

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: August 24, 2020 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

Pursuant to the Suspension Order by Governor Abbott of certain provisions of the Texas Open Meetings laws, seating inside the County Courtroom shall be limited according to spacing guidelines to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). Anyone can also remotely participate in the meeting by the Zoom meetings app or a toll-free dial in number listed below:

Join Zoom Meeting

<https://txcourts.zoom.us/j/93198500943>

Meeting ID: 931 9850 0943

One tap mobile

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Join by Skype for Business

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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 24<sup>th</sup> day August 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:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Darrell Kubesch</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Tommy Hahn</b>	<b>Commissioner Precinct #3</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>Honorable Kimberly Menke</b>	<b>County Clerk</b>

**County Judge Ty Prause called the meeting to order at 9:02 A.M., followed by**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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  
AUGUST 24, 2020**

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

FILED FOR RECORD  
COLORADO COUNTY, TX

2020 AUG 20 PM 4:09

DATE OF MEETING: August 24, 2020 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
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CITY OF LOCATION: Columbus, Texas

KIMBERLY MENKE  
COUNTY CLERK

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

1. Agenda as posted.
2. Public comments.
3. Audience and discussion, but no action, regarding Great Southern Wood's Tax Abatement Agreement with Colorado County dated December 28, 2018.
4. Proclamation declaring September 10<sup>th</sup> through September 12<sup>th</sup> as "Colorado County Fair Days".

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_5. Order Restricting Outdoor Burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)
- \_6. Request by Columbus Chamber of Commerce to use courthouse grounds for the Ladies Night Out event to be held on December 3, 2020. (Wessels)
- \_7. Request by Billy Kahn, Executive Director of Columbus Chamber of Commerce, for the Commissioners to contribute \$7,483.32 to the Columbus Chamber of Commerce to assist with the project to upgrade the access to electricity on the courthouse grounds.
- \_8. Approve Caring Transports, LLC as a vendor to transport bodies to be autopsied to the Fort Bend County Medical Examiner's Office in Rosenberg. (Warfield)
- \_9. Resolution to accept the 2020 Help America Vote Act (HAVA) Election Security Sub-Grant. (LaCourse)
- \_10. Application submitted by San Bernard Electric Cooperative, Inc. to place 4 power poles and 1 anchor guy wire in the right-of-way of County Road 106, Precinct No. 1. (Wessels)
- \_11. Application submitted by Kinder Morgan Tejas Pipeline LLC to open cut County Road 112 and County Road 116 for installation of a 36 inch pipeline, Precinct No. 1. (Wessels)
- \_12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Krahl Road at the intersection of County Road 204 and Krahl Road, Precinct No. 2. (Kubesch)
- \_13. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Sedan Road at the intersection of Dubina Weimar Road and Sedan Road, Precinct No. 2. (Kubesch)
- \_14. Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Atascosa County Juvenile Justice Center (1/1/2020 - 12/31/2020). (Prause)
- \_15. Contract between Colorado County Central Appraisal District and Colorado County for the assessment and collection of property taxes for 2020, 2021, 2022, 2023, and 2024. (Kana)
- \_16. SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2021 for the VINE (Victim Information and Notification Everyday) Program.
- \_17. FY 2021 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Kana)
- \_18. Designate Authorized Signer for RAMP Grant 2021 and agree to use eGrants electronic signature for all sections of the grant. (Kana)
- \_19. Establish 2021 Payroll Schedule. (Kana)
- \_20. Set Sheriff's and Constables' Fees effective January 1, 2021 and ending December 31, 2021.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_21. Consent:
- a. \$1,000.00 donation from Accessories Plus, Inc.- Sherman Wilson to Colorado County Sheriff's Office.
  - b. Order of General Election issued on August 10, 2020 by the County Judge.
  - c. University of Texas Medical Branch Interlocal Cooperation Act Contract agreement rates for FY 2021.
  - d. Superheavy or Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/16/2020 – 8/19/2021).
  - e. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Copano Pipelines/South Texas LLC (8/1/2020 – 8/1/2021).
  - f. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Kinder Morgan Tejas Pipeline LLC (8/1/2020 – 8/1/2021).
- \_22. Examine and approve all accounts payable and budget amendments.
- \_23. Announcements (without discussion and no action) by elected officials/department heads.
- \_24. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_25. Adjourn.

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

**Judge Prause stated there were no Public Comments from anyone in attendance or by Zoom Meeting app.**

**\_\_3.** Audience and discussion, but no action, regarding Great Southern Wood's Tax Abatement Agreement with Colorado County dated December 28, 2018.

**Per request of Commissioner Kubesch, this presentation today is to give an update on project, we are about 98% complete, should be finished in about two weeks.**

**Storage expansion on west side of yard and distribution warehouse on south side of yard, storage and manufacturing building on north side of yard, and storage expansion lean to main warehouse was changed to an addition to warehouse.**

**Added (18) jobs since January of 2019 with this expansion.**

**Commissioner Kubesch questioned size of retention ponds due to any flooding issues?**

**Ponds are OK due to size of warehouse and ditches will be cleaned.**

**A slide presentation was done showing the original plans and the changes.**

**Commissioner Kubesch questioned if the blueprint changes should have been presented to Commissioner Court before anything changes were done or if it would change the Tax Abatement in any way?**

**\_\_4.** Proclamation declaring September 10<sup>th</sup> through September 12<sup>th</sup> as "Colorado County Fair Days".

**Judge Prause read Proclamation to the Court.**

**Motion by Judge Prause to approve Proclamation declaring September 10<sup>th</sup> through September 12<sup>th</sup> as "Colorado County Fair Days"; 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  
AUGUST 24, 2020

**PROCLAMATION**

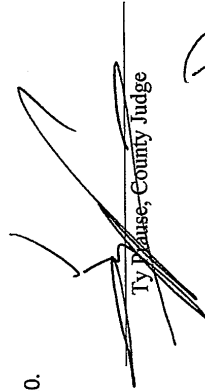
WHEREAS, the Colorado County Fair is celebrating its 42nd Anniversary beginning Thursday, September 10, 2020 and ending Saturday, September 12, 2020 at the Colorado County Fair Ag Complex in Columbus, Texas; and

WHEREAS, the Colorado County Fair Board and its volunteers and participants, along with the Commissioners Court of Colorado County, invite you to visit the Fair Ag Complex, enjoy the Parade, Pageant, and Livestock Show and Sale; and

WHEREAS, this 42nd Annual Celebration will be only a livestock show and sale, parade and Queens pageant.

THEREFORE, BE IT RESOLVED: That the Colorado County Commissioners Court hereby proclaims September 10th through September 12th as "Colorado County Fair Days" in this County and encourages all Citizens to take part in these festivities and support our youth of Colorado County at the Colorado County Fair Ag Complex.

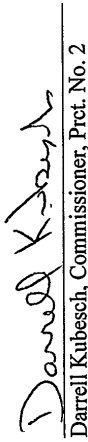
SIGNED this the 24<sup>th</sup> day of August, 2020.

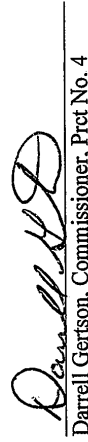
  
Ty House, County Judge

  
Doug Wessell, Commissioner, Pct. No. 1

  
Tommy Hahn, Commissioner, Pct. No. 3

ATTEST:  
  
Kimberly Menke, County Clerk

  
Darrell Kubesch, Commissioner, Pct. No. 2

  
Darrell Gertson, Commissioner, Pct. No. 4



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_\_5. Order Restricting Outdoor Burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)

**Judge Prause stated that he ordered the Burn Ban in effect on Thursday, but this only last till today, now it is up to the Court if it continues or not.**

**Motion by Commissioner Wessels to keep Burn Ban (c) (2) in effect; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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AUGUST 24, 2020**

**ORDER OF COMMISSIONERS COURT  
RESTRICTING OUTDOOR BURNING  
(Public Safety Hazard)**

FILED FOR RECORD  
COLORADO COUNTY, TX

2020 AUG 24 PM 2:42

KIMBERLY MENKE  
COUNTY CLERK

*KM*

WHEREAS, the Colorado County Commissioners Court finds that circumstances present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning:

IT IS HEREBY ORDERED by the Commissioners Court that outdoor burning is restricted in the unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by this Court or the County Judge. This Order is adopted pursuant to local Government Code §352.081(c)(2), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** This order does not prohibit the following outdoor activities:
  - Barbecues using above-ground grills in a safe area clear of debris.
  - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
  - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
  - **Attwater Prairie Chicken Refuge** maintenance activities.

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

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

Approved and so ordered by Commissioners Court on this the 24<sup>th</sup> day of August, 2020.

  
Colorado County Judge

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

**AUGUST 24, 2020**

- \_\_6. Request by Columbus Chamber of Commerce to use courthouse grounds for the Ladies Night Out event to be held on December 3, 2020. (Wessels)

**This request is to use the grounds to prevent the crowding at the Stafford Opera House and everyone can spread out on the grounds.**

**Motion by Commissioner Wessels to approve request by Columbus Chamber of Commerce to use courthouse grounds for the Ladies Night Out event to be held on December 3, 2020; 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  
AUGUST 24, 2020**

**COLORADO COUNTY COURTHOUSE GROUNDS**

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Request for events on the  
Colorado County Courthouse Grounds

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

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

1. Event Name: Chamber of Commerce Ladies Night Out 2020
2. Courthouse area requested (circle one)      Sidewalks/Driveway      **Grounds**
3. Date and Time requested:      Thursday, December 3, 2020; 9 am until 10 pm
4. Sponsoring Organization:      Columbus Chamber of Commerce
5. County Official Sponsor:      Doug Wessels  
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s):      Janet Hollmann or Billy Kahn
7. Address:      425 Spring Street, Columbus, Texas 78934
8. Phone No:      979-732-8385      Cell No: n/a      Fax No: n/a
9. Email Address:      assist@columbustexas.org
11. Purpose of Event. Attach additional page if necessary.  

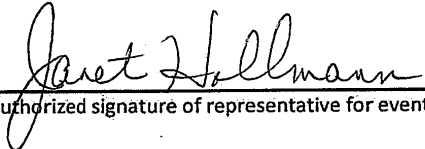
Annual Ladies Night sponsored by the Columbus Chamber of Commerce would like to request use of the courthouse grounds should the need arise for more space for vendor booths due to the current Covid-19 issue. Should the Chamber find that the Stafford Opera House will not be able to accommodate the usual number of vendors (or perhaps none at all), we would like to have the courthouse grounds available for use as it offers room to social distance our vendor booths. And, with the new electrical installation makes an ideal area for our LNO vendors.
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one)      Yes      No  
None
13. Time schedule for program. Please be specific and provide copy or draft program.  
Set Up Time Thursday, December 3, 2020      Start Time 4:00 pm      End Time 9:00 pm  
9 am
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

**MINUTES OF THE COLORADO COUNTY  
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15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. The majority of the newly installed electrical outlets on the square
16. Number of persons expected to attend 1,000-1,500 (Participants) 60 possible vendors
17. Is the sponsoring organization tax exempt?  Yes  No

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

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

 8-11-2020  
Authorized signature of representative for event Date

\_\_\_\_\_  
Authorized signature of representative for event Date

\$ \_\_\_\_\_ 74-2896231  
Deposit Federal ID#, Tax #, or SS# with a  
Personal check required for refund

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



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

**AUGUST 24, 2020**



*Colorado County, Texas*

**DOUG WESSELS**

**Commissioner, Precinct No. 1**

**(979) 234-2071**

August 17, 2020

The Columbus Chamber of Commerce is requesting to use the courthouse grounds for the Chamber of Commerce Ladies Night Out event to be held on December 3, 2020. Please allow this letter to serve as my approval to be the county official sponsor for this event.

Very truly yours,

A handwritten signature in black ink that reads "Doug Wessels". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Doug Wessels  
County Commissioner, Precinct No. 1

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_\_7. Request by Billy Kahn, Executive Director of Columbus Chamber of Commerce, for the Commissioners to contribute \$7,483.32 to the Columbus Chamber of Commerce to assist with the project to upgrade the access to electricity on the courthouse grounds.

