type="checkbox"/> Hazard Abatement | <input checked="" type="checkbox"/> New Construction |

ATTACHMENTS

For all projects, please attach the following:

- Written description of the proposed project;
- Project documents (plans, specifications, etc.); and
- Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- | | |
|--|--|
| <input type="checkbox"/> Historic Structure Report | <input type="checkbox"/> Architectural Documentation |
| <input type="checkbox"/> Historical Documentation | <input type="checkbox"/> Archeological Documentation |

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Antiquities Permit Application for Historic Buildings and Structures, Continued

PROPERTY NAME: Colorado County Courthouse

COUNTY: Colorado

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, Ty Prause, County Judge, as legal representative of the Applicant,
Colorado County, Texas, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature

Date 3-25-20

Project Professional's Certification

I, Blake Rosenbaum, as legal representative of the Firm,
Rosenbaum Electric, LLC, do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

Signature

Date 3-24-2020

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hsp permit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov



TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.texas.gov

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Rosenbaum Electric, LLC
1029 Tumlinson Rd
Columbus, Texas 78934
TECL# 34943
979-732-7639 Blake MSTR LIC # 461681
979-732-1009 Ben MSTR LIC # 63596
blakehrosenbaum@hotmail.com

2/13/2020

Courthouse Lawn Power

Proposal:

Rosenbaum Electric, LLC proposes to install two points of power at this time. The others will be done shortly after, once funding is in place. 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, LLC is not responsible for any underground ditching or repairs if anything should be damaged.

Note:

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

Price Changes:

All of Rosenbaum Electric, LLC quotes are based on 30 days. If any changes in materials, we will notify before start of project.

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

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Rosenbaum Electric, LLC

1029 Tumlinson Rd
Columbus, Texas 78934
TECL# 34943
(979)-732-7639 Blake MSTR LIC #461681
(979)-732-1009 Ben MSTR LIC #63596
blakehrosenbaum@hotmail.com

Quote

Date	Quote #
2/12/2020	4106

Mail To:

Chamber of Commerce / Colorado County Courthouse

Description	Amount
Materials, Labor, &Tax: Install 3-phase transformer. Install 3-phase main breaker and panel. Install SCH 80 PVC underground. Install 2 weathertight underground junction boxes. Install 3-phase low voltage wiring to 2 junction boxes. Build 2 portable panel racks for each location. Install quick connects on line / load wires. Make vender cords with quick connects. Test all equipment. A 3.5% convenience fee will be added for credit card transactions.	\$ 19,130.00
Total	\$ 19,130.00

All payments must be paid within 10 days of services rendered.
All materials are property of Rosenbaum Electric, LLC until paid in full.

Thank You

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Texas Irrigation & Pipe LLC
1870 Frelsburg Road
Cot Spring, Texas 78033

February 11, 2020

Colorado County Courthouse
PO Box 236
Columbus, TX 78934

RE: Trenching and boring

Mr. Rosenbaum,

The estimate for trenching and boring is \$2,870.00. Please note that this is only an estimate and price could change if more material or time is required.

Let us know if you have any questions.

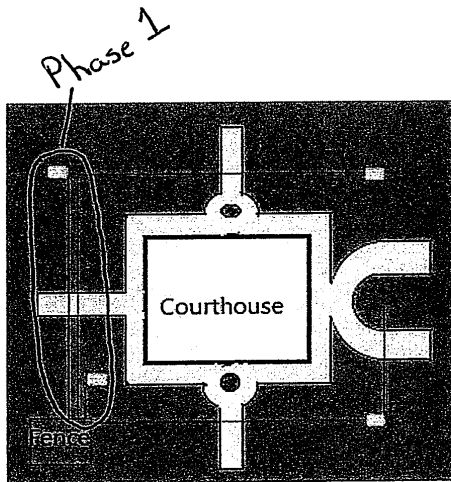
Sincerely,

A handwritten signature in cursive script that reads 'Sandra Keepers'.

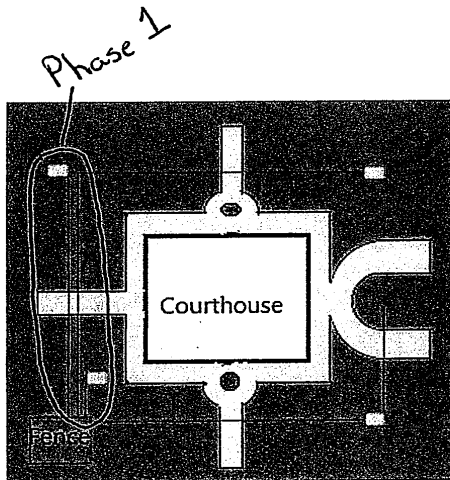
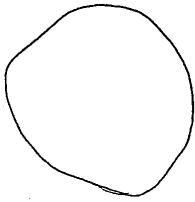
Sandra Keepers
Office Manager
Texas Irrigation & Pipe LLC



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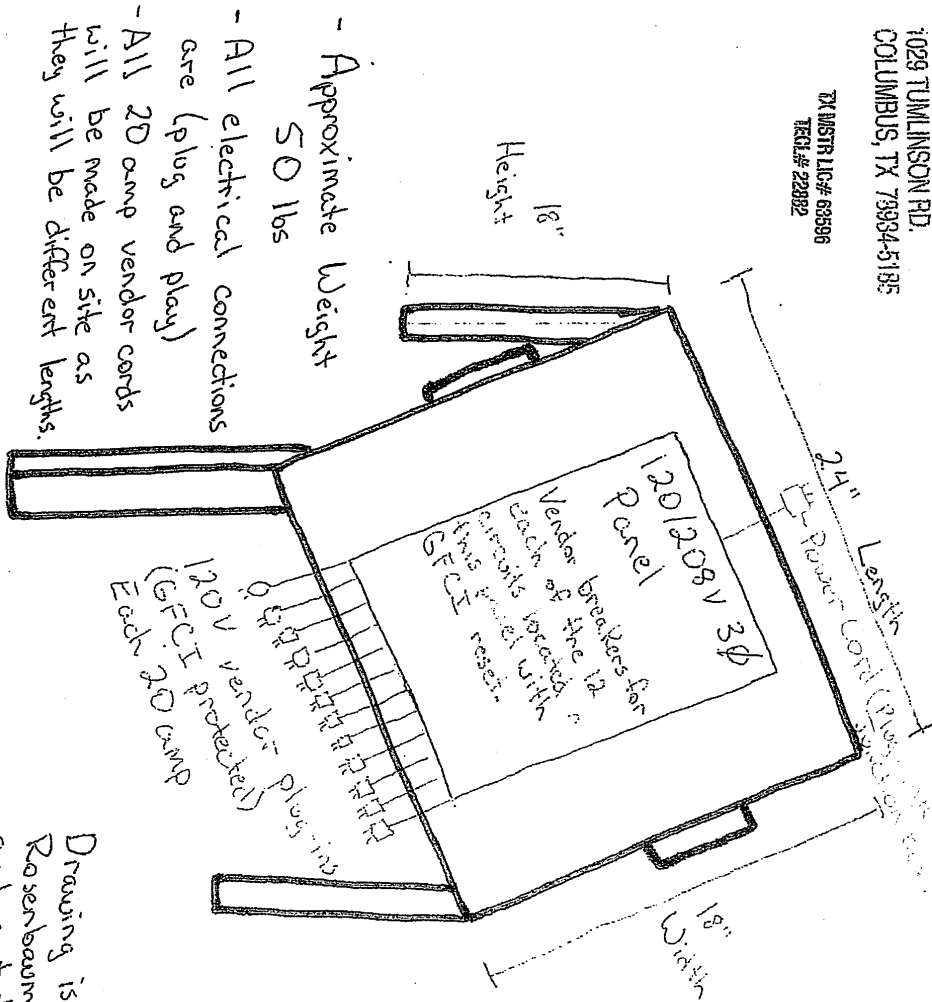
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ROSENBAUM ELECTRIC
 1029 TUMLINSON RD.
 COLUMBUS, TX 79334-5195