**Request is to upgrade and add extra electrical outlets to the courthouse grounds.**

**Motion by Commissioner Wessels to approve request by Billy Kahn, Executive Director of Columbus Chamber of Commerce, for the Commissioners to contribute \$7,483.32 to the Columbus Chamber of Commerce to assist with the project to upgrade the access to electricity on the courthouse grounds, with Precinct's #1, #3 and #4 contributing to this project; seconded by Commissioner Hahn; 4 ayes 1 nay; motion carried, it was so ordered. Commissioner Kubesch stated that he is out of funds and just does not have the money.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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



Chamber of Commerce  
425 Spring Street | Columbus, Texas 78934  
Tel: 979.732.8385  
www.columbus-texas.org

August 23, 2019

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

Re: Funding Request

Gentlemen,

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

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

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

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

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

Rosenbaum Electric	\$43,949.95
Texas Irrigation	<u>\$9,350.00</u>
	<u>\$53,299.95</u>

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

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

TOTAL Project	\$53,299.95
LCRA Grant	<u>\$30,850.00</u>
	<u>\$22,449.95</u>

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

City	\$7,483.32
Chamber	\$7,483.32
County	<u>\$7,483.32</u>
	<u>\$22,449.95</u>

I believe this split amongst stakeholders is fair and equitable.

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

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

Respectfully,



Billy Kahn  
Executive Director  
Columbus Chamber of Commerce

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

Rosenbaum Electric  
1029 Tumlinson Rd  
Columbus, Texas 78934  
TECL# 22882  
TX MSTR LIC# 63596  
979-732-7639 Blake  
979-732-1009 Ben  
[blakerosenbaum@hotmail.com](mailto:blakerosenbaum@hotmail.com)

2/4/2019

**Courthouse Lawn Power**

**Proposal:**

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

**Permits:**

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

**Underground Ditching:**

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

**Note:**

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

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

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

**Rosenbaum Electric**

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

**Quote**

Date	Quote #
2/4/2019	4032

<b>Bill To:</b>
Chamber of Commerce / Colorado County Courthouse

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

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

*Thank You*

**MINUTES OF THE COLORADO COUNTY  
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AUGUST 24, 2020**

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



Texas Irrigation & Pipe LLC

January 9, 2019

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

RE: Trenching and boring

Below is the estimate for the trenching and boring:

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

Total Estimate: \$9350.00

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

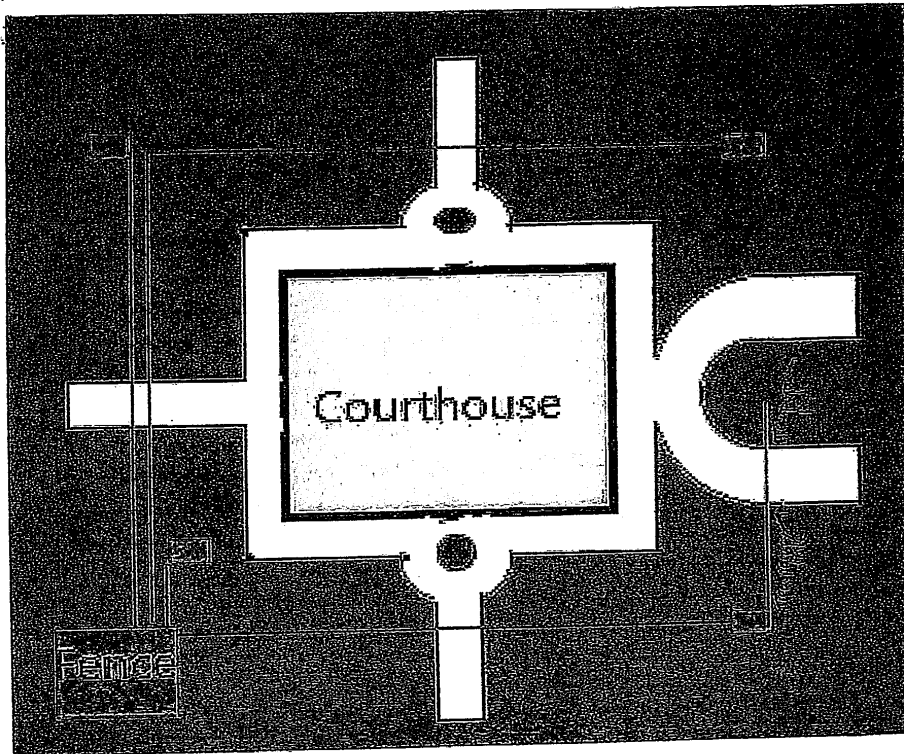
Let us know if you have any questions.

Sincerely,

  
Brian J. Paschke

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

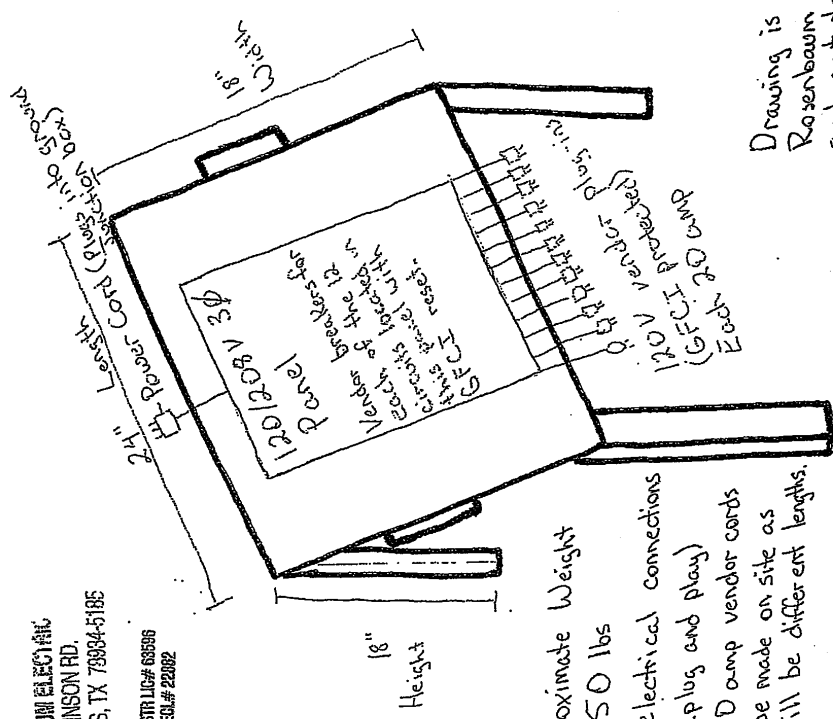


flat panel on the ground  
Plug & Play Junction Box -  
12 plugs per box -  
20 Amp dedicated circuits  
+ 6 20 Amp circuits  
in the driveway -



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



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

ROSENBAUM ELECTRIC  
 1029 TUMLISON RD.  
 COLUMBUS, TX 79804-5195

TX INSTR LIC# 68936  
 TESC# 22082

- 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.

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 AUGUST 24, 2020**

**Texas Irrigation & Pipe LLC**

1870 Frelsburg Rd.  
 Cat Spring, TX 78933  
 979-732-3970



**INVOICE**

**DATE NUMBER**  
 7/27/2020 26488

Bill To

Columbus Chamber of Commerce  
 425 Spring St., Suite 100  
 Columbus, TX 78934

P.O. No.

SERVICE DATE	DESCRIPTION	QTY	RATE	AMOUNT
7/27/2020	Trenching and boring at Colorado County Courthouse lawn. Trenching and boring		6,850.00	6,850.00

**PAID**  
 CHMO DATE

**THANK YOU!**  
 Due And Payable UPON RECEIPT in Columbus,  
 Colorado County, Texas

<b>Subtotal</b>	\$6,850.00
<b>Sales Tax (8.25%)</b>	\$0.00
<b>Total</b>	\$6,850.00

Irrigation in TX is regulated by the Texas Commission on Environmental Quality (TCEQ)(MC-178), PO Box 13087, Austin, TX 78711-3087. TCEQ's website is: www.tceq.state.tx.us

We Accept:



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**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  
blakerosenbaum@hotmail.com

**Statement**

Date	Statement #
7/27/2020	0727chamber

**Mail To:**  
  
Columbus Chamber of Commerce  
425 Spring St.  
Columbus, Texas 78934  
  
Colorado County Courthouse - Power

Description	Amount
Quote # 4107    2-12-2020	\$            44,379.67
Draw #1            4-13-2020	\$    Paid (7,500.00)
Draw #2            7-27-2020	\$    Paid (7,500.00)
<b>Total</b>	<b>\$            29,379.67</b>

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*

**MINUTES OF THE COLORADO COUNTY  
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- \_\_8. Approve Caring Transports, LLC as a vendor to transport bodies to be autopsied to the Fort Bend County Medical Examiner's Office in Rosenberg. (Warfield)

**Judge Warfield was present stating he would prefer to use Fort Bend County Medical Examiner's Office, a complete autopsy is \$2600.00, Travis County increased there rate to \$3300.00 and they also charge more to transport.**

**Motion by Commissioner Gertson to approve Caring Transports, LLC as a vendor to transport bodies to be autopsied to the Fort Bend County Medical Examiner's Office in Rosenberg; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
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## Caring Transports, LLC

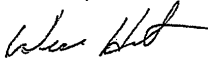
August 21, 2020

Colorado County Precinct 4  
121 McCarty Avenue  
Eagle Lake, Texas 77434

Attention Judge Warfield:

Caring Transports, LLC commits to transport fees for the Removal and Transportation from Colorado County to the Fort Bend County Medical Examiner's office in the amount of \$200.00 per deceased. An additional fee of \$17.45 will be added to cover the cost of the required body bag to properly seal the remains for transport.

Sincerely,



Wes Hart

Caring Transports, LLC

**MINUTES OF THE COLORADO COUNTY  
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- \_\_\_9. Resolution to accept the 2020 Help America Vote Act (HAVA) Election Security Sub-Grant.  
(LaCourse)

**Commissioner Kubesch questioned why do we have to be a participant in this now?**

**He stated he does not feel comfortable with this and we almost need an attorney to look this over.**

**LaCourse stated money would be used for voter registration records and a backup connection for a generator in case of power outage.**

**Mary Jane Poenitzsch, County Tax Assessor/Collector stated this has been in place for awhile, been very fortunate we have not had a fire, our Annex has no smoke detectors, and they are trying to digitize the records. Money is to be used to improve the facility that holds our records, not anything to change the election. This is for our future, it will not get done before the election.**

**Judge Prause stated in the past he had to go to his home to get a generator during an Election because of a power outage.**


**This Grant is targeted for physical and cyber security.**

**Motion by Judge Prause to approve to enter into the 2020 Help America Vote Act (HAVA) Election Security Sub-Grant; seconded by Commissioner Gertson; 4 ayes 1 nay; (Kubesch for the reason that someone highly qualified beside the Judge review this Grant with all the Federal stuff going on, its too much to handle at this election cycle, and the auditing and handling of the funds. Judge Prause stated that this is nothing new we have participated in this since 2010.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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<b>2020 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY SUB-GRANT TO TEXAS COUNTIES</b>		
<b>Notice of Grant Award</b>		<b>Grantor:</b> Texas Secretary of State P.O. Box 12887 Austin, TX 78711
<b>Grantee:</b> Colorado		
<b>Obligation Information</b>		
<b>CFDA Number:</b> 90.404	<b>Grant Period:</b> 12/21/2019 – 12/31/2021	<b>Agreement No.:</b> TX18101001-01-045
<b>Funds Description</b>		
This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Act, 2018 (Public Law 115-141) and U.S. Congress under the Consolidated Appropriations Act, 2020 (Public Law 116-93).		
<b>Funding Information</b> Are you requesting more than \$40,000? Yes		
	<b>Maximum Award</b>	<b>Requested Amount</b>
<b>Federal Share</b>	\$120,000	\$ 120000.00
<b>Required Matching Funds</b>	\$16,000	\$ 16,000.00
<b>Purpose</b>		
As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Acts, 2018 (Public Law 115-141) and 2020 (Public Law 116-93), the purpose of this award is to "improve the administration of elections for Federal office, including to enhance election technology and make election security improvements" to the systems, equipment and processes used in federal elections.		
<b>Receipt of Funds</b>		
All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.		
<b>Matching Funds</b>		
Total expenditures exceeding \$40,000 must be matched at 20% using county funds, e.g., if a county requests \$120,000, \$80,000 must be matched at 20%.		
<b>Grant Administration</b>		
Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: <u>Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200)</u> and the <u>Texas Uniform Grant Management Standards (UGMS)</u> maintained by the Texas Comptroller of Public Accounts.		
<b>Reporting Requirements</b>		
<ol style="list-style-type: none"> <li>1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government.</li> <li>2. The final expenditure report must be submitted to the Secretary of State no later than January 31, 2022. Any unexpended funds will revert back to the state.</li> <li>3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.</li> </ol>		
<b>Award Contingencies</b>		
This award is contingent upon the completion of the following activities: <ol style="list-style-type: none"> <li>1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge.</li> <li>2. A resolution from the county commissioners court acknowledging certain terms and conditions.</li> <li>3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment &amp; Suspension &amp; include in lower-tier covered transactions.</li> </ol>		
<b>Acknowledgement</b>		
By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances.		
 Ruth R. Hughes Texas Secretary of State	06/10/2020	DocuSigned by: <b>Colorado - Ty Prause</b> 8/24/2020 <small>Ty Prause 2392AB88079C449...</small> Colorado County Judge