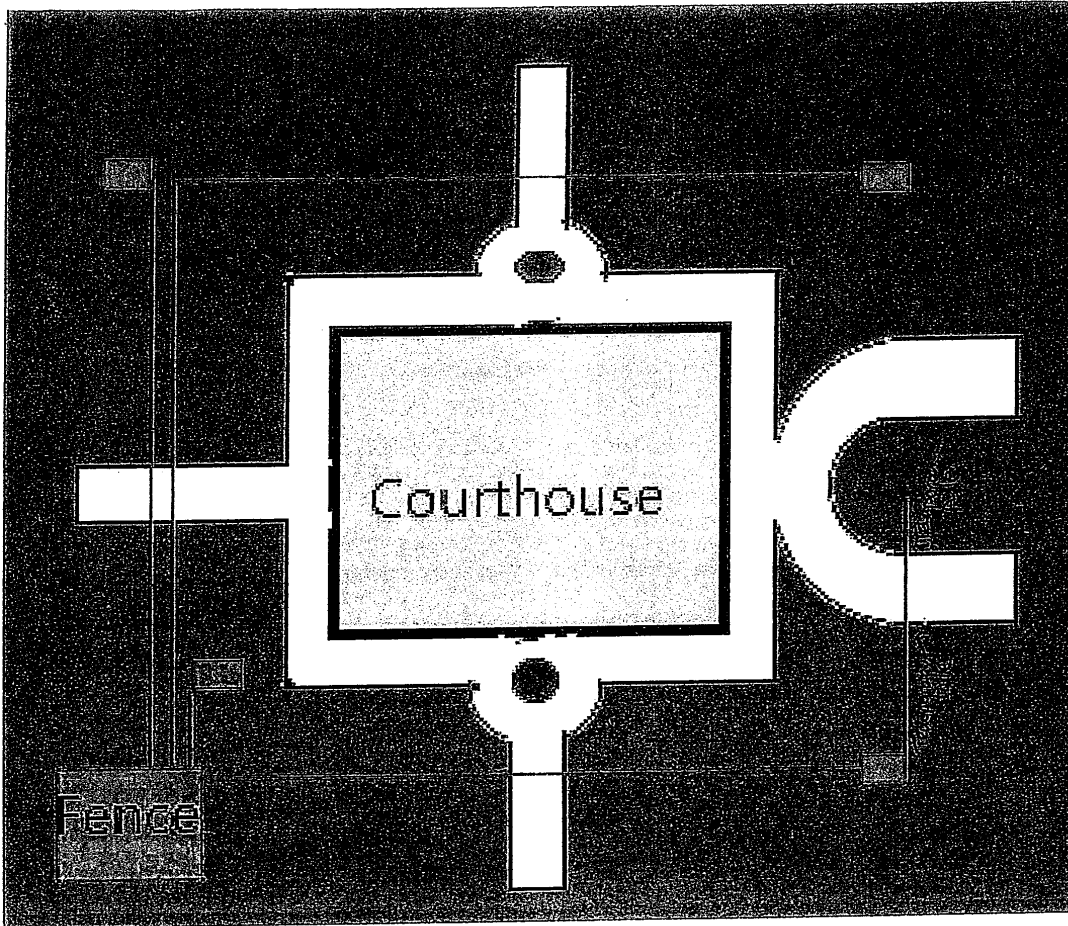
TX INSTR LIC# 68896
 TECH# 22882



- Approximate Weight 50 lbs
- All electrical connections are (plug and play)
- All 20 amp vendor cords will be made on site as they will be different lengths.

Drawing is property of Rosenbaum Electric, LLC and not to be used for other pricing.

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flat panel on the ground

Plug & Play Junction Box.

12 plugs per box -
20 Amp dedicated circuits

+ 6 20 Amp circuits
in the driveway.

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- __4.** Interlocal Agreement between Fort Bend County and Colorado County for Performance of Postmortem Exams. (Warfield)

Stan Warfield, Justice of the Peace Precinct # 4 was present asking the Court for approval of a new agreement with Fort Bend County. At present all (4) JP's send our autopsy's to Travis County Medical Examiner in Austin, Texas. In December of 2019, Fort Bend County opened their own Medical Examiners Office. What I'm asking of the Court is to let the JP's use Fort Bend County as well as Travis County. I am asking to use Fort Bend County, it is closer to me, it's less in expense as far as transportation. On page five is the breakdown of their expenses. The charge of \$2600.00 for a standard autopsy, includes toxicology. Right now we are paying \$2900.00 for same event. Hopefully we will get our toxicology reports back in (25) days not (90) days from Travis County.

Judge Prause commented that it looks like it's a benefit to the County as far as the math goes, but most important is the Subchapter B at bottom of page 6, that either party has the right to terminate contract within (30) days.

Motion by Commissioner Wessels to approve Interlocal Agreement between Fort Bend County and Colorado County for Performance of Postmortem Exams; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY
AND
COLORADO COUNTY
FOR PERFORMANCE OF POSTMORTEM EXAMS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and Chapter 49 of the Texas Code of Criminal Procedure, and is entered into by and between Fort Bend County (hereinafter "FBC"), a body corporate and politic under the laws of the State of Texas, and Colorado County, acting by and through its governing body, the Colorado County Commissioners Court ("Requesting County").

PREAMBLE

WHEREAS, pursuant to provisions of the Texas Government Code Chapter 791, Interlocal Cooperation Act, the parties are authorized to enter into a contract with each other;

WHEREAS, Fort Bend County has established and maintains the Office of Medical Examiner ("ME Office") as authorized by article 49.25 of the Texas Code of Criminal Procedure;

WHEREAS, Requesting County does not have a medical examiner, and a justice of the peace is required to conduct an inquest into the death of a person who dies in the county under certain circumstances;

WHEREAS, if the justice of the peace determines that a postmortem examination is necessary, the justice of the peace may order that a postmortem examination of the body be performed by a physician;

WHEREAS, Requesting County is also subject to being ordered to secure postmortem examinations in circumstances other than those found in Chapter 49 of the Texas Code of Criminal Procedure; and

WHEREAS, Requesting County desires to obtain the services of the Fort Bend County Medical Examiner ("FBCME") to perform postmortem examinations on persons who died in the Requesting County and to provide sworn testimony in connection with any inquest by a justice of the peace or any criminal investigation or prosecution conducted by a prosecuting attorney.

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NOW, THEREFORE, FBC and Requesting County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.
TERM

The term of this Agreement shall begin on March 23, 2020 and end on September 30, 2020, unless terminated in accordance with the provisions contained herein. This Agreement shall automatically renew for a one-year term each October 1 through September 30 on the same terms and conditions, unless the parties change any term(s) by written and executed Amendment or the Agreement is terminated by a party in accordance with Section VI of this Agreement.

II.
DUTIES

A. Request for Service.

1. When a justice of the peace in the Requesting County determines pursuant to Article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary on the body of a deceased person who died within their jurisdiction, the justice of the peace may request that the FBCME perform an autopsy.
2. Requesting County may also request service by forwarding an order signed by a TDCJ warden, District Court, or Governor ordering that a postmortem examination be performed by or at Requesting County's expense. An order not signed by a justice of the peace must be accompanied by a written request signed by Requesting County's County Judge's Office to be considered a Request for Services under this Agreement.

B. Postmortem Examinations. Fort Bend, by and through the FBCME, will perform Postmortem examinations as requested in Section IIA of this Agreement. In those cases where a complete autopsy is believed to be unnecessary by the Medical Examiner to ascertain the cause and manner of death, the FBCME will advise Requesting County of this finding and may perform an external examination of the body, which can include taking x-rays of the body and extracting bodily fluids, or tissues for laboratory analysis.

C. Requesting County Responsibilities. Requesting County agrees to perform the following duties:

1. Each request for a postmortem examination shall be in writing and accompanied by an order that complies with Section IIA of this Agreement. Fort Bend County and the FBCME may rely on any order submitted in this manner as an authorized request of Requesting County. However, the FBCME shall have the discretion to decline any specific request for autopsy for any reason and/or perform an external examination of the body.
2. The following records shall accompany the body: (a) the completed form titled "Fort Bend County Medical Examiner Out of County Investigator's Report" (attached hereto and incorporated herein); (b) the entire police report, including scene photographs and; (c) all relevant medical records, including hospital admission and emergency room records, if applicable, and antemortem hospital specimens or

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justice of the peace will contact hospital to have all specimens retained for later delivery to the ME Office. Failure to provide all necessary records may result in the FBCME refusing to accept the body for a postmortem examination.

3. Each body transported to the FBCME for a postmortem examination must be enclosed inside a zippered body bag acceptable to the ME Office. The body bag shall have the deceased's name affixed to the outside and security seal.
4. Bodies may be received at the ME Office as follows:
 - A. During regular business hours: During the hours of 8:00 am-12:00pm, 1:00pm-4:30pm on non-holiday Mondays through Fridays and 8:00am-12:00pm on non-holiday Saturdays.
 - B. After hours upon the issuance of an electronic key card by the FBCME to Requesting County's transport providers which will allow access to the cooler receiving area of the FBMEO. The decision to grant an electronic key card is within the sole discretion of FBCME (in accordance with all internal FBC policies) and once granted; may be revoked at any time, with or without reason stated.
5. Clothing shall accompany each body if all or part of the clothing has previously been removed, clothing should be provided with the body for examination, correlation and documentation.
6. Requesting County shall provide for examination of any medications prescribed for or thought to be used by the deceased. ME Office may dispose of medication after it is inventoried unless submitting requests its return.
7. Requesting County should provide for examination any weapons, ammunition, instruments, or case-related items such as suspected suicide notes, or copies of notes, especially any that are found on/about the person of the deceased. If a weapon is not provided, a detailed description with appropriate measurements will be provided.
8. If the identity of the deceased is unknown or in doubt, Requesting County shall notify FBCME of such and should help acquire any information, items or records necessary to help establish identification by scientific means. If no Scientific Identification is requested/performed, the submitting authority is solely responsible for the correct certification of the identity of the deceased.
9. In the event the next-of-kin should request tissue or organ donation, Requesting County should coordinate procedures with the ME Office to promote optimum handling and to ensure that appropriate examination can be completed.
10. If requested, Requesting County should send an authorized representative to take possession of items of value or evidence that may be discovered.
11. Requesting County should provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.
12. Requesting County should notify the ME Office of any severely abusively injured child at time of hospitalization.
13. Promptly, at the request of the ME Office, Requesting County will make arrangements to remove from the ME Office, the remains of the deceased after the performance of the autopsy if the next-of-kin have not been informed of the death or no next-of-kin has been located or identified.

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- D. Location. Examinations shall be performed at the ME Office located at 3840 Bamore Road, Rosenberg, TX 77471, which is equipped with X-ray facilities and a professional support staff. In consultation with Requesting County, Fort Bend may request that an autopsy be performed at a suitable location other than the ME Office and performed by an appropriately licensed physician.
- E. Laboratory Analyses. The FBCME shall conduct a postmortem toxicological analysis, if appropriate, and any other tests considered necessary to assist in determining the cause and manner of death and identification.
- F. Testimony. FBCME personnel performing services pursuant to this agreement shall appear as reasonably necessary to provide testimony in a criminal case before a district court of the Requesting County. Requesting County agrees to use its best efforts to schedule the testimony of the FBCME personnel in such a manner to cause the least amount of disruption in their work schedule.
- G. Reports. Within a reasonable time after the completion of a postmortem examination, the FBCME will provide a written copy of the preliminary cause of death statement to the justice of the peace or County Judge representative who requested the autopsy. The FBCME will provide copies of the autopsy report to the justice of peace County Judge representative as reasonably available after finalization of the report.
- H. Transportation. Requesting County shall have the sole responsibility for transporting the deceased to the FBC Medical Examiner's Office. Upon notification by the Medical Examiner that the autopsy has been completed, Requesting County shall arrange for the deceased to be transported immediately to a funeral home.
- I. Training. The FBCME will conduct one annual training seminar in Fort Bend at the ME Office that Requesting County's justices of the peace, their court personnel and other County officials and employees including investigators will be invited to attend.
- J. No Interment. Fort Bend County shall have no responsibility for burying the remains of the deceased. Consistent with Tex. Health & Safety Code Ann. § 711.002(e), the Requesting County shall have sole responsibility for interment of the body.
- K. Records Custodian. The Justice of the Peace or County Judge representative who requests services under this agreement is the custodian of the records generated by the ME Office in providing these services.
- L. Agreement is not exclusive. This Interlocal Agreement is a non- exclusive agreement for the provision of services; either party may enter into the same or similar agreements with other individuals, organizations, or entities

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III.

CONSIDERATION FOR SERVICES

- A. Autopsy Fees. In consideration for the services provided by the FBCME, the Requesting County agrees to pay Fort Bend County all costs and expenses associated with performing the autopsy in accordance with the following schedule:
- | | |
|----------------------------------|--------------------|
| (a) Standard Autopsy Examination | \$2600.00 per body |
| (b) External Examination | \$850.00 per body |
- B. Storage of Bodies. The Requesting County shall pay Fort Bend County the additional sum of Forty Five Dollars (\$45) per day for each body that remains at the ME Office beyond forty-eight hours after notification by the Medical Examiner that the body is ready to be released to the Requesting County. This provision shall survive termination of this Agreement and shall apply to any bodies currently remaining at the ME Office
- C. Additional Costs. In the event that Fort Bend should incur any additional costs related to performing the examination, Requesting Entity will reimburse Fort Bend for the actual cost incurred with no administrative fee to be applied. Examples include, but are not limited to: any special tests requested by the Requesting County or deemed appropriate by the FBCME that are performed in accordance with this Agreement; non-routine testing (toxicology, radiographic etc.), trace elements and dental work.
- D. Invoice. Fort Bend County shall submit an invoice to the Requesting County for post mortem services performed under this Agreement thirty (30) days after the service is completed. The Requesting County shall pay the total amount of the invoice within thirty (30) days of the date of receipt of the invoice by the Requesting County. If the Requesting County fails to pay any invoice within sixty (60) days after receipt, the Medical Examiner may refuse to accept any additional bodies for autopsy.
- E. Fair Compensation. Fort Bend County and the Requesting County agree and acknowledge that the contractual payments contemplated by this agreement are reasonable and fairly compensate Fort Bend County for the services or functions performed under this Agreement.
- F. Death Certificates. The justice of the peace or County Judge representative who requested the postmortem examination be performed shall provide the FBCME with a copy of the signed Certificate of Death no later than fourteen (14) days after receipt of the autopsy report. Failure to comply with this provision may result in termination of the contract by Fort Bend County.

IV.

FUNDS

- A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to Fort Bend County from current revenues available to the Requesting County.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

- B. Certified Availability. The Requesting County has available and has specifically allocated \$50,000, as evidenced by a certification of funds by the Requesting County's County Auditor. In the event funds certified available by the Requesting County's County Auditor are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement, Fort Bend County shall have no further obligation to complete the performance of any services until the Requesting County certifies sufficient additional current funds. The Requesting County agrees to immediately notify Fort Bend County regarding any additional certification of funds for this Agreement.
- C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the Requesting County to pay for services provided by Fort Bend County when the funds certified by the Requesting County are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement.
- D. Overdue Payments. It is understood and agreed that chapter 2251 of the Texas Government Code applies to late payments.

V.
RESPONSIBILITY FOR CLAIMS

Requesting County expressly agrees and acknowledges that Requesting County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the investigative services performed for Requesting County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Fort Bend County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

V.
TERMINATION

- A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Fort Bend County is authorized to terminate this Agreement immediately without notice.
- B. With Notice. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination, Fort Bend County will submit an invoice showing the amounts due for the month in which termination occurs in the manner set out above for submitting monthly invoices.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

**VI.
NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Fort Bend County: Fort Bend County
 401 Jackson
 Richmond, TX 77469
 Attn: County Judge

with a copy to: Fort Bend County Medical Examiner
 3840 Bamore Road
 Rosenberg, TX 77471
 Attn: Chief Medical Examiner

To Requesting County: Colorado County
 P.O. Box 236
 Columbus, Texas 78934
 Attn: County Judge

with a copy to: Colorado County Auditor
 318 Spring Street, Room 104
 Columbus, Texas 78934
 Attn: Raymie Kana

Either party may designate a different address by giving the other party ten days' written notice.

**VII.
MERGER**

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**VIII.
VENUE**

Exclusive venue for any action arising out of or related to this Agreement shall be in Fort Bend County, Texas.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

IX.

MISCELLANEOUS

- A. The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. In the event that commencement, performance and/or completion of services requested under this Agreement are, or become, subject to court filing(s), proceeding(s) or order(s) (including but not limited to: injunctions of any type), it shall be the sole responsibility of the Requesting County to respond to and resolve any legal challenges to Fort Bend County's satisfaction before service will begin or continue. If service has begun prior to being halted as a result of court order, Requesting County agrees to issue full payment to Fort Bend County in accordance with the Autopsy Fees agreed to in Section III and/or retrieve the body on request of Fort Bend County.
- B. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

IX.

HUMAN TRAFFICKING.

BY ACCEPTANCE OF CONTRACT, REQUESTING COUNTY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

MINUTES OF THE COLORADO COUNTY
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MARCH 23, 2020

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 7th day of April, 2020.

FORT BEND COUNTY

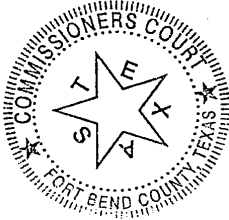
KP George
County Judge KP George

By: _____
KP George, County Judge

Date: 4-7-2020

ATTEST:

Laura Richard
Laura Richard, County Clerk



REQUESTING COUNTY:
COLORADO COUNTY

By: _____
Ty Pradise
Ty Pradise, County Judge

Date: 3-25-20

ATTEST:

Kimberly Menke
Kimberly Menke, County Clerk

Date: 3-25-20

Reviewed:

Stephen Pustilnik
Stephen Pustilnik, M.D.
Chief Medical Examiner

Approved as to Legal Form:

Michelle L. Turner
Michelle L. Turner
General Counsel Division Chief

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

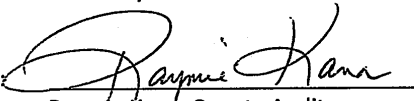
CERTIFICATION OF FUNDS

Pursuant to section 111.093 of the Texas Local Government Code, I certify that the county budget contains an ample provision for the obligations of Requesting County under this Agreement and that funds are or will be available in the amount of \$50,000 to pay the obligations when due.

REQUESTING COUNTY:

Colorado County

By:



Raymie Kana, County Auditor

**MINUTES OF THE COLORADO COUNTY
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- __5. Estimate from Condra Communications for installation of Avaya Door Phone at the Services Facilities. (Prause)**

Judge Prause informed that we experienced two people walking in unannounced, no call or warning to our EMS Service Facility with face mask on wanting to know where they should get tested that day. This installation of the door phone will secure the building during the day as well as at night. The cost for this system is \$797.50.

Michael Furrh, EMS Director stated this will hook into our existing phone lines.

They will press a button and it will do a ring down to all phones inside, basically whoever picks up the phone first will go see who and what the person's needs are.

It limits the ingress to our building to one entrance during this time. Everyone coming into building gets screened at the door before coming down the hallway.

Motion by Commissioner Wessels to approve Condra Communications installation of Avaya Door Phone at the Services Facilities; seconded by Commissioner Hahn;

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

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

Condra Communications
535 Spring St.
P.O. Box 997
Columbus, TX 78934

Estimate

Date	Estimate #
3/16/2020	307

Name / Address
Colorado County EMS P.O. Box 236 Columbus, TX 78934

			Project
Description	Qty	Rate	Total
Avaya Door Phone	1	285.00	285.00
Estimated time to install cable from server room to door phone at front door; program and test	4	125.00	500.00
Feet of Category 5e Cable	125	0.10	12.50
Subtotal			797.50
Thank you for your business.		Subtotal	\$797.50
		Sales Tax (8.25%)	\$0.00
		Total	\$797.50

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

- __6. Affordable Care Act Reporting and Tracking Services (ARTS) 2020 Renewal Confirmation Program Agreement. (Kana)**

Raymie Kana, County Auditor informed annual agreement, we provide monthly reports and they mail out the 1095C Form to employees at the end of the year.