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<b>Required County Match</b>
Describe how the county will meet the required match.
The County budgeted the match in their 2021 FY Budget.
<b>Funding Purpose Areas</b>
Describe how the county will use the funds outlined in this award to "improve the administration of elections for federal office, including enhancements to elections related information systems and technologies and election security improvements" to include systems, equipment and processes used in federal elections. <u>Where applicable, identify the method or tool used to arrive at the election security need, including but not limited to, an election security assessment, SOS-prescribed policies and templates, federal election security resources, etc.</u>
<b>Voting Equipment:</b> Upgrades and replacement equipment – must be HAVA-compliant and paper verifiable
Proposed Activities: 13 Pollbooks - \$12,220.00 13 Express Vote Printers - \$2,175.00 2 Express Vote Ballot Printers & Cases - \$7,800.00
<b>Election Auditing:</b> Costs to conduct review after polls close for the purpose of determining whether the votes were counted accurately
Proposed Activities: N/A
<b>Voter Registration Systems:</b> Costs to enhance voter registration system security
Proposed Activities: 1. Purchase the VISTA dbase to backscan and import voter registration files to have a secondary electronic back up system to the manual/paper based (current) voter's registration system. VISTA conducts regular internal and external audits to monitor voter registration data as part of the system security. \$15,600.00 is the estimate for purchase and server to store data on. IID-0041, IID-0014, IID-0054 2. Install two monitored smoke alarms in the annex building to enhance the physical security of elections, records retention, and the paper-based voter's registration equipment. Estimate for purchase is \$345.00 IID-074, IID-0117
<b>Cyber Security:</b> Security enhancements to protect the election process (e.g., remediation from election security assessments)
Proposed Activities: 1. Add additional physical security per the security assessment published May 27, 2020 by adding a dead bolt lock to the entry to tel storage facility for elections equipment. Estimate is \$550.00 IID-0031, IID-0053 2. Install video surveillance equipment per the security assessment to establish 24/7 security monitoring services. Estimate is \$5,310.00 from Condra Communications IID-0074 3. Emergency Power Outlet and Generator for the continuity of operations and emergency response. IID-0057, IID-0103, IID-0104, IID-0010, IID-0011 Estimated to cost around \$76,000.00
<b>Communications:</b> Costs needed to communicate with the public regarding election security
Proposed Activities: N/A





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**SINGLE POINT OF CONTACT AND PAYMENT INFORMATION**

Name Raymie Kana

Title County Auditor

Phone (979) 732-2791 Fax (979) 732-2924

Email raymie.kana@co.colorado.tx.us

Address 318 Spring St., Suite 104 Columbus, TX 78934

Mail Code\* 027

\*Payments will be issued using the county vendor ID 17460005444 and a designated mail code. Please provide the three-digit mail code in the space provided above. If you are unsure of what mail code to use, please contact your county treasurer/auditor.

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**HAVA GRANT ASSURANCES**

**Resolution from the Governing Body**

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):

\_\_\_\_\_ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between \_\_\_\_\_ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

\_\_\_\_\_ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

\_\_\_\_\_ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

\_\_\_\_\_ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

\_\_\_\_\_ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, \_\_\_\_\_ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

**State Voting System Certification**

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.
2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

**Financial Management Standards**

The financial management system of the county must meet the following standards:

1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

**Procurement**

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

**Property Management**

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

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4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

**Records Retention**

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

**Compliance Reviews**

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

**Remedies for Noncompliance**

- If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:
1. Require the return of funds if disbursements have already been made.
  2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
  3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
  4. Disallow all or part of the cost of the activity or action that is not in compliance.
  5. Impose administrative sanctions, other than fines, on the county.
  6. Withhold further HAVA grant funds from the county.
  7. Terminate the award agreement in whole or in part.
  8. Exercise other remedies that may be legally available.

**Collection of Amount Due**

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**Standard Federal Assurances**

*Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements*

The signing authority certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

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imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Certification Regarding Trafficking in Persons*

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
  - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.
  - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
    1. Violates a prohibition in paragraph A of this award term; or
    2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
      - a) Associated with performance under this award; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
  - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award
  - B. term; or
  - C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—
    1. Associated with performance under this award; or
    2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
  - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
  - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
  - A. "Employee" means either:

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1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
  2. Includes:
    - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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**RESOLUTION**

Colorado County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Colorado County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

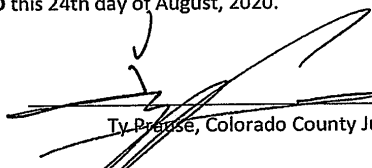
Colorado County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.


Colorado County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

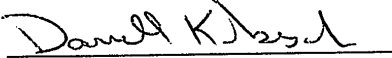
Colorado County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.


Colorado County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Colorado County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.


**PASSED and APPROVED** this 24th day of August, 2020.

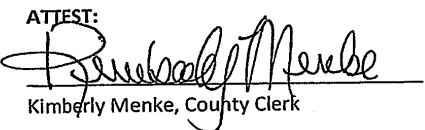
  
\_\_\_\_\_  
Ty Prease, Colorado County Judge

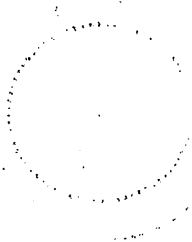
  
\_\_\_\_\_  
Doug Wesels, Precinct No. 1

  
\_\_\_\_\_  
Darrell Kubesch, Precinct No. 2

  
\_\_\_\_\_  
Tommy Hahn, Precinct No. 3

  
\_\_\_\_\_  
Darrell Gertson, Precinct No. 4

**ATTEST:**  
  
\_\_\_\_\_  
Kimberly Menke, County Clerk



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

**AUGUST 24, 2020**

- \_10. Application submitted by San Bernard Electric Cooperative, Inc. to place 4 power poles and 1 anchor guy wire in the right-of-way of County Road 106, Precinct No. 1. (Wessels)

**Commissioner Wessels stated that one land owner will not let others that purchased land get on his property, there is a very wide right-of-way, so I have no problem letting them get on County right-of-way.**

**Motion by Commissioner Wessels to approve Application submitted by San Bernard Electric Cooperative, Inc. to place 4 power poles and 1 anchor guy wire in the right-of-way of County Road 106, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 24, 2020

NOTICE OR PROPOSED ERECTION OF POWER LINE

DATE: August 5, 2020

TO THE COMMISSIONER'S COURT

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

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 4 power poles and 1 anchor guy wire in County Road 106 Right of Way in Colorado County, Texas.

LOCATION: County Road 106 Colorado County, Texas as indicated on Exhibit "A"

DESIGN: See attached drawing.

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

Construction of this line will begin on or after the May 30, 2017.

SAN BERNARD ELECTRIC COOPERATIVE, INC.

By: 

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

Job Name: Spencer Placette, WO# 20-03-055



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

APPROVAL

COUNTY COLORADO

DATE August 24, 2020

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

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated August 5, 2020 is approved.

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

1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.
2. The County Commissioners may require the owner to relocate this line, for valid reasons under the law, by giving thirty days written notice.

Please notify the County Commissioner of Precinct No. 1 and the County Road Administrator forty-eight (48) hours prior to starting construction of the line, in order that we may have a representative present.

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

SPECIAL PROVISIONS:

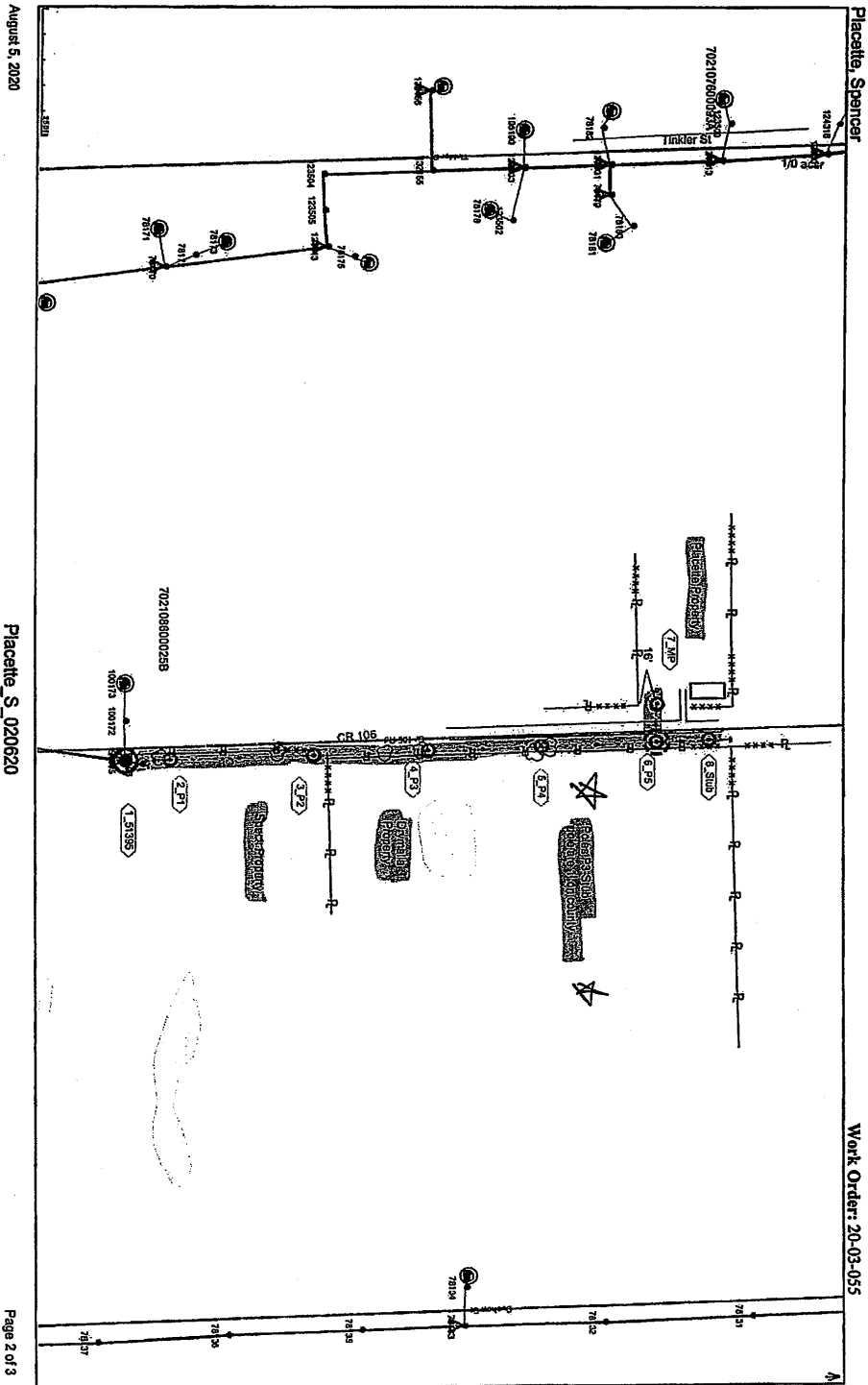
1. Emplacement operations are not permitted during wet weather.
2. All cut brush and debris are to be removed from right-of-way within seven (7) days.
3. Open trenches will be protected during off-duty hours by flasher lights.
4. Temporary construction signs are to be placed on the right-of-way at both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

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY: \_\_\_\_\_

JUDGE

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

- \_11. Application submitted by Kinder Morgan Tejas Pipeline LLC to open cut County Road 112 and County Road 116 for installation of a 36 inch pipeline, Precinct No. 1. (Wessels)

**Commissioner Wessels stated that they tried to bore under the roads and could not, so they had to open cut and I have no problem with that.**

**Motion by Commissioner Wessels to approve Application submitted by Kinder Morgan Tejas Pipeline LLC to open cut County Road 112 and County Road 116 for installation of a 36 inch pipeline, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

Application

Applicant Company: Kinder Morgan Tejas Pipeline LLC  
Contact Person: David Ross  
Address: 1001 Louisiana Street, Suite 1000  
Houston, TX 77002  
Phone: 713.369.8354 Fax: \_\_\_\_\_

Location of right-of-way for proposed construction/installation/repairs in Precinct 1 :

Road Cuts for installation of 36" pipeline on County Roads 112 and 116;

CR 112 location approximately 425 feet East of CR 112/116 intersection.