Motion by Commissioner Hahn to approve Affordable Care Act Reporting and Tracking Services (ARTS) 2020 Renewal Confirmation Program Agreement; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020



**ACA Reporting and Tracking Service (ARTS)
2020 Renewal Confirmation Program Agreement
HEBP Member: (Pooled Group or ASO)**

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2020 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2019 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

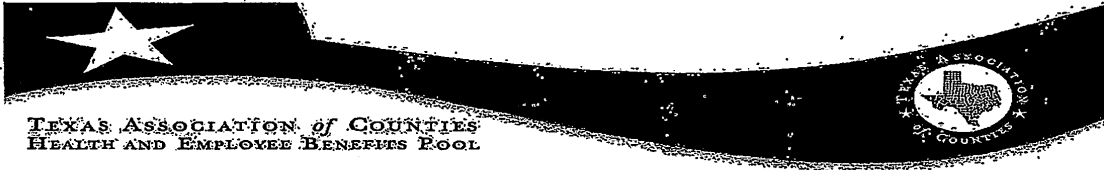
Program Requirements

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP. Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.
- 2) Group agrees to pay program fees as described in the 2020 ARTS Fee Schedule.

Enrollment and Data Submission Deadlines

- Please refer to the attached "2020 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than April 15, 2020 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 3, 2020 to avoid late fees, however, we recommend that you continue sending your files after each payroll or at least monthly to avoid getting backlogged.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 23, 2020



**ACA Reporting and Tracking Service (ARTS)
 HEBP Member (Fully Insured or ASO)
 2020 Fee Schedule for Renewing Participant**

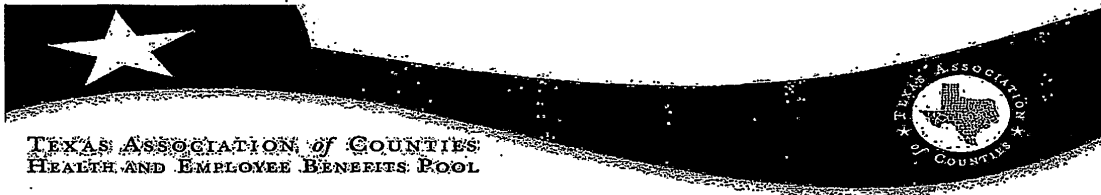
1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	<input checked="" type="checkbox"/>	Optional Forms Distribution <i>(group chooses to have TAC mail employee forms)</i>	\$ 1.50 / form	If applicable, will be billed in 2021 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form <i>(after 4/15/2020)</i>	\$1,500	
4	<input type="checkbox"/>	Late fee for data submission <i>(after 8/3/2020 and/or 1/8/2021)</i>	\$3,000	If applicable, will be billed in 2021 after forms are produced
		Total Amount Due: <i>(if zero, enter 0.00)</i>		\$ _____

**Per 1095C form*

Fees subject to change annually

TP Initials

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020



ACA Reporting and Tracking Service (ARTS)
Contact Designation Form

Contracting Authority: Colorado County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Raymie Kana Title: County Auditor
Address: 318 Spring St., Suite 104 Columbus, TX 78934
Phone: (979) 732-2791 Fax: (979) 732-2924
Email: raymie.kana@co.colorado.tx.us

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Raymie Kana Title: County Auditor
Mailing Address: 318 Spring St., Suite 104 Columbus, TX 78934
Delivery Address (no PO Boxes): 318 Spring St., Suite 104 Columbus, TX 78934
Phone: (979) 732-2791 HIPAA Secured Fax#: (979) 732-2924
Email: raymie.kana@co.colorado.tx.us

Other Contact Emails for ARTS correspondence regarding data files, if any:
tammy.woolls@co.colorado.tx.us

[Signature]
Signature of County Judge or Contracting Authority

3/23/2020
Date

Ty Pradise, County Judge

Print Name and Title

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

 7. Budget Calendar for 2020 fiscal year. (Kana)

Judge Prause informed that the Senate Bill has accelerated our budget work and deadline is April 30th of Appraisal Roll Values; Budget draft must be filed with the County Clerk by August 16th; Budget cycle must be completed by September 14th. This is a tentative schedule just for the record.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

**COLORADO COUNTY
BUDGET AND TAX RATE PLANNING CALENDAR
FOR BUDGET YEAR 2021 AND TAX YEAR 2020**

Senate Bill 2 has made changes to the county budget and tax rate planning calendar. Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new revenue tax rate and voter-approval tax rate for the taxing unit. SB 2 changed the names of the tax rates (from "effective" tax rate to "no-new-revenue" tax rate and from "rollback" tax rate to "voter-approval" tax rate) but the process is similar. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

For counties with a population of fewer than 200,000, the majority of the SB2 will not be effective until January 2021.

By April 30 – Deadline for chief appraiser to provide preliminary tax roll values.

By May 15 – County Judge to send out budget request forms.

By June 12 – Budget request forms due back to the County Judge's Office.

June 22 – Commissioners' Court review budget requests.

July 13 – Departmental hearings with Commissioners' Court (if needed).

July 13 – Complete initial budget analysis.

By July 25 – Deadline for the chief appraiser to certify appraisal roll to Tax A/C.
(If the appraisal review board for an appraisal district has not approved the appraisal records for the district by July 20, the chief appraiser must prepare and certify an estimate of the taxable value of the property.)

July 27 – Present proposed budget to Commissioners' Court

By Aug 1 (or as soon as practicable after) – The Tax A/C must submit the appraisal roll for the County with the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the Commissioners' Court.

The appraisal district must certify the anticipated collection rate for the current year for the County.

**MINUTES OF THE COLORADO COUNTY
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As soon as practicable after Aug 1 – The designated officer or employee must calculate the no-new-revenue tax rate and the voter-approval tax rate and submit and certify the calculations forms to the Tax A/C.

By Aug 7 (or as soon as practicable after) – The designated officer or employee must submit the rates to the Commissioners' Court and post the rates on the homepage of the county's website in the manner prescribed by the Comptroller.

The Chief Appraiser must deliver by mail or email a notice of where the estimated amount of taxes imposed on the property to each property owner in the county may be accessed.

This provision goes into effect in 2021 for counties with a population of fewer than 200,000.

Aug 10 – Prepare a schedule of proposed salaries, expenses or allowances for elected county or precinct officials.

Aug 10 – Notify each elected county or precinct official of their salary, expenses or allowances.

Aug 10 – Meeting of Commissioners' Court to discuss tax rate; if proposed tax rate exceeds the no-new-revenue tax rate, take record vote and schedule a public hearing not be held before the fifth day after notice is given – the date must be included in the published notice and on the County's website along with the tax rate calculations.

Same applies if the proposed tax rate exceeds the voter-approval tax rate except required to hold an election so that the voters may accept or reject the proposed rate. The tax rate must be approved 71 days before the Uniform Election Date. Deadline to order an election is the 78th day before the Uniform Election Date.

This provision goes into effect in 2021 for counties with a population of fewer than 200,000.

On or after Aug 16 – File proposed budget with county clerk.

Aug 24 – Publish "Notice of Public Hearing on 2021 Budget" 10-30 days before hearing.

Aug 24 – Publish "Notice of Public Hearing on 2020 Tax Rate".

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Aug 24 – Publish in a newspaper of general circulation in the county a notice of any elected county or precinct officials' salaries, expenses or allowances that are proposed to be increased; and the amount of the proposed increase.
(10 days prior to meeting)

Sept 14 - Hold public meeting to set the salaries, expenses or allowances of the elected county or precinct officials.

Sept 14 – Hold Public Hearing on 2021 Budget.

Sept 14 – Meeting of Commissioners' Court to adopt the 2021 Budget.

Sept 14 – Hold Public Hearing on 2020 Tax Rate.

Sept 14 – Meeting of Commissioners' Court to adopt the 2020 Tax Rate.
(The Commissioners' Court must adopt a tax rate before the later of September 30 or the 60th day after the certified appraisal roll is received.)

Dates are subject to change without notice due to the fact that the Truth-in-Taxation section of the Comptroller's Website is not updated to reflect the changes of SB2. It is important to note that the Texas Comptroller of Public Accounts will disseminate new forms to assist all taxing entities in calculating a tax rate for 2020. The Comptroller anticipates the forms and sample templates will be available in the spring of 2020.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

- __8. Consent:
- a. Governor Greg Abbott's Proclamation certifying that COVID-19 poses and imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas.
 - b. Colorado County Declaration of Local Disaster COVID- 19.
 - c. Governor Greg Abbott's Executive Order NO. GA-08 relating to COVID-19 preparedness and mitigation.
 - d. Certificate of Liability Insurance posted by:
 - 1. Huvar Farms, Inc. (2/5/2020 – 2/5/2021);
 - 2. Sundown Energy, LP (3/1/2020 – 3/1/2021); and
 - 3. Viper Oil & Gas, a Division of Viper S.W.D., LLC (8/1/2019-8/1/2020).
 - e. Performance Bond No. 107234659 posted by KC Lease Service, Inc. dba Matagorda Construction & Materials.
 - f. Payment Bond No. 107234659 posted by KC Lease Service, Inc. dba Matagorda Construction & Materials.
 - g. Zion Simmons declines to serve on Grievance Committee.

**Motion by Commissioner Hahn to approve all Consent Items as presented;
seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so
ordered.
(See Attachment)**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

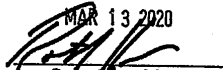


GOVERNOR GREG ABBOTT

March 13, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:20 AM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAR 13 2020

Secretary of State

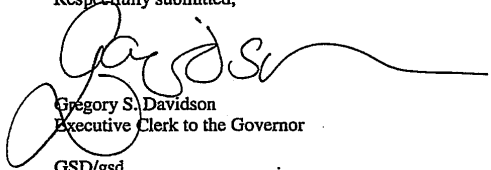
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation certifying that COVID-19 poses an imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, as of March 13, 2020, there are more than 30 confirmed cases of COVID-19 located in multiple Texas counties; and

WHEREAS, there are more than 50 Texans with pending tests for COVID-19 in Texas; and

WHEREAS, some schools, universities, and other governmental entities are beginning to alter their schedules, and some venues are beginning to temporarily close, as precautionary responses to the increasing presence of COVID-19 in Texas; and

WHEREAS, costs incurred to prepare for and respond to COVID-19 are beginning to mount at the state and local levels; and

WHEREAS, the State of Texas has already taken numerous steps to prepare for COVID-19, such as increasing laboratory testing capacity, coordinating preparedness efforts across state agencies, and working with local partners to promote appropriate mitigation efforts; and

WHEREAS, it is critical to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

WHEREAS, declaring a state of disaster will facilitate and expedite the use and deployment of resources to enhance preparedness and response.

NOW, THEREFORE, I, GREG ABBOTT, Governor of the State of Texas, do hereby certify that COVID-19 poses an imminent threat of disaster. In accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I hereby declare a state of disaster for all counties in Texas.

Pursuant to Section 418.017 of the code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:26AM O'CLOCK

MAR 13 2020

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

Governor Greg Abbott
March 13, 2020

Proclamation
Page 2

with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 13th day of March, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:20 AM O'CLOCK

MAR 13 2020

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020



Colorado County, Texas

TY PRAUSE
County Judge

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

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

REQUEST FOR EMERGENCY DECLARATION

March 17, 2020

The Honorable Greg Abbott
Governor of Texas
c/o State Coordinator
Division of Emergency Management
P.O. Box 4087
Austin, Texas 78773-001

Dear Governor Abbott:

Extraordinary measures must be taken to mitigate and contain COVID-19 and prevent its spread throughout the County of Colorado, Texas. Pursuant to Section 433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for Colorado County, Texas, and issue appropriate directives to deal with the emergency, including:

- A state of disaster declared for Colorado County.
- That the County's Emergency Management Plan has been implemented.
- Resources of the State of Texas be directed for the public health and safety of the citizens of Colorado County, Texas.

Furthermore, I respectfully request that successive proclamations be issued and remain in effect until the threat to life, public health and safety, and orderly functions of state and local government are fully restored.


Ty Prause
County Judge, Colorado County

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020



FILED FOR RECORD
COLORADO COUNTY, TX

2020 MAR 17 PM 3:14

KIMBERLY MENKE
COUNTY CLERK

KM

STATE OF TEXAS §
§
COUNTY OF COLORADO §

DISASTER DECLARATION

COVID-19 Coronavirus

WHEREAS, the United States Federal Government declared a national emergency on March 13, 2020 and the State of Texas declared a statewide Public Health Disaster on March 13, 2020 as a result of the COVID-19 outbreak; and

WHEREAS, the spread of the Coronavirus disease poses a threat to the health and safety of the citizens of Colorado County and threatens the functions and operations of the local hospitals, medical clinics, healthcare providers, EMS ambulance service, and county offices; and

WHEREAS, the Texas Government Code Chapter 418 provides a county judge the power to declare a local disaster in order to protect the citizens of the county and maintain order and public safety in times of catastrophe; and

WHEREAS, the declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of injury to the public; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of a potential spread of the COVID-19 Coronavirus; and

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

WHEREAS, by enacting this Disaster Declaration Colorado County hereby formally requests the securement of adequate resources from the State of Texas for emergency services, emergency response, or law enforcement; and


NOW THEREFORE BE IT PROCLAIMED BY THE COUNTY JUDGE OF COLORADO COUNTY, TEXAS:

1. The COVID-19 outbreak poses an imminent threat of disaster.
2. A local state of disaster is hereby declared for Colorado County, Texas pursuant to §418.108(a) of the Texas Government Code.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

3. Pursuant to §418.108(b) of the Texas Government Code, this state of disaster shall continue for a period of not more than seven days of the date hereof unless the same is continued or renewed by consent of the Commissioners Court of Colorado County, Texas.
4. Public gatherings *shall* be limited to 25 people or less and private gatherings of 10 or more people *should* be avoided.
5. Pursuant to §418.108(c) of the Texas Government Code this declaration of a state of disaster shall be given prompt and general publicity and shall be filed promptly with the Colorado County Clerk and the Texas Division of Emergency Management.
6. Pursuant to §418.108(d) of the Texas Government Code this declaration of a state of disaster activates the Colorado County Emergency Management Plan.
7. A violation of this Disaster Declaration may be punishable by a fine or confinement in jail.
8. This Proclamation shall take effect immediately and after its issuance.

SO ORDERED, PROCLAIMED AND PUBLISHED on this 17th day of March 2020.



Ty Prause
Colorado County Judge

Attest:



Kimberly Menke
Colorado County Clerk



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

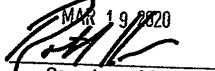


GOVERNOR GREG ABBOTT

March 19, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:59 AM - O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAR 19 2020

Secretary of State

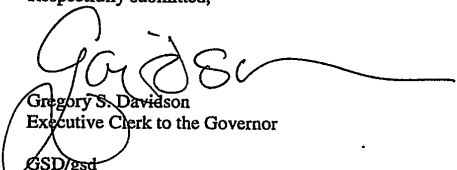
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 19, 2020

EXECUTIVE ORDER
GA 08

Relating to COVID-19 preparedness and mitigation.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Texas; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, call upon Americans to slow the spread of COVID-19 by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, under the Texas Disaster Act of 1975, "[t]he governor is responsible for meeting . . . the dangers to the state and people presented by disasters" (Section 418.001 of the Texas Government Code), and the legislature has given the governor broad authority to fulfill that responsibility.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective 11:59 p.m. on March 20, 2020, and continuing until 11:59 p.m. on April 3, 2020, subject to extension thereafter based on the status of COVID-19 in Texas and the recommendations of the CDC:

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:52 AM O'CLOCK

MAR 19 2020

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

Governor Greg Abbott
March 19, 2020

Executive Order GA-08
Page 2

- Order No. 1 In accordance with the Guidelines from the President and the CDC, every person in Texas shall avoid social gatherings in groups of more than 10 people.
- Order No. 2 In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged throughout the limited duration of this executive order.
- Order No. 3 In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.
- Order No. 4 In accordance with the Guidelines from the President and the CDC, schools shall temporarily close.

This executive order does not prohibit people from visiting a variety of places, including grocery stores, gas stations, parks, and banks, so long as the necessary precautions are maintained to reduce the transmission of COVID-19. This executive order does not mandate sheltering in place. All critical infrastructure will remain operational, domestic travel will remain unrestricted, and government entities and businesses will continue providing essential services. For offices and workplaces that remain open, employees should practice good hygiene and, where feasible, work from home in order to achieve optimum isolation from COVID-19. The more that people reduce their public contact, the sooner COVID-19 will be contained and the sooner this executive order will expire.

This executive order supersedes all previous orders on this matter that are in conflict or inconsistent with its terms, and this order shall remain in effect and in full force until 11:59 p.m. on April 3, 2020, subject to being extended, modified, amended, rescinded, or superseded by me or by a succeeding governor.



Given under my hand this the
19th day of March, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughes in black ink.
RUTH R. HUGHES
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:52 AM O'CLOCK

MAR 19 2020

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**



TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

POLICY NUMBER
539474

FARM LIABILITY COVERAGE FORM DECLARATION

INSURED **HUVAR FARMS INC**
PO BOX 42
GARWOOD TX

77442

POLICY PERIOD
FROM 02/05/20 TO 02/05/21

12:01 A.M. Standard Time

**AT YOUR MAILING
ADDRESS SHOWN.**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: CORPORATION

DESCRIPTION OF PREMISES (SEE ATTACHED SCHEDULE)

COVERAGES PROVIDED	LIMITS OF INSURANCE
COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 2,000,000
COVERAGE I - PERSONAL AND ADVERTISING INJURY LIABILITY	GENERAL AGGREGATE LIMIT
COVERAGE J - MEDICAL PAYMENTS	
COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 1,000,000
COVERAGE J - MEDICAL PAYMENTS	EACH "OCCURRENCE" LIMIT
COVERAGE I - PERSONAL AND ADVERTISING INJURY LIABILITY	\$ 1,000,000
COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 50,000
FIRE DAMAGE LIMIT	ANY ONE FIRE
COVERAGE J - MEDICAL PAYMENTS	ANY ONE PERSON LIMIT \$ 5,000
ADDITIONAL COVERAGE B. - DAMAGE TO PROPERTY OF OTHERS	\$ 500

PREMIUM FOR SCHEDULED PREMISES POLICY PREMIUMS
\$ 273

FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENT INSURANCE	
(B) NUMBER OF FULL TIME "FARM EMPLOYEES" WORKING 180 DAYS PER YEAR OR MORE:	\$
NUMBER OF PART TIME "FARM EMPLOYEES" WORKING OVER 40 DAYS PER YEAR:	\$
NUMBER OF MAN DAYS:	\$

CUSTOM FARMING

RECEIPTS FROM "FARMING" OPERATIONS PERFORMED BY THE "INSURED," IF GREATER THAN \$2,000.	\$
RECEIPTS FROM RECREATIONAL LAND USE IF GREATER THAN \$15,000.	\$
NUMBER OF "RESIDENCE EMPLOYEES" IN EXCESS OF TWO:	\$
OTHER ENDORSEMENT PREMIUM	\$ 102
TOTAL PREMIUM	\$ 375

PREMIUM SHOWN IS PAYABLE: ON OR BEFORE EFFECTIVE DATE OF POLICY

FORMS APPLICABLE (SHOW NUMBERS.)