CR 116 location approximately 215 feet North of CR 112/116 intersection.

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

Due to issues with the LCRA canal crossing situated between these two county roads, the safest and fastest installation

of Pipeline crossings of the road will be to open cut through the area. Safety measures will include road closures with posted personnel and

open cut areas of roadway will be repaired using stabilizing fill materials, compacted cover, and road gravel for the surface.

8/14/2020  
Date

Daniel G. Gredvig  
33984  
Signature of Firm Name Representative

Digitally signed by Daniel G. Gredvig 33984  
DN: cn=Daniel G. Gredvig, 33984, o=V.P. Land and  
ROW, ou, email=Dan\_Gredvig@KinderMorgan.com,  
c=US,  
Date: 2020.08.14 12:21:45 -0500

Daniel G Gredvig  
Vice President, Land and Right of Way  
Kinder Morgan Tejas Pipeline LLC

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

Agreement

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

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

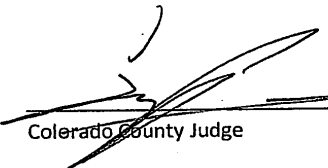
- 29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
- 30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property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

8/14/2020  
Date

**Daniel G.  
Gredvig 33984**  
Digitally signed by Daniel G. Gredvig 33984  
DN: cn=Daniel G. Gredvig 33984, o=V.P. Land  
and ROW, ou,  
email=Dan\_Gredvig@KinderMorgan.com,  
c=US  
Date: 2020.08.14 12:27:35 -05'00'  
Daniel G Gredvig, Vice President, Land and Right  
of Way, Kinder Morgan Tejas Pipeline LLC

Approved by Commissioners Court on the 24 day of August, 2020.

8-24-20  
Date

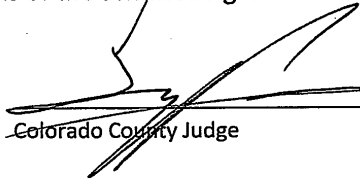
  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

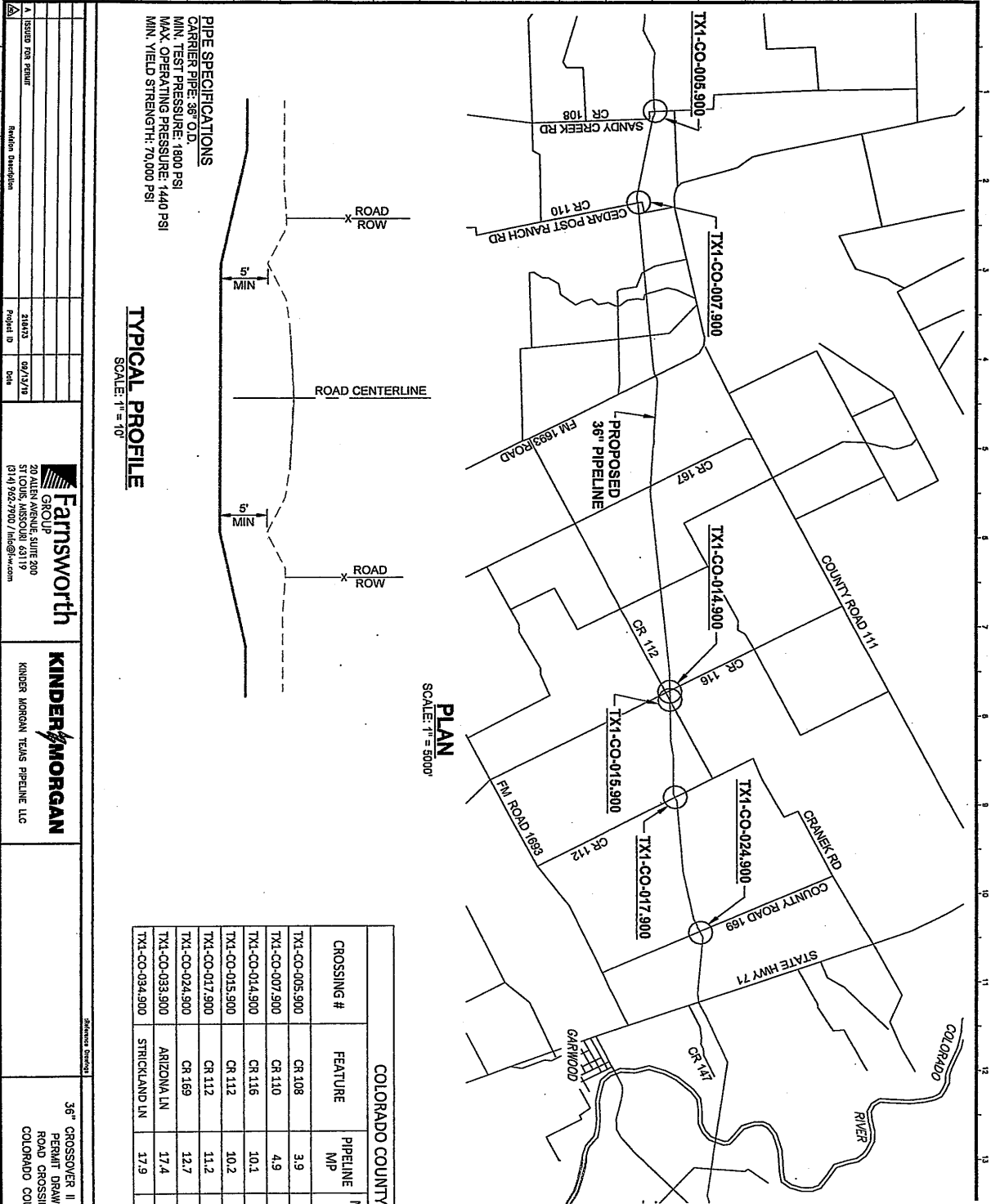
Permit

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

8-24-20  
Date

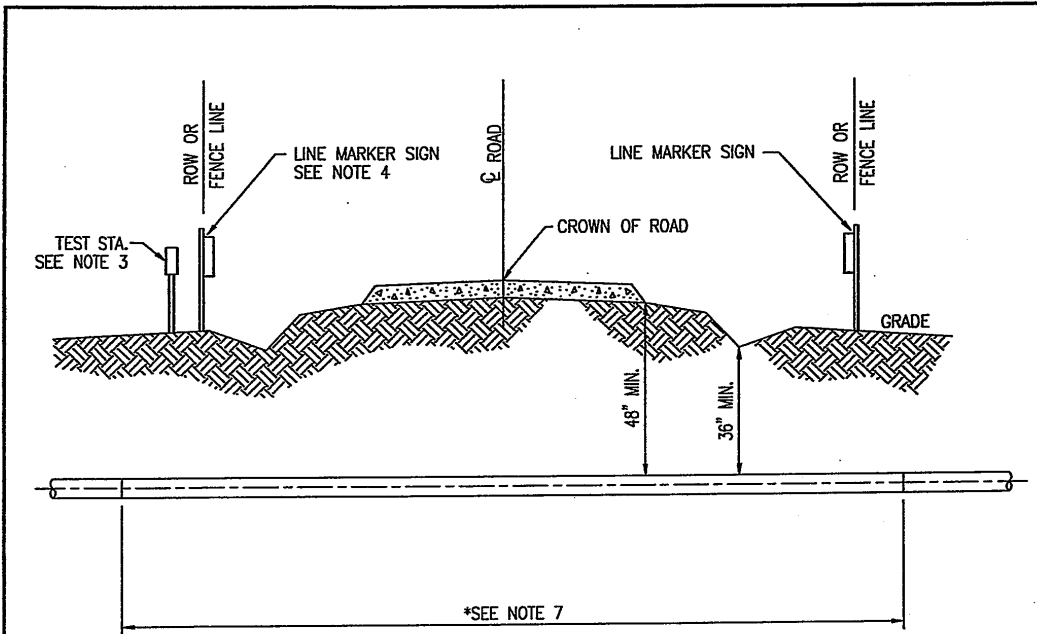
  
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



<b>ISSUED FOR PERMIT</b>	Revision Description	Project ID	Date	
		210123	07/13/18	
<b>Farnsworth GROUP</b> 20101 N. WINDY HILLS, SUITE 200 51141 924-7900 / info@farn.com				
<b>KINDER MORGAN</b> KINDER MORGAN TEXAS PRELINE LLC				
36" CROSSOVER II PERMIT DRAWING ROAD CROSSING COLORADO COU				

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



TYPICAL UNCASD OPEN CUT ROAD CROSSING

**NOTES:**

1. SEE DWG. TYP-P-0200-A011 FOR OPEN ROAD CUT PATCHING.
2. CARRIER PIPE IS TO BE COATED WITH APPROVED EXTERNAL PROTECTIVE COATING.
3. CATHODIC TEST STATION TO BE INSTALLED (IF REQUIRED), SEE CST-P-1085-B030.
4. PIPELINE MARKER TO BE INSTALLED PER DRAWINGS STD-P-0100-A200, STD-P-0100-A205 AND STD-P-0100-A210 (IF REQUIRED).
5. PIPELINE MARKER & TEST STATIONS ON ROW LINE NEXT TO FENCE IF POSSIBLE.
6. CONTENTS OF CARRIER PIPE TO BE SWEET PIPELINE QUALITY NATURAL GAS.
7. CROSSING SHALL BE INSTALLED BY OPEN CUTTING.
8. PIPE WALL THICKNESS AND GRADE SHALL BE AS SPECIFIED ON ALIGNMENT DRAWINGS.
9. CROSSING TO BE AS NEAR TO 90° TO THE CENTERLINE OF ROADWAY AS PRACTICAL.

DESIGNED IN ACCORDANCE WITH TITLE 49-PART 192 OF MINIMUM FEDERAL SAFETY STANDARDS AND OPTC GUIDE FOR GAS TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS, LATEST EDITION.