FL00200187 FL99011104 TFB741 TFB742 TFB744 TFB746
TFB719 TFB720 TFB721

MS 1E 045-25573 2PLB N 539474

01-13-2020

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 23, 2020

TEXAS FARM BUREAU INSURANCE® <small>AUTO / HOME / LIFE</small>	TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY PO BOX 2689 • WACO TX 76702-2689	POLICY NUMBER 539474
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**FARM LIABILITY COVERAGE FORM
 SCHEDULE**

INSURED HUVAR FARMS INC PO BOX 42 GARWOOD TX	77442	POLICY PERIOD FROM 02/05/20 TO 02/05/21 <small>12:01 A.M. Standard Time</small>
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 DECLARATIONS (CONTINUED) SCHEDULE-FARM LIABILITY COVERAGE FORM
 DESCRIPTION OF PREMISES

INSURED LOCATION NO	BLDG NO./LOCATION*	ACREAGE
01905	2706 FM 333 RD, GARWOOD, TX	32
01418	1000 COUNTY ROAD 116, GARWOOD, TX	100
01418	10M E GARWOOD, TX ON FM 2641	0.00
01418	10ME GARWOOD, TX ON FM 2641	0.00
01418	10M E GARWOOD, TX ON FM 2641	0.00
01418	571 HASTEDT ST, GARWOOD, TX	1
01418	3M NW LOUISE, TX ON CR 312 - <i>Removed 2-3-20</i>	2

*2-3-20
 Added 5 miles SW Garwood CR 114 54 Acre*

* STATE NUMBER OF ACRES. IDENTIFY LOCATION BY SECTION OR CIVIL DISTRICT, TOWNSHIP, RANGE, DISTANCE IN MILES BY COMPASS DIRECTION FROM NEAREST TOWN; TOWN, STATE. IDENTIFY ROAD, WHERE ROAD LEADS FROM, LOCATION OF ROAD AS TO COUNTY AND STATE.

S 1231-2011 (FDLGE - POLICE) (85-01-202)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2020

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

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

PRODUCER MODCO INSURANCE AGENCY, INC. 6300 RIDGLEA PLACE #920 FORT WORTH TX 76116	CONTACT NAME: Pam Brewer PHONE (A/C, No, Ext): (817) 546-1955 FAX (A/C, No): (817) 546-1957 E-MAIL ADDRESS: pam@modcoins.com PRODUCER CUSTOMER ID #: 00000004
INSURED Sundown Energy, LP Knoll Trail Plaza, Suite 100 16400 Dallas Parkway Dallas TX 75248	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Ins. Co. INSURER B: Markel Int'l Ins. Co., Ltd INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2020 Master Certificate **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC			3605-75-14	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7360-72-10	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			7818-89-90	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7177-09-12	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CONTROL OF WELL AND EXTRA EXPENSE			JCOW101534	03/01/2020	03/01/2021	COW: 5MM AOO; 10MM AOO CCC: 1MM AOO

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CERTIFICATEHOLDER NAMED AN ADDITIONAL INSURED ON GL, AUTO, UMBRELLA AND OEE, WITH WAIVER OF SUBROGATION ON GL, AUTO, UMBRELLA, OEE AND WORKERS COMPENSATION, AND 30 DAYS NOC AS REQUIRED BY WRITTEN CONTRACT- Re: Corcoran Gas Unit No. 1 Well No. 2, Colorado County, TX - boring under Precinct 2 County Roads for installation of pipelines.

CERTIFICATE HOLDER (979) 732-9389 Colorado County Judge 400 Spring, Room 113 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Ray/PAM
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

MAR 11 2020

ELCAM-1

OP ID: JB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2020

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

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

PRODUCER Energy Insurance Group P.O. Box 963 Richmond, TX 77406 Scott Kulcak	832-449-3232	CONTACT NAME Janice Bloise	PHONE (A/C, No, Ext): 832-449-3232	FAX (A/C, No): 832-449-3061
		E-MAIL ADDRESS: janice@energyinsgroup.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Everest Indemnity Ins. Co.		10851
		INSURER B: Everest Denali Insurance Co.		16044
		INSURER C: James River Insurance Co		12203
		INSURER D: Markel American Insurance		28932
		INSURER E: Evanston Insurance Company		35378
		INSURER F: Texas Mutual Insurance Co		22945

INSURED
Viper Oil & Gas A Division of
Viper S.W.D., LLC
402 Dam Road
El Campo, TX 77437

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

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

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	EN6ML00018-191	08/01/2019	08/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
E	<input checked="" type="checkbox"/> SWD Gen Liability			MKLV4ENV102384	08/01/2019	08/01/2020	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/>	X	X	EN6CA00052-191	08/01/2019	08/02/2020	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Deductible \$ 2,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	00072968-3	08/01/2019	08/01/2020	AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			0001234916	03/09/2020	03/09/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Equipment/IM			MKLM5IM0051289	08/01/2019	08/01/2020	Deductibl \$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

CERTIFICATE HOLDER	CANCELLATION
COLORAD Colorado County Judge 400 Spring, Room 113 Columbus, TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

**PERFORMANCE
BOND**
(Public Work)

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 107234659

KNOW ALL BY THESE PRESENTS, That we, K C Lease Service, Inc. dba Matagorda Construction & Materials, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Colorado County, as Obligee, in the sum of Three hundred and fifty thousand and 00/100 Dollars (350,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated 03-11-2020 for Road Maintenance ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

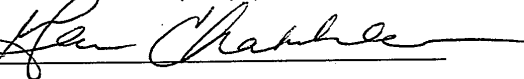
6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

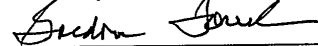
8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 11 day of March, 2020.

K C Lease Service, Inc. dba Matagorda Construction & Materials
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Gordon Sorrel, Attorney-in-Fact

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224775

Certificate No. 004746685

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gordon Sorrel

of the City of El Campo, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 28th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**


5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 11th day of March, 2020.

K C Lease Service, Inc. dba Matagorda Construction & Materials
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Gordon Sorrel, Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020



MAR 12 2020

Colorado County, Texas

TY PRAUSE
County Judge

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

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

February 24, 2020

Mr. Zion Simmons
925 Rampart
Columbus, Texas 78934

PLEASE RETURN

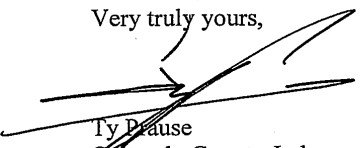
Dear Mr. Simmons:

The law requires that the Commissioners Court officially organize a Grievance Committee, whose job it is to consider a grievance of a county elected official with respect to the salary set for that official by the Commissioners Court. The Grievance Committee is composed of the six county-wide elected officials and three persons drawn from the list of Grand Jurors that served in the past. Your name was drawn from that list of Grand Jurors at the Commissioners Court meeting on January 13, 2020.

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

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

Very truly yours,


Ty Prause
Colorado County Judge

TP:sam
Enclosure

I agree to serve _____

I decline to serve 38

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

__9. Examine and approve all accounts payable and budget amendments.

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

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 7
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T	212922	R	PHONE SVC/ACCT#713 A80-6235 692 8	35.87
	AT&T	212928	R	PHONE SVC/ACCT#713 A80-6235 692 8	71.74
	AT&T LONG DISTANCE	212960	R	LONG DISTANCE SVC/INV#858540623-0	1.71
	AT&T LONG DISTANCE	212969	R	LONG DISTANCE SVC/INV#858540623-0	1.57
	CAVENDER FORD	213200	A	FORD F150 TRUCK REPAIRS/INV#143366	1,194.36
	CAVENDER FORD	213201	A	FORD F150 TRUCK REPAIRS/INV#143163	491.79
	JA'SHAE HORN	213212	A	D-11 TEAFCS REGISTRATION	25.00
	RMA TOLL PROCESSING	213009	R	TOLL CHG ON 2-24/INV#100010358204	2.40
	TEXAS AGRILIFE	213226	A	REIMB PURCHASE OF WOOD STAKES	11.86
	TIME WARNER CABLE ENTERPRISES LLC	213229	A	INTERNET @ AG BLDG	120.62
	DEPARTMENT TOTAL				1,956.92
0695-MISCELLANEOUS					
	AT&T	212924	R	PHONE SVC/ACCT#713 A80-6235 692 8	42.03
	AT&T	212932	R	PHONE SVC/ACCT#713 A80-6235 692 8	35.87
	AT&T	212945	R	PHONE SVC/ACCT#713 A80-6235 692 8	35.87
	COLORADO COUNTY CITIZEN	213047	A	HELP WANT AD/JAILER	216.00
	COLORADO COUNTY CITIZEN	213048	A	NOTICE TO BIDDERS/FUEL & RD PAVING	272.00
	COLORADO COUNTY CITIZEN	213049	A	PUBLISH FINANCIAL TRANSACTIONS	384.00
	MARVIN NEUENDORFF	213093	A	(4) COYOTE BOUNTIES	40.00
	OGINFO.COM, LLC	213099	A	DAILY OIL & GAS REPORT/INV#20126	31.99
	PRESTIGE OFFICE PRODUCTS, LLC	213100	A	PAPER/INV#117167	113.97
	PRESTIGE OFFICE PRODUCTS, LLC	213103	A	COPY PAPER/INV#117242	75.98
	PRESTIGE OFFICE PRODUCTS, LLC	213218	A	(8) CASES PAPER/INV#117336	303.92
	STAN WARFIELD	213114	A	POSTAGE FOR CERTIFIED MAIL	14.15
	TIME WARNER CABLE ENTERPRISES LLC	213022	R	TRUNKED VOICE SVC/INV#0126295030620	31.42
	TIME WARNER CABLE ENTERPRISES LLC	213230	A	FIBER INTERNET @ COURTHOUSE	653.41
	DEPARTMENT TOTAL				2,250.61
	FUND TOTAL				224,302.29