REVISIONS					
NO.	DATE	DESCRIPTION	BY	CHKD	APPR
0	10/11/04	APPROVED	RB	CM	JT
1	07/01/05	ENG REWRITE RELEASE	WS		



TYPICAL UNCASD OPEN CUT ROAD CROSSING

DATE: 07/01/05      APPROVED BY: JT  
SCALE: N.T.S.      TYP-P-0100-A010      SH. 1 OF 1

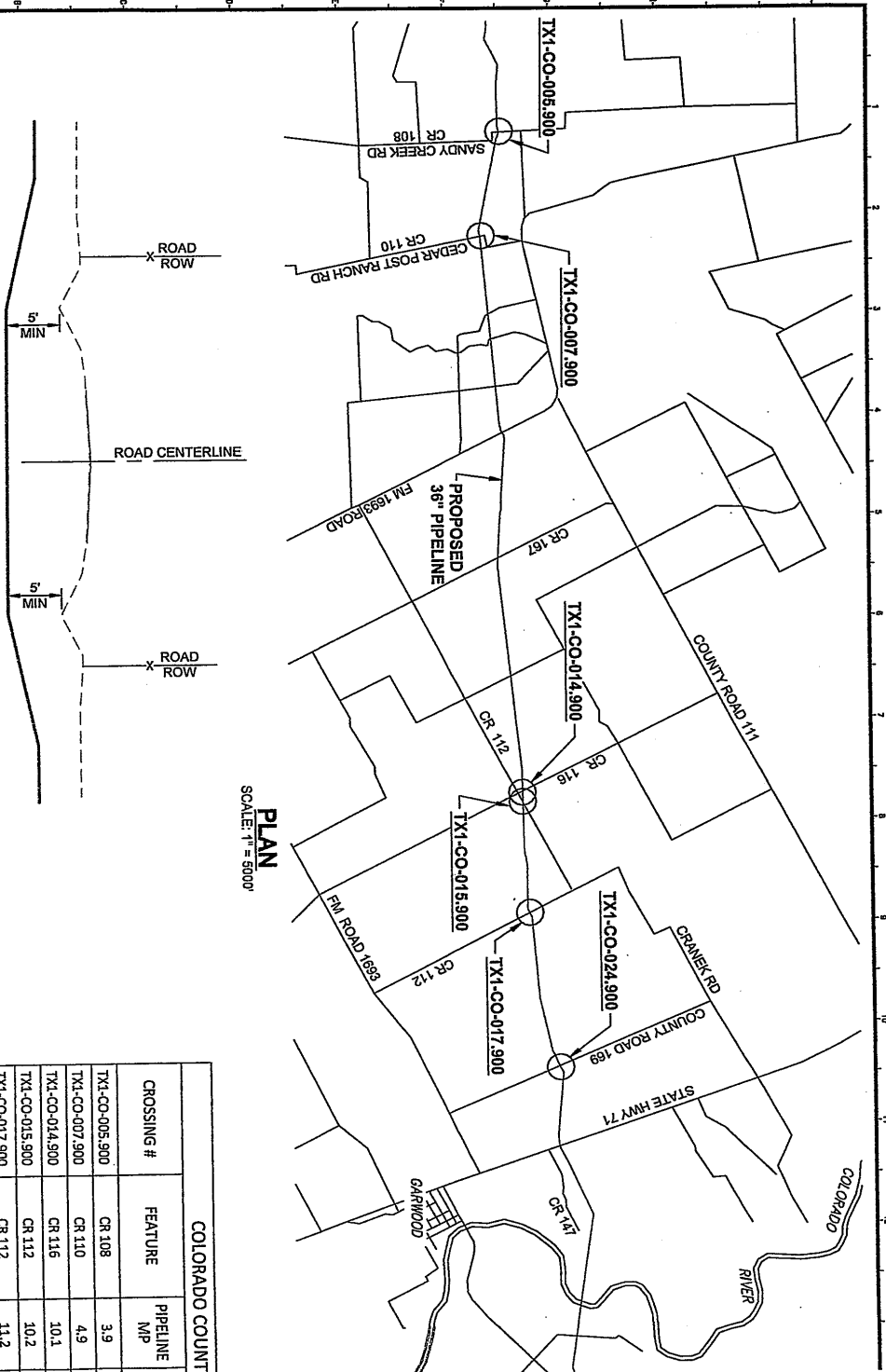
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**PIPE SPECIFICATIONS**  
 CARRIER PIPE: 36" O.D.  
 MIN. TEST PRESSURE: 1800 PSI  
 MAX. OPERATING PRESSURE: 1440 PSI  
 MIN. YIELD STRENGTH: 70,000 PSI

**TYPICAL PROFILE**  
 SCALE: 1" = 10'

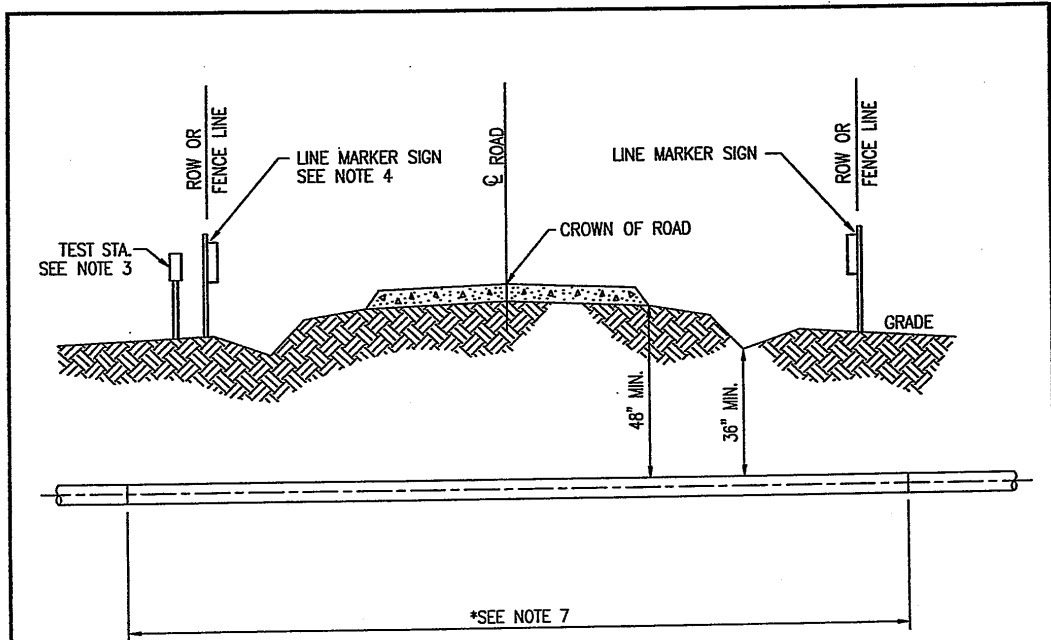
CROSSING #	FEATURE	PIPELINE M/P
TX1-CO-005.900	CR 108	3.9
TX1-CO-007.900	CR 110	4.9
TX1-CO-014.900	CR 116	10.1
TX1-CO-015.900	CR 112	10.2
TX1-CO-017.900	CR 112	11.2
TX1-CO-024.900	CR 169	12.7
TX1-CO-033.900	ARIZONA LN	17.4
TX1-CO-034.900	STRICKLAND LN	17.9

**PLAN**  
 SCALE: 1" = 500'



<p>ISSUED FOR PERMIT</p> <p>218423 09/13/18</p> <p>Project ID: 218423</p> <p>Revision Description: None</p>	<p><b>Farnsworth GROUP</b></p> <p>20 ALLEN AVENUE, SUITE 200              ST LOUIS, MISSOURI 63119              (314) 992-7100 / info@fw.com</p> <p><b>KINDER MORGAN</b></p> <p>KINDER MORGAN TEXAS PIPELINE, LLC</p>
<p>36" CROSSOVER II              PERMIT DRAWING              ROAD CROSSING              COLORADO COUNTY</p>	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



TYPICAL UNCASD OPEN CUT ROAD CROSSING

**NOTES:**

1. SEE DWG. TYP-P-0200-A011 FOR OPEN ROAD CUT PATCHING.
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9. CROSSING TO BE AS NEAR TO 90° TO THE CENTERLINE OF ROADWAY AS PRACTICAL.

DESIGNED IN ACCORDANCE WITH TITLE 49-PART 192 OF MINIMUM FEDERAL SAFETY STANDARDS AND CPIC GUIDE FOR GAS TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS, LATEST EDITION.

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHKD./APPR.
0	10/11/04	APPROVED	RS	CM JT
1	07/01/05	ENG REWRITE RELEASE	WS	



TYPICAL UNCASD OPEN CUT ROAD CROSSING

DATE: 07/01/05      APPROVED BY: JT  
SCALE: N.T.S.      TYP-P-0100-A010      SH. 1 OF 1



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

AGENCY CUSTOMER ID: 10KINDEMOR1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Marsh Wortham, a division of Marsh USA, Inc		<b>NAMED INSURED</b> Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Colorado County Judge  
ADDRESS: Columbus TX 78934**

The General Liability is Self Insured.

The automobile liability policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The automobile liability policy includes a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The workers compensation/employers liability policy includes a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The umbrella liability policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The umbrella liability policy includes a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.



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

**AUGUST 24, 2020**

- \_12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Krahl Road at the intersection of County Road 204 and Krahl Road, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Krahl Road at the intersection of County Road 204 and Krahl Road, Precinct No. 2; seconded by**

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

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

Application

Applicant Company: Colorado Valley Telephone  
Contact Person: Brian R Mueller  
Address: 4915 South US Hwy 77  
LaGrange, Texas 78945  
Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :  
On Colorado County ROW of Krahl Rd beginning at the intersection CR 204 Rd and Krahl Rd and  
proceeding East along the South and North ROWs for 1720' to the end of Krahl Rd ROW.

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

Install Buried Fiber Optic cable in 1.25 inch HDPE Duct by plowing from an existing pedestal  
at the intersection of CR 204 and Krahl Rd 520' along the South ROW of Krahl Rd, then boring to  
the North ROW 45' to a new pedestal, and then plowing East along the North ROW for 1200' to  
another pedestal at the end of Krahl Rd ROW.

8-17-20  
Date

Brian R Mueller  
Signature of Firm Name Representative

Brian R Mueller  
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

Agreement

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

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

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

**AUGUST 24, 2020**

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

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

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

8/17/2020  
Date

Brian R. Mueller  
Applicant

Approved by Commissioners Court on the 24 day of August, 2020.

8-24-20  
Date

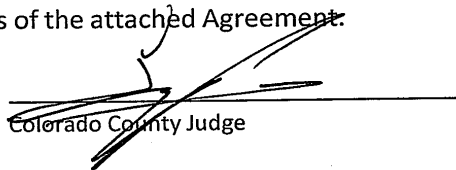
[Signature]  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