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 8
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	AT&T	212927	R	PHONE SVC/ACCT#713 A80-6235 692 8	38.88
	AT&T	212942	R	PHONE SVC/ACCT#713 A80-6235 692 8	65.44
	RISE BROADBAND	213222	A	INTERNET @ AIRPORT	70.37
	TRI-COUNTY PETROLEUM, INC.	213233	A	2000 GALS JET A FUEL/INV#90482	3,493.28
	DEPARTMENT TOTAL				3,667.97
	FUND TOTAL				3,667.97

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 9
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMENTS					
	A L & M BUILDING SUPPLY	213140	A	KEYS/CUST#5131	5.58
	A L & M BUILDING SUPPLY	213141	A	PVC PIPE & SAWZALL BLADE/CUST#5131	94.29
	AT&T	212920	R	PHONE SVC/ACCT#713 A80-6235 692 8	32.72
	AT&T LONG DISTANCE	212968	R	LONG DISTANCE SVC/INV#858540623-0	13.22
	CINTAS CORPORATION	213145	A	UNIFORMS/INV#4044485924,4055133683	159.58
	COLORADO COUNTY OIL CO., INC.	213164	A	600 GALS GAS,1288 GALS DIESEL/405852	3,658.65
	COLUMBUS AUTO SUPPLY	213165	A	(3) BATTERIES/INV#131146	386.85
	DANKLEFS PIPE CO.	213170	A	40' 18" PLASTIC PIPE/INV#3574	590.00
	HOFFER TRUCK COMPANY, INC.	213171	A	PARTS/INV#279811	657.00
	JOHN DEERE FINANCIAL	213173	A	PARTS/ACCT#01042-62002	1,192.95
	KYRISH TRUCKS CENTERS OF VICTORIA	213174	A	PARTS/INV#X501021592-01	142.05
	LARRY'S SUPER SERVICE	213176	A	TIRES/INV#111631, 111619	434.90
	LARRY'S SUPER SERVICE	213177	A	TIRE REPAIRS/INV#111631, 111619	40.85
	TAC RISK MANAGEMENT POOL	213121	A	2ND QTR WORKERS COMP CONTRIBUTION	6,762.00
	TEXAS DISPOSAL SYSTEMS, INC.	213189	A	MARCH TRASH SVC/INV#5288050	140.61
	DEPARTMENT TOTAL				14,311.25
	FUND TOTAL				14,311.25

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 10
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMENTS					
	B & D GRAPHICS	213029	A	(4) TRUCK DECALS/INV#2370	66.00
	BERNARDO TRUCKING COMPANY	213031	A	54.1 TONS BASE MATERIAL/INV#12875	1,082.00
	CAVENDER AUTO COUNTRY CHEV BUICK GM	213032	A	LATCH/INV#1492	68.29
	COLORADO CO TAX ASSESSOR/COLLECTOR	212983	R	VEHICLE REG RENEWAL/LP#1229321	7.50
	DON'S REPAIR SHOP	213268	A	INSPECTIONS/INV#7112,7256	51.00
	EDWARD J. SEIFERT OIL CO.	213209	A	5 GALS GEAR OIL/INV#53719	164.00
	GORMAN UNIFORM RENTAL, INC	213211	A	UNIFORMS/INV#2531846,2533104	259.53
	M-G FARM SERVICE CENTER	213091	A	TEMPORARY FENCE MATERIAL/CUST#3310	392.81
	M-G FARM SERVICE CENTER	213214	A	SHOP SUPPLIES/CUST#3310	461.70
	M-G FARM SERVICE CENTER	213259	A	NUTS & BOLTS/CUST#3310	14.94
	MUSTANG CAT	213095	A	PARTS/INV#PART5206683,PART5206684	672.36
	NUECES POWER EQUIPMENT	213097	A	PARTS/INV#34110V	831.61
	SHOPPA'S FARM SUPPLY	213186	A	PARTS/INV#1099684	10.18
	SHOPPA'S FARM SUPPLY	213258	A	RELAY/INV#1105819	44.34
	TAC RISK MANAGEMENT POOL	213122	A	2ND QTR WORKERS COMP CONTRIBUTION	7,135.00
	TRAFCO INDUSTRIES INC.	213260	A	SIGNS/INV#48199	114.00
	WALLER COUNTY ASPHALT, INC	213134	A	25.69 TONS COLD MIX/INV#18370	2,684.61
	WALLER COUNTY ASPHALT, INC	213135	A	25.02 TONS COLD MIX/INV#18367	2,614.59
	WALLER COUNTY ASPHALT, INC	213136	A	24.98 TONS COLD MIX/INV#18390	2,610.41
	WALLER COUNTY ASPHALT, INC	213137	A	25.11 TONS COLD MIX/INV#18378	2,624.00
	WALLER COUNTY ASPHALT, INC	213234	A	25.33 TONS COLD MIX/INV#18409	2,646.99
	WALLER COUNTY ASPHALT, INC	213235	A	25.14 TONS COLD MIX/INV#18429	2,627.13
	WICK'S WESTERN AUTO	213138	A	FUEL FILTER/CUST#5900	11.00
	DEPARTMENT TOTAL				27,193.99
	FUND TOTAL				27,193.99

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 11
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMENTS					
	AT&T	212936	R	PHONE SVC/ACCT#713 A80-6235 692 8	74.02
	AT&T LONG DISTANCE	212967	R	LONG DISTANCE SVC/INV#858540623-0	5.35
	BARTEN CO. LLC	213195	A	144 YDS PITRUN GRAVEL/INV#10493	1,656.00
	BERNARDO TRUCKING COMPANY	213196	A	52.53 TONS FLEXBASE/INV#12888	945.54
	BERNARDO TRUCKING COMPANY	213197	A	82.01 TONS PREMIX/INV#12876	3,084.96
	CINTAS CORPORATION	213202	A	SHOP SUPPLIES/INV#4044990449	39.27
	CINTAS CORPORATION	213203	A	UNIFORMS/INV#4045634497,4044990449	342.92
	COLORADO CO TAX ASSESSOR/COLLECTOR	213204	A	VEHICLE REG RENEWAL/LP#1097976	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	213205	A	VEHICLE REG RENEWAL/LP#1229242	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	213206	A	VEHICLE REG RENEWAL/LP#1229138	7.50
	COLORADO COUNTY OIL CO., INC.	213207	A	GREASE/INV#405457	269.47
	JOHN DEERE FINANCIAL	213213	A	TRACTOR PARTS/ACCT#75317-75398	487.77
	TAC RISK MANAGEMENT POOL	213123	A	2ND QTR WORKERS COMP CONTRIBUTION	7,111.00
	WYLIE MANUFACTURING CO.	213236	A	LAWN GUN/INV#509117	148.76
	DEPARTMENT TOTAL				14,187.56
	FUND TOTAL				14,187.56

03/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 12
 TIME:08:33 AM CLAIMS FOR PAYMENT AS OF MARCH 23, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4 TOTAL DISBURSEMENTS					
	AMERICAN TIRE DISTRIBUTORS INC	213263	A	TIRES/INV#S134777539,S134969869	2,308.96
	AT&T	212921	R	PHONE SVC/ACCT#713 A80-6235 692 8	45.25
	AT&T LONG DISTANCE	212959	R	LONG DISTANCE SVC/INV#858540623-0	3.76
	BRAUNTEX MATERIALS INC.	213251	A	77.22 TONS BASE MATERIAL/INV#108320	444.01
	CINTAS CORPORATION	213237	A	UNIFORMS/INV#4044485895,4045133652	192.14
	COLORADO COUNTY OIL CO., INC.	213238	A	1242 GALS DIESEL/INV#404957	2,353.23
	COLORADO COUNTY OIL CO., INC.	213239	A	1100 GALS DIESEL/INV#405029	2,192.08
	DARRELL GERTSON	213240	A	MILEAGE (3-6 TO 3-18)	304.75
	HERRMANN INTERNATIONAL	213243	A	PARTS/INV#001-100008	146.79
	SCHAEFFER MFG. CO.	213245	A	55 GALS MOTOR OIL/INV#GX4189-INV1	1,122.55
	SYNCB/AMAZON	213119	A	WIFI ROUTER & EPSON PRINT CARTRIDGE	84.97
	TAC RISK MANAGEMENT POOL	213124	A	2ND QTR WORKERS COMP CONTRIBUTION	4,313.00
	TEXAS ALTERNATOR STARTER SERVICE	213246	A	REGULATOR/INV#5001861	622.40
	WALLER COUNTY ASPHALT, INC	213249	A	15.19 TONS COLD MIX/INV#18399	1,367.10
	WCA WASTE SYSTEMS INC	213250	A	FEB TRASH SVC/ACCT#104003681	35.25
	DEPARTMENT TOTAL				15,536.24
	FUND TOTAL				15,536.24