Permit

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

8-24-20  
Date

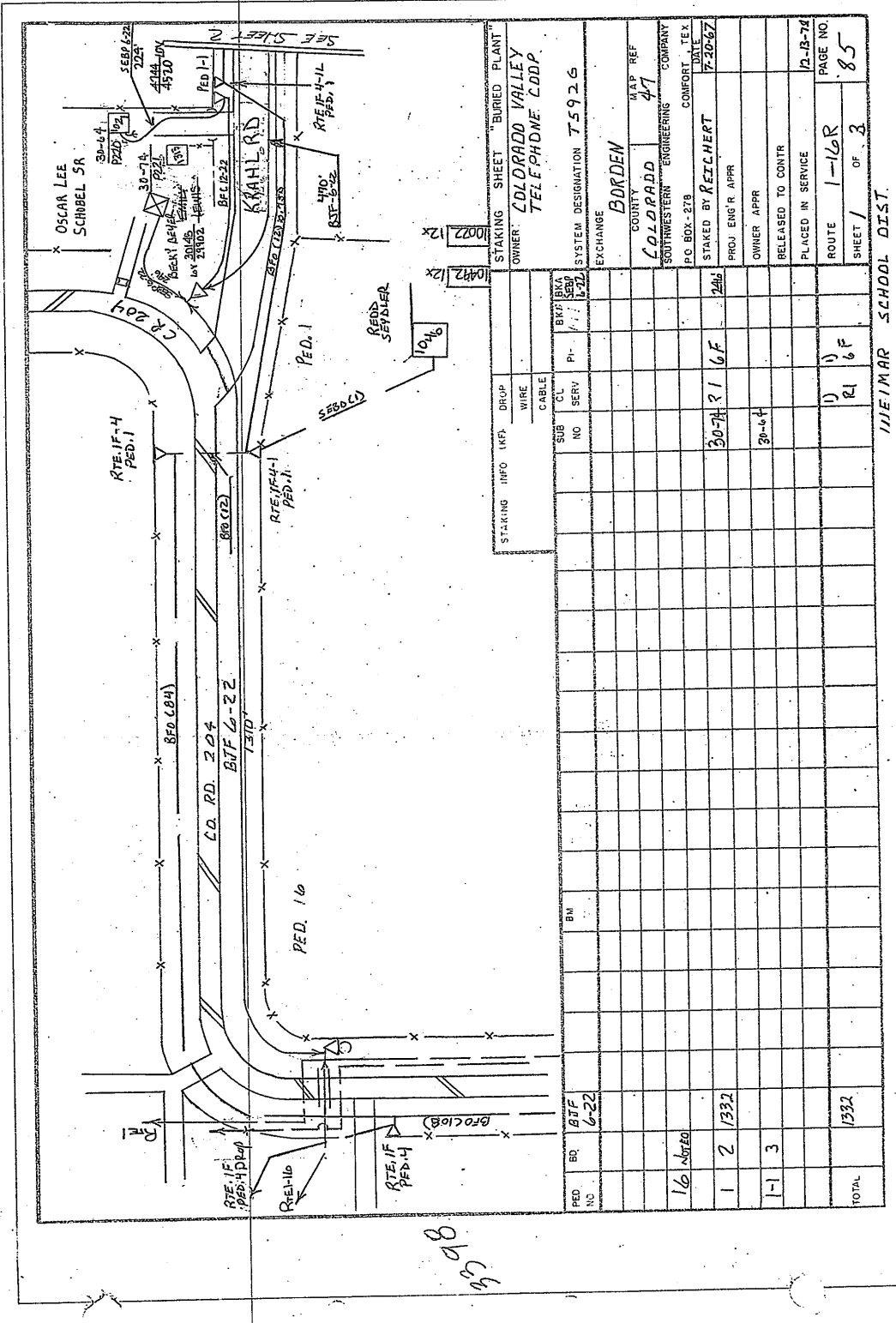
  
Colorado County Judge



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

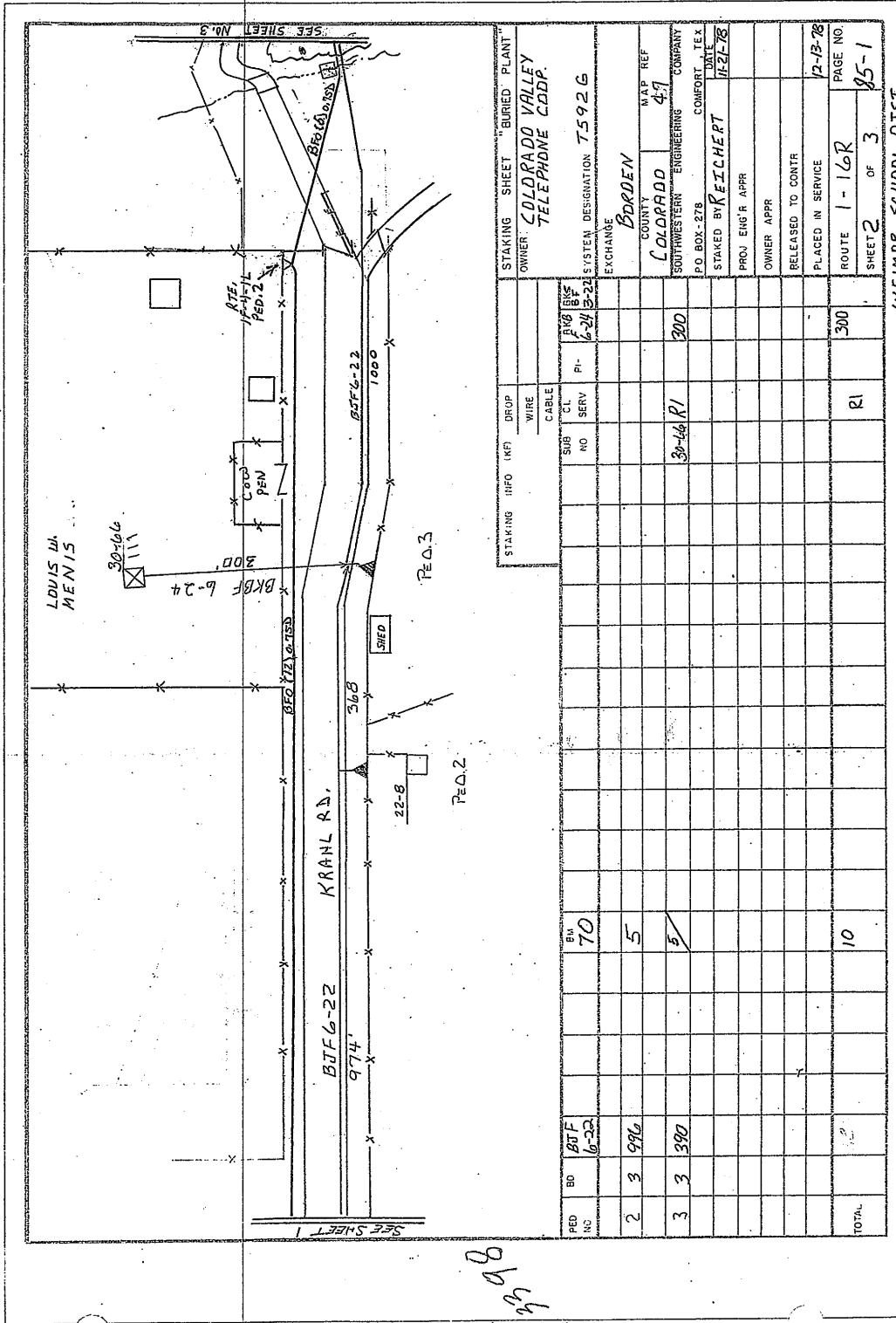


STAKING INFO		DIP		WIRE		CABLE		BKF		BNA		SERV		PI		EXCHANGE	
PED NO.	BM NO.	CL	NO	CL	NO	CL	NO	CL	NO	CL	NO	CL	NO	CL	NO	CL	NO
16	BTF 6-22																
1	2	1332															
1-1	3																
TOTAL		1332															

STAKING SHEET "BURIED PLANT"  
OWNER: COLORADO VALLEY TELEPHONE CDDP  
SYSTEM DESIGNATION: T5926  
EXCHANGE: BORDEN  
COUNTY: COLORADO  
MAP REF: 47  
COMPANY: SOUTHWESTERN ENGINEERING  
P.O. BOX - 278  
COMFORT, TEX.  
DATE: 7-30-67  
STAKED BY: REICHERT  
PROJ. ENGR. APPR.:  
OWNER APPR.:  
RELEASED TO CONTR.:  
PLACED IN SERVICE: 12-13-74  
ROUTE: 1-16R  
SHEET 1 OF 3

11/17/MAR SCHOOL DIST.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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PED NO	BD	BTF	BM	SUB NO	SERV CL	PI	CABLE	WIRE	DROP	IKF	STAKING	SHEET		OWNER	STAKED BY	PROJ ENGR APPR	OWNER APPR	RELEASED TO CONTR	PLACED IN SERVICE	ROUTE	PAGE NO
												NO	OF								
2	3	996	5	3-16	R1							70	10	3	390					1-16R	2-13-78
3	3	390	5									5	5	3	390					1-16R	2-13-78
TOTAL												10	10	3	390					1-16R	2-13-78

WELMAR SCHOELL DIST

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

- \_13. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Sedan Road at the intersection of Dubina Weimar Road and Sedan Road, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of Sedan Road at the intersection of Dubina Weimar Road and Sedan Road, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.  
(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

Application

Applicant Company: Colorado Valley Telephone  
Contact Person: Brian R Mueller  
Address: 4915 South US Hwy 77  
LaGrange, Texas 78945  
Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :  
On Colorado County ROW of Sedan Rd 980' East of the intersection of Dubina Weimar Rd and  
Sedan Rd in both the North and South ROWs.

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

Install Buried Fiber Optic cable in 1.25 inch HDPE Duct by boring Sedan Rd from the South ROW  
approximately 80' to the North ROW to an existing pedestal.

8-17-20  
Date

Brian R Mueller  
Signature of Firm Name Representative

Brian R Mueller  
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

Agreement

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

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
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9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
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13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

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

**AUGUST 24, 2020**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
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20. Backfill requirements for all open cut excavation and trenches shall be as follows:
  - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
  - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
    1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

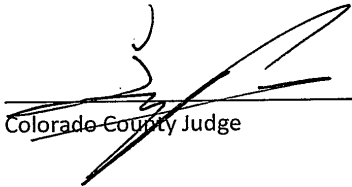
29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property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

8/17/2020  
Date

Brian R. Mueller  
Applicant

Approved by Commissioners Court on the 24 day of August, 2020.

8-24-20  
Date

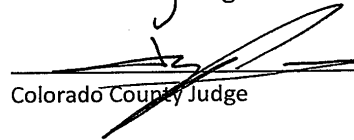
  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

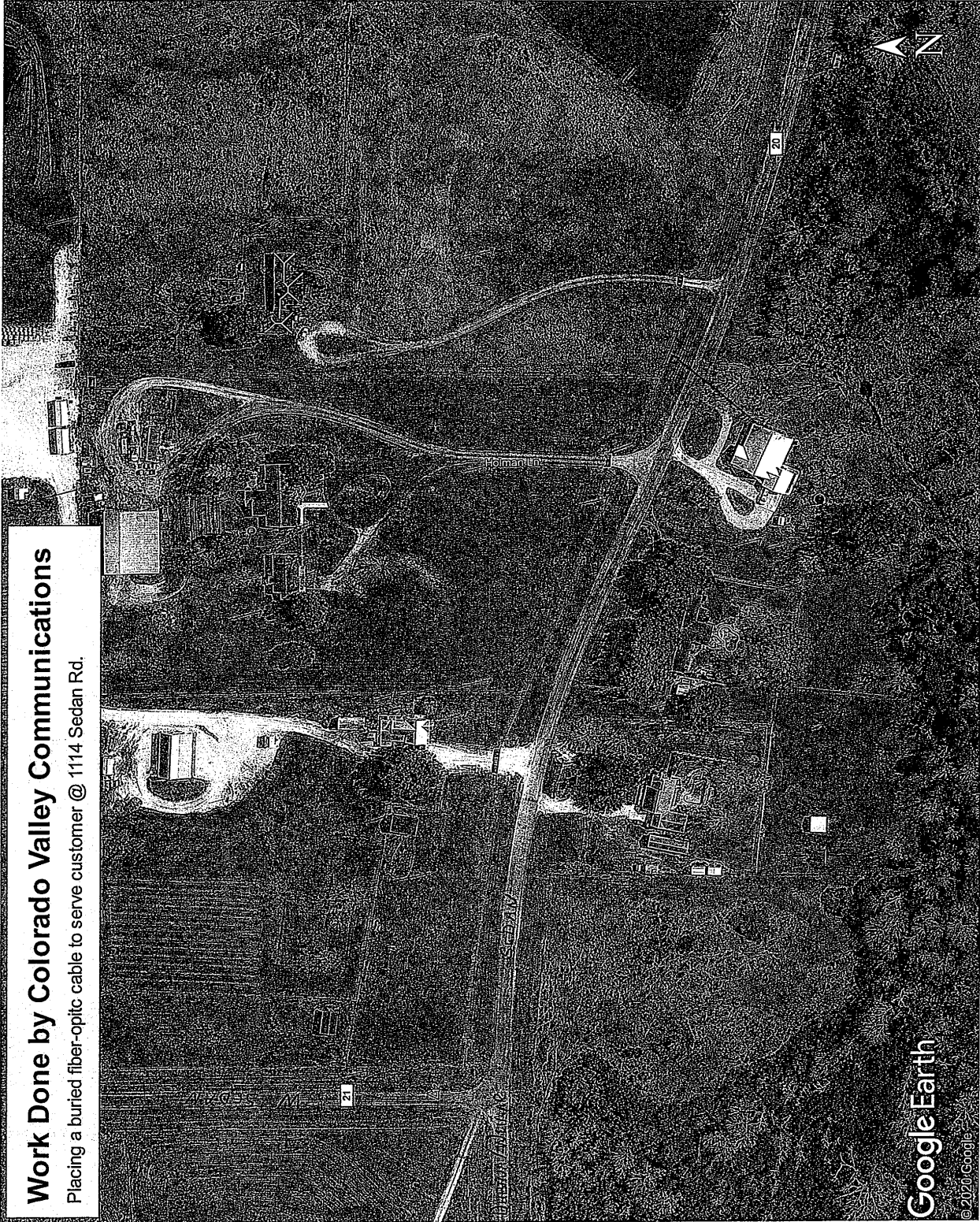
Permit

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

8-24-20  
Date

  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020



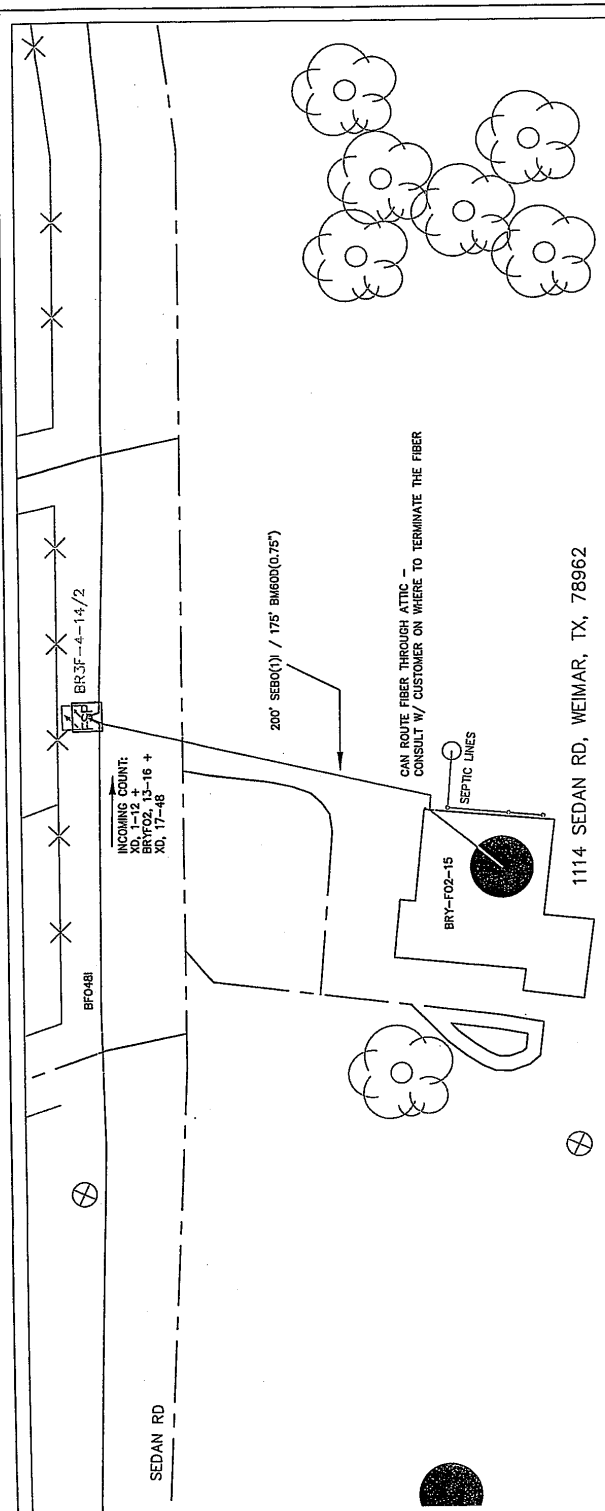
**Work Done by Colorado Valley Communications**

Placing a buried fiber-optic cable to serve customer @ 1114 Sedan Rd.

Google Earth

© 2020 Google

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 AUGUST 24, 2020**



Colorado Valley Telephone Coop Inc.

EXCHANGE:	BORER
COUNTY:	COLORADO
ROUTE:	BRF-4-4
BY:	A. JARBA C/TC
JOB NO.:	402000
PROD. DESC.:	IBERTY JARBA
AS BUILT DATE:	

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SHEET KRISTY JARBA001

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

**AUGUST 24, 2020**

- \_14. Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Atascosa County Juvenile Justice Center (1/1/2020 - 12/31/2020). (Prause)

**Motion by Commissioner Gertson to approve Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Atascosa County Juvenile Justice Center (1/1/2020 - 12/31/2020); 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  
AUGUST 24, 2020



**2nd 25th Judicial District  
Community Supervision and Corrections Department**

---

Jessica Richard Crawford  
District Judge  
2nd 25th Judicial District

Roseann Mikes  
Director

William D. Old III  
District Judge  
25th Judicial District

August 10, 2020

Colorado County Commissioners Court  
Colorado County Courthouse  
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find the Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and the Atascosa County Juvenile Justice Center.

The term of this agreement is for 12 months commencing January 1, 2020 – December 31, 2020. The daily rate is set at \$110.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Colorado County Probation Department.

If you have any questions, please feel free to contact me at (361) 798-3714.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Garner".

Keith Garner  
Deputy Chief Probation Officer  
2nd 25th Judicial District  
Lavaca, Gonzales and Colorado Counties

Lavaca County  
P.O. Box 330  
Hallettsville, Texas 77964  
361/798-3714  
Fax # 361/798-5904

Gonzales County  
P.O. Box 24  
Gonzales, Texas 78629  
830/672-6571  
Fax # 830/672-6401

Colorado County  
1023 Milam  
Columbus, Texas 78934  
979/732-8321  
Fax # 979/732-2674

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**THE STATE OF TEXAS  
COUNTY OF ATASCOSA**

**CONTRACT FOR JUVENILE DETENTION SERVICES**

This Agreement is made between the County of Atascosa, a political subdivision of the State of Texas, acting through the Atascosa County Juvenile Board, by its duly authorized representative (hereinafter referred to as "Atascosa"), and COLORADO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, Atascosa County, Texas and the Atascosa County Juvenile Board operate the Atascosa County Juvenile Justice Center (hereinafter referred to as the "Facility"), Located at 1511 Zanderson Avenue, Jourdanton, Texas 78026, a Certified Juvenile Detention Facility as described in Section 51.12 (a) (3) of the Texas Family Code for the housing of juvenile offenders who are:

1. Over the age of ten (10) years and under the age of seventeen (17) years; or
2. Seventeen (17) years of age or older, but under eighteen (18) years of age, who are alleged or found to have engaged in Delinquent Conduct or Conduct Indicating a Need for Supervision (as defined in Section 51.03 of the Texas Family Code) as a result of acts committed before becoming seventeen (17) years of age; and

**WHEREAS**, the Facility has been duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12 © of the Texas Family Code and has certified compliance as required by Section 51.12 ©; and

**WHEREAS**, Contractor, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Atascosa County, Texas to house and maintain accused children of juvenile age (hereinafter referred to as juvenile, child, youth, client, or student), and provide for such detention services as may be necessary in order to protect an accused child or to protect the public from harm, such protection being Court Ordered Detention at the Facility, in accordance with Section 54.01 of the Texas Family Code; and

**WHEREAS**, Atascosa desires to maintain juveniles in detention only as allowed by law; and

**WHEREAS**, the parties are political subdivisions of the State of Texas authorized to enter into an agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat.).



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**NOW, THEREFORE**, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

**SECTION I – PURPOSE**

The purpose of this Agreement is to provide secure housing in the Facility, as ordered by the court of proper jurisdiction in the County of the Contractor, for youths being referred for an act of Delinquent Conduct or an act Indicating a Need for Supervision, as set forth in Section 51.03 of the Texas Family Code, during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the Court.

**SECTION II – TERM**

The term of this Agreement shall commence on the **1<sup>st</sup> day of January, 2020**, and automatically renew on **January 1<sup>st</sup>** of each year thereafter, unless terminated earlier by either party, in accordance with this Agreement.

**SECTION III – PLACEMENT OF JUVENILES**

- A. Prior to transporting a youth to the Facility, Contractor shall obtain written confirmation of acceptance from the Atascosa County Juvenile Justice Center Detention Superintendent or the Chief Juvenile Probation Officer. The decision as to whether or not the youth being presented for a detention services by the Contractor will be admitted into the Facility will be made solely by Atascosa, on a case by case basis, acting through either the Atascosa County Juvenile Justice Center Detention Superintendent or the Chief Juvenile Probation Officer.
  
- B. When a youth is transported to the Facility, the authorized representative of the Contractor effectuating the transfer should have the following documents to present to the Facility Staff:
  - 1. A copy of the signed Detention Order certified by the Clerk of the Juvenile Court to be a true and correct copy of the original thereof on file with the Clerk's Office, unless if pre-adjudication detention is made, then Certified Copy of the signed Detention Order must be received on the first working day after the detention date. The detention order must state that the child was ordered to be detained in the Atascosa County Juvenile Justice Center in Jourdanton, Atascosa County, Texas;
  - 2. One copy of the "Authorization for Detention" form completed by Contractor's Juvenile Probation Officer. Proper documentation shall indicate that the parents of the child have been notified of the youth's whereabouts or that efforts have

**MINUTES OF THE COLORADO COUNTY  
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AUGUST 24, 2020**

been made to locate any parent, guardian, or relative in order to notify family of the youth's whereabouts; and

3. One copy of the "Medical Consent" form completed and signed by the Contractor's Juvenile Probation Officer within the Contractor's county.
- C. If a youth is ordered to be detained and is accepted by Atascosa and the youth is later found:
1. To be dangerous or unmanageable; or
  2. To be of such mental or physical health condition so as to endanger the other occupants of Facility; or
  3. To require a degree of supervision above and beyond the supervision normally maintained at the Facility;

Then, upon such determination by Atascosa, and upon notification to the Contractor's Juvenile Judge or such youth's Juvenile Probation Officer, the Contractor shall immediately and forthwith remove, or case to be removed, the youth from the Facility, at the sole cost and expense of the Contractor.

**SECTION IV – PROVISIONS OF SERVICE**

- A. Atascosa agrees to provide those youths housed in the Facility room, board, and, subject to practical ability, continuous supervision. While Atascosa takes all action within the scope of the law to insure constant care of children placed in the Facility, no warranty or guarantee is made that Atascosa will keep the child on the premises of the Facility in the event of an escape from custody, illegal assault by another detainee, or other such event which are not the fault of or are beyond the control of Atascosa.
- B. Contractor agrees to be responsible for any and all expenses associated with the recapture of youths who escape from custody, save and except such expenses incurred by Atascosa within the limits of Atascosa County.
- C. Contractor agrees to provide and pay for any and all necessary emergency examinations, medical treatments, prescription medications, or hospitalization as may be determined necessary for youths from Contractor's county which may originate or manifest while the youth is a resident of the Facility, together with reasonable additional security costs (medical security) for youths that require individual supervision pursuant to section 343.10 (g) (2) (B) (1) of the Texas Family Code.
- D. Atascosa is authorized, at its sole discretion, to secure such competent medical examination, medical treatment, prescription medication, or hospitalization for youths detained for Contractor and request that Contractor be billed for the same. The Contractor agrees to reimburse Atascosa with reasonable additional security costs (medical security) for youths that require individual supervision pursuant to Section 343.10 (g) (2) (B) (1) of the Texas Family Code.
- E. Atascosa Shall notify Contractor of any emergency as soon as possible, but not later than one (1) regular working day of its occurrence, by phone to Contractor's Juvenile Probation

**MINUTES OF THE COLORADO COUNTY  
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Staff and also by fax or electronic document (e-mail) explaining the basis of any medical decisions made by Atascosa.

- F. Atascosa agrees that the Facility will accept any youth qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

**SECTION V – REMOVAL AND RELEASE**

- A. A youth in detention must have valid statutory or court ordered authority for detention (Section 54.01, Texas Family Code). Should a youth at any time fail to qualify to be in detention under the terms of the Texas Family Code, the youth must be removed by Contractor.
- B. Atascosa retains the right to release youth, with or without cause, should circumstances warrant such release to be in the best interest of Atascosa. Atascosa agrees to notify Contractor of any such pending release prior to execution.
- C. Contractor's youths placed in detention in the Facility shall be removed by Contractor, its agents, servants, or employees at the conclusion of:
1. The 10<sup>th</sup> working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, issued by the Juvenile Court of Contractor; or
  2. The 15<sup>th</sup> working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, if applicable; or
  3. The 2<sup>nd</sup> working day period as defined by Section §54.01 of the Texas Family Code, in cases where no detention hearing shall have been previously conducted unless:
    - a. A new court order for the detention of such child has been issued setting forth the conditions of detention with the court ordered termination date contained therein, evidenced by a Certified Copy, thereof, issued by the Juvenile Court Clerk and has been delivered to the Facility personnel; or
    - b. A waiver of the detention hearing has been executed by the child and the child's attorney as evidenced by a certified copy of said waiver as duly filed with the Juvenile Court Clerk, is delivered to the Facility personnel.
- D. Atascosa agrees that youths placed in the Facility:
1. Will not be released under conditions which may endanger the safety of such child because of failure of adult supervision; and
  2. Will not be delivered to any person or entity except by authorization in the form of an Order of Release signed by the Judge of the Juvenile Court in Contractor's jurisdiction.
- E. Custody of a released child shall be delivered to an authorized representative of Contractor at the Facility in Jourdan, Texas.
- F. If delivery of a released child is made to anyone other than court or juvenile probation employees, authorization shall be in writing and bear the original signature of the person representing the Juvenile Probation Office of Contractor and shall only be allowed upon presentation of proper credentials identifying the person receiving custody of the child.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**SECTION VI – COMPENSATION**

- A. For services rendered under this Agreement, Contractor hereby agrees to pay to Atascosa the following:
1. One Hundred Ten Dollars (\$110.00) for each day, or part thereof; together with
  2. All accrued costs incurred for: emergency medical, competent medical examination, medical treatment or any requested medical procedure deemed necessary, prescription medications, or hospitalization and medical security for resident children from Contractor, as may have been funded by Atascosa under the terms of this Agreement. Medical security will be billed at the rate of \$25.00 per hour per Atascosa employee utilized for safe transport (in addition to the daily rate) for conditions described in section IV (C); and
  3. Transportation Cost in the amount of \$25.00 per hour per Atascosa employee utilized for safe transport, plus mileage of \$0.58 for each mile traveled when transports are in excess of fifty (50) miles based on round trip mileage.
  4. All accrued cost incurred under the terms of this Agreement for children of the Contractor as provided by this Agreement; and
  5. Any chargeable release penalty amounts accruing because of failure to secure the removal of the child under the terms of this Agreement.
- B. It is further understood that Contractor shall be financially responsible for any damages caused to the Facility by any youth placed by the Contractor.
- C. For purposes of determining amounts owed, Contractor shall be billed one day for the day of admittance (regardless of hour of entry), one day for each of residence between the day of admittance and the day of release, and one day for the day of release (regardless of hours of departure), together with all of the above-listed costs.
- D. Atascosa agrees to furnish Contractor a monthly itemized invoice and copies of any receipts to support the reimbursement to Atascosa of any expenses related to the support of residents of Contractor, as per the terms of this Agreement.
- E. Billing and copies of documents shall be forwarded to the responsible party designated by the Contractor using the information below:

Name of Responsible Party: **Keith Garner: ASST. CHIEF JUVENILE PROBATION OFFICER**

Mailing Address: **2<sup>nd</sup> 25<sup>th</sup> JUDICIAL DISTRICT JUVENILE PROBATION DEPARTMENT**

**P.O. BOX 330**

**HALLETTSVILLE, TEXAS 77964**

Payments from shall be due within thirty (30) calendar days after receipt by Contractor of Atascosa Monthly invoices. Payment shall be made payable to "Atascosa County Funds" and sent to:

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

ATASCOSA COUNTY AUDITOR  
#1 CIRCLE DRIVE ST 105  
JOURDANTON, TEXAS 78026

It is agreed that receipt of invoices shall be deemed to occur three (3) days after the post-mark of the United States Postal Office imprinted upon the envelope containing the invoice.