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

COLORADO COUNTY, TEXAS MARCH 16TH THRU 31ST 2020 PAID ON MARCH 27, 2020									
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	270,700.79	22,031.28	52,187.45	32,296.93	377,216.45				
(DEDUCTIONS)	()	(22,031.28)	(7,349.74)	(18,775.75)					
AIRPORT						7283	TAC HEBP		163,884.65
(DEDUCTIONS)	()	()	()	()			AMERICAN GENERAL		37.29
R&B PCT #1	12,108.75	894.51	2,993.39	1,448.25	17,444.90	7285	AIREVAC		18.00
(DEDUCTIONS)	()	(894.51)	(313.07)	(847.61)			MASA		1,034.00
						7287	LINA		47.25
						7288	PIC		26.40
R&B PCT #2	11,148.50	847.28	2,980.49	1,333.02	16,319.29				
(DEDUCTIONS)	()	(847.28)	(32.94)	(780.40)					
R&B PCT #3	13,657.25	933.12	2,567.56	1,535.67	18,673.60		TEXAS CSDU		2,544.16
(DEDUCTIONS)	()	(933.12)	(1,347.86)	(954.61)			TEXAS LIFE		654.62
							TRANSAMERICA		352.08
							NACO		525.00
R&B PCT #4	10,645.50	777.59	2,987.44	1,277.46	15,687.99		AFLAC		5,707.91
(DEDUCTIONS)	()	(777.59)	(337.70)	(745.19)			TCDRS		119,258.79
CO ATTY FORFEITURE	167.50	12.76	0.00	20.12	200.38		FED'L RESERVE BANK		72,896.57
(DEDUCTIONS)	()	(12.76)	(0.00)	(11.73)			DENTAL SELECT		183.63
							VOYA		1,152.50
							GYM MEMBERSHIP		876.96
SECURITY FUND	926.25	70.65	0.00	111.15	1,108.05				
(DEDUCTIONS)	()	(70.65)	(0.00)	(64.84)					
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00		Social Security		38,301.74
(DEDUCTIONS)	()	(0.00)	(0.00)	(0.00)			Medicare Tax		8,957.60
							FED WHI		25,637.23
									72,896.57
CO. ATTY. SUPPLEMENTA	921.50	70.04	0.00	110.61	1,102.15				
(DEDUCTIONS)	()	(70.04)	(0.00)	(64.51)					
TOTALS	320,256.04	25,637.23	63,726.33	38,133.21	447,752.81		EMPLOYER		75,321.02
		(25,637.23)	(9,381.31)	(22,244.64)			EMPLOYEE		43,937.77
		51,274.46	73,107.64	60,377.65			TCDRS		119,288.79
							CAD		
							GWD		
							RETIREE		
							COBRA		
							TAC INS		163,884.65

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

Lin County Software and Support

Page 1 of 1



Budgetary Accounting - General Ledger System
General Ledger Transaction Information Screen

Help

Reverse this Journal Entry

Reversal Effective Date

03-23-2020

Document Imaging

Exit this Screen

Compound Journal Entry Information

Effective Date: 03-23-2020		Transaction Number: 1613		
Entry Date and Time: 03-23-2020 - 07:40 AM		Employee: 4 - R Kana		
GASB Transaction: No		***** Multi Line Transaction Counts *****		
Unbalanced Transaction No		Group Line Number: 1 of 4		
Fund Cross Post Transaction No		EOY Adjusting Entry: No		
Description: 1613 - TRANSFER TO SECURITY FUND AS PER BUDGET				
Record No	Acct No	Account Title	Debit Amount	Credit Amount
12390	12-010-100	GENERAL FUND, CHECKING		35,000.00
12391	12-695-950	TRANSFER TO COURTHOUSE SECURITY FND	35,000.00	
12392	50-010-100	SECURITY FUND, CHECKING	35,000.00	
12393	50-100-912	TRANSFER FROM GENERAL FUND		35,000.00
Transaction Totals			70,000.00	70,000.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

**ORDER TO AMEND THE 2020 BUDGET
AS OF MARCH 23, 2020**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2020 Budget by transferring from one line item to another line item the following except for those revenues designated by a * (this is certification and expenditure of unanticipated revenue not included in the 2020 Budget as per S.B. 732):

- 12-100-450 County Specialty Court Account

03/23/2020
TIME:07:37 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1
PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000012377	CURRENT	03/23/2020	03/23/2020	004	12-100-302 DONATIONS/COUNTY WIDE	2,000.00
0000012378	CURRENT	03/23/2020	03/23/2020	004	12-100-319 V.I.T. OVERAGES(TAX A/C)	11,500.00
0000012379	CURRENT	03/23/2020	03/23/2020	004	12-100-323 JURY FEES	3,000.00
0000012380	CURRENT	03/23/2020	03/23/2020	004	* 12-100-450 COUNTY SPECIALTY COURT ACCT	1,000.00
0000012381	CURRENT	03/23/2020	03/23/2020	004	12-540-532 EQUIPMENT OVER \$500	4,000.00
0000012382	CURRENT	03/23/2020	03/23/2020	004	12-540-532 EQUIPMENT OVER \$500	4,000.00-
0000012383	CURRENT	03/23/2020	03/23/2020	004	12-560-402 CONTRACT IT SERVICES	40,000.00
0000012384	CURRENT	03/23/2020	03/23/2020	004	12-560-402 CONTRACT IT SERVICES	40,000.00-
0000012385	CURRENT	03/23/2020	03/23/2020	004	12-565-402 OUT-OF-COUNTY HOUSING INMATES	40,000.00
0000012386	CURRENT	03/23/2020	03/23/2020	004	12-565-496 JAILERS UNIFORMS	1,000.00
0000012387	CURRENT	03/23/2020	03/23/2020	004	12-640-913 BOYS & GIRLS CLUB	25,500.00
0000012388	CURRENT	03/23/2020	03/23/2020	004	12-665-454 REPAIRS TO AGENT PICK-UP	1,000.00
0000012389	CURRENT	03/23/2020	03/23/2020	004	12-695-574 CONTINGENCIES	50,000.00-
TOTAL BUDGET ADJUSTMENTS						-0- 35,800.00

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

MARCH
2020

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**



Form 105

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

County Name Colorado Co. Indigent Report for (Month/Year) 03/2020
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$533.05	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$9,473.00	
Laboratory/X-Ray Services	5.	\$183.92	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$899.96	
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. \$11,089.93
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. \$11,089.93

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>48,832.99</u>
GRTL \$ <u>6,737,510.74</u>	
4% of GRTL \$	<u>269,500.43</u>
6% of GRTL \$	<u>404,250.64</u>
8% of GRTL \$	<u>539,000.86</u>

Signature of Person Submitting Form 105

03/19/2020
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

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

APRIL, 2020

ACTIVE CASES:

Edwardo Torres
Donna Blair
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Kendric Thompson
Marnie Jones

Joe L. Toliver Jr.
Pamela Lieu
Albert Rios
Brandon Barton
Emily Rooks
Craig Cochran

DENIED DUE TO CHANGE :

DENIED APPLICATIONS:

APPROVED APPLICATIONS:

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

_10. Announcements (without discussion and no action) by elected officials/department heads.

Judge Prause stated before we do our announcements, we will move to the next posted Agenda, which was posted to begin at 9:30 A.M., and it is 9:32, within the time to start that meeting.

Commissioner Wessels stated that he had some people concerned about the substation by the Service Facility, this is the pipeline that has the substation. Also, all the information being available on the COVID-19 should be in Spanish. Magnolia Days committee will decide by April 3rd if the festival will go on. Also support our local merchants and restaurants.

Commissioner Kubesch updated on a business that wants to locate on Union Pacific property adjacent to CR 2104 by the Industrial Park in the ETJ in the City of Columbus. February 21, 2020 Colorado Material LTD submitted an application to register a proposed construction of a permit of a hot asphalt plant. On February 26, 2020 filed for a construction manufacturing facility. On March 2, 2020 clearing of the property began and on March 4, 2020 the reference process with TCEQ is complete and date on letterhead is March 9, 2020. We don't want this to become another hot mix storage facility such as Inland Environmental. Over the weekend (9) signs were put up on the County fence that says danger, no trespassing, hunting and fishing violators will be prosecuted. County paid for that fence, I maintain that fence.

Commissioner Gertson stated that everyone be careful.

Kimberly Menke, County Clerk announced that most County Offices and Buildings are closed around us and we are still open. With that happening we are getting the influx of Marriage Licenses from far away Counties. If there is any consideration of closing our office, we could still try to help them in other ways, but to keep from spreading the virus to our county from other counties.

Raymie Kana, County Auditor seconded Ms. Menke's motion. The Appraisal District has closed to the public as well as the City Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020**

_11. 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.

_12. Adjourn.

Motion by Judge Prause to adjourn at 9:47 A.M.; seconded by Commissioner Hahn;

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

**An audio recording of this meeting of March 23, 2020 is available in the County
Clerk's Office.**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 23, 2020

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 23rd day of March, 2020 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 23rd day of March, 2020.

Given under my hand and official seal of office this date March 23, 2020.

Handwritten signature of Kimberly Menke in cursive script, written over a horizontal line.