- F. It is agreed that Atascosa shall reserve the right to adjust the daily rate stated in this Agreement as economically required at any time during the term of the Agreement. Notice of change in daily rate shall be effective after thirty (30) calendar day's written notice to Contractor. Adjustment to the daily rate shall be ordered by the Atascosa County Commissioners Court and such Order shall apply to the compensation under all contracts using the services of the Atascosa County Juvenile Justice Center. Upon such Order by the Commissioners Court, Atascosa shall notify Contractor in writing by addendum for signature by Contractor. Subsequent to signature by Contractor, such addendum shall become a part of and incorporated into this Agreement as if originally set forth in same.

**SECTION VIII – COMPLIANCE WITH LAW**

- A. Atascosa shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312(a)]. Pursuant to PREA standards [PREA §115.312(b)], Atascosa shall make available to Contractor all incident – based aggregated data reports if sexual abuse at its Facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30<sup>th</sup> [PREA §115.387(e) and (f)].
- B. Atascosa will abide by all Federal Financial Participation (FFP) requirements and remain in accordance with the Titles 45 and 48 of the Code of Federal Regulations and Federal Circular, as amended. Atascosa shall NOT collect participant fees from any individual resident served under this contract.
- C. In the performance of this Agreement, Atascosa warrants that it will abide by Title VI of the Civil Rights Act of 1964 (Public Law 88-352), section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-306), and all amendments to each, and all requirements imposed by the regulations

**MINUTES OF THE COLORADO COUNTY  
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issued pursuant to these acts. In addition, Atascosa agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code, to provide in part that no persons in the United States shall on account of race, color, religion or resident age be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and /or state funding, or otherwise be subjected to discrimination.

**SECTION IX – RECORD RETENTION**

- A. Atascosa agrees that all financial records, programmatic records, statistical records, reports, and any supporting documents pertinent to this Agreement, or claims pertinent to this agreement, or claims pertaining to this contract shall be retained for a period of seven (7) years and ninety (90) calendar days after the end of the calendar year in which the services were provided with the following qualification:
1. If any audit, litigation, or claim are started before the expiration of the seven (7) year period, the records shall, upon notice to the Atascosa County Auditor furnished by Contractor, be retained until all audits, litigation, claims, or other finding involving the records are resolved.
  2. The case is considered resolved when the final order is issued in litigation, or a written agreement is entered into between the Contractor and Atascosa.

**SECTION X – TERMINATION AND REMOVAL**

- A. This Agreement may be terminated, without cause, by either party, upon thirty (30) calendar day's written notice to the other party. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.
- B. Notwithstanding anything herein to the contrary, this Agreement may also be terminated immediately for cause if the Contractor fails to:
1. Complete in the appropriate time frame, any procedure required or deemed necessary by Atascosa for the health and welfare of a youth being presented for detention services or being detained; or
  2. Accurately complete or provide in the appropriate timeframe, any forms required for detention of a youth that have been provided to the Contractor by Atascosa for a youth being presented for detention services or being detained; or
  3. Provide in the appropriate timeframe, any information requested by Atascosa for the purpose of determining the status of the youth being presented for detention services or being detained; or
  4. Ensure that payments for services rendered under this Agreement are paid by the due dates specified in Section VI of this Agreement; or
  5. Perform any other material provision of this Agreement.
- C. Upon termination of this Agreement, Contractor shall take personal custody of, and immediately remove, all youths placed in the Facility by Contractor, on or before the time

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

designated by Atascosa. Unless otherwise agreed upon, it shall be the responsibility of the Contractor to provide for transportation for the removal of the child. Contractor will be responsible for payment, in full, of all expenses owed by the Contractor up to the date of termination.

- D. Failure to promptly remove the child at the designated hour shall, at the option of Atascosa, accrue;
1. Additional cost to Contractor at the rate of \$200.00 per hour, or fraction thereof, for each hour that custody continues after 12:00 noon on the last day of the court ordered detention; and
  2. In cases where no authorized representative of Contractor shall be available to receive custody of the child, then, at Atascosa's sole option and discretion, an employee of Atascosa may deliver the child in person to the Chief Juvenile Probation Officer of Contractor for which there will be an additional charge of \$200.00 per Atascosa employee utilized for safe transport, plus mileage of \$0.58 for each additional mile traveled in excess of fifty (50) miles based on round trip mileage.

The additional fees calculated under this section are penal in nature and in no way indicate and assumption of any additional responsibility of the part of Atascosa for custody of the child.

- E. Contractor understands that failure to promptly take custody of and remove the child shall be grounds for Atascosa to take whatever action necessary to remove the child from the facility at full cost and expense of contractor, including any remedy contained in this contract.

**SECTION XI – RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be construed to permit Contractor, its agents, servants, or employees in any way to manage, control direct or instruct Atascosa, its servants, or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility. Any suggestions concerning compliance or activities shall be directed in writing to:

DANIELLA MARTINEZ, SUPERINTENDENT  
ATASCOSA COUNTY DETENTION CENTER  
1511 ZANDERSON AVE.  
JOURDANTON, TEXAS 78026

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**SECTION XII – INSURANCE**

- A. Atascosa will maintain in force insurance policies against loss to any persons or property for any liability incurred by Atascosa property, employees, and individuals as a result of the operation of the Facility.
- B. Contractor will maintain insurance on its own account for any liability occurring for illegal detention or liability for Contractor's custody and transportation of children of Contractor's jurisdiction.
- C. It is agreed that the insurance agreement herein contained shall be the sole remedy for any cause of action between Atascosa and Contractor.

**SECTION XIV – NOTICE**

All notices, demands; or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Atascosa: DANIELLA MARTINEZ, SUPERINTENDENT  
ATASCOSA COUNTY JUVENILE DETENTION CENTER  
1511 ZANDERSON AVE.  
JOURDANTON, TEXAS 78026

To Contractor: Keith Garner: ASST. CHIEF JUVENILE PROBATION OFFICER  
2<sup>nd</sup> 25<sup>th</sup> JUDICIAL DISTRICT COUNTY JUVENILE PROBATION  
P.O. BOX 330  
HALLETTSVILLE, TEXAS 77964

The addresses to which any notice, demand or other writing may be delivered to any party as provided may be changed by written notice.

**SECTION XV – MISCELLANEOUS**

- A. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- B. This Agreement shall inure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.
- C. The Juvenile Board of Atascosa County shall be responsible for the quality and integrity of the fiscal and programmatic management of the Facility.
- D. This Agreement is not assignable without the written permission of all parties hereto.



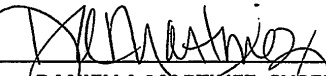
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

- E. If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
- F. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue of any dispute or matter arising under this Agreement shall lie in Atascosa County, Texas.
- G. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- H. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on this the 24 day of August, 2020.

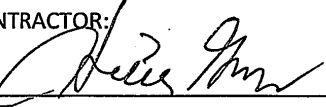
AGREED AND EXECUTED:

ATASCOSA COUNTY:

BY:   
**DANIELLA MARTINEZ, SUPERINTENDENT**  
**ATASCOSA COUNTY JUVENILE DETENTION CENTER**

8/31/2020  
DATE SIGNED

CONTRACTOR:

BY:   
**KEITH GARNER**  
**ASST. CHIEF JUVENILE PROBATION OFFICER**  
**2<sup>nd</sup> 25<sup>th</sup> JUDICIAL DISTRICT JUVENILE PROBATION DEPT.**

8/10/20  
DATE SIGNED

BY:   
**COUNTY ATTORNEY**

8/24/20  
DATE SIGNED

BY:   
**COUNTY JUDGE**

8-24-20  
DATE SIGNED

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

- \_15. Contract between Colorado County Central Appraisal District and Colorado County for the assessment and collection of property taxes for 2020, 2021, 2022, 2023, and 2024. (Kana)

**Motion by Commissioner Gertson to approve Contract between Colorado County Central Appraisal District and Colorado County for the assessment and collection of property taxes for 2020, 2021, 2022, 2023, and 2024; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

COLORADO COUNTY CENTRAL APPRAISAL DISTRICT

*Robert Maes, Chief Appraiser*

P O BOX 10

106 CARDINAL LANE  
COLUMBUS, TX 78934

979-732-8222 OFFICE

979-732-6485 FAX

August 10, 2020

Colorado County Auditor  
Attn: Raymie Kana  
318 Spring St. STE 104  
Columbus, TX 78934

RE: 2020/2021 Colorado County Central Appraisal District Contract  
For Assessment and Collections services.

Dear Raymie,

It has come to my attention that we need to update the tax rate election clause in all collection contracts, since the state calculations and titles have been changed for 2020. At this time, our office is requesting all updated collection contracts from each jurisdiction. The **Rollback Election** wording should be replaced with: **Voter-Approval/Automatic Election**. Also, you can even extend the term of the contract for multiple years. Don't hesitate to call me if you have any questions. Thank you.

Respectfully,

Olga L. Poncik, RTC  
Business Operations and Human Resources Supervisor  
Colorado County Central Appraisal District  
979-732-8222 X214  
[olgap@coloradocad.org](mailto:olgap@coloradocad.org)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**THE STATE OF TEXAS :**

**COUNTY OF COLORADO:**

**COUNTY CONTRACT FOR ASSESSMENT  
AND  
COLLECTION SERVICES**

On this the 24th day of August, 2020, the Colorado County Central Appraisal District (hereinafter called "district") and Colorado County (hereinafter called "county") enter into the following agreement:

**PURPOSE**

The parties to this agreement wish to consolidate the assessment and collection of the property taxes into one agency, the Colorado County Central Appraisal District.

The parties enter this contract pursuant to the authority granted by 1979 Tex. Gen. Laws Ch. 871, and TEXAS REV. CIV. STAT. ANN. Art. 4413 (32c) (Vernon 1979).

**TERM**

This contract shall be effective from January 1, 2020 to December 31, 2024, provided, however, that the district shall complete performance of services to be performed for 2020, 2021, 2022, 2023 and 2024. To remain effective, this contract must be approved by any subsequent appraisal district board of directors, commissioners' court, or county tax assessor-collector.

**SERVICES TO BE PERFORMED**

(1) This district shall collect the taxes owing to the county. The district further agrees to perform for the county all the duties provided by the laws of the State of Texas for the collection of said taxes.

(2) The district shall perform all the functions in the definitions section of this contract. Specifically, the district agrees to prepare consolidated tax statements for each taxpayer. The district shall mail said tax statement to each taxpayer within the district.

(3) The county hereby designates the chief appraiser as its tax assessor for purposes of compliance with TEX. REV. STAT. ANN. Art. 7244c (Vernon Supp. 1980). In addition, the parties agree that the chief appraiser of the district shall perform all the duties required by law of the tax assessor-collector of the county and each taxing unit.

**PAYMENT**

(1) The county agrees to pay the district the cost of performing the services specified above. These costs shall be allocated among the taxing units contracting for

**MINUTES OF THE COLORADO COUNTY  
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assessment and collection services, including the county, in the following manner: each taxing unit shall pay the portion of the cost of assessing and collecting that is equal to the proportion that the total number of collection accounts for that taxing unit bears to the sum of the total number of collection accounts of all taxing units for which the district assesses and collects taxes.

(2) The district shall estimate its costs of assessment and collection for the county each year during the normal budgeting process for the district. The estimate of the cost of assessment and collection shall be approved in the same manner as the rest of the district budget, however, the cost of assessment and collection shall be stated separately from the remainder of the district budget. Should the amount estimated for assessment and collection prove insufficient, the district may amend the budget at that time by utilizing the same procedures normally used to amend the district budget.

(3) In the event payment received in any one year exceeds the actual costs of assessment and collection, the district shall reimburse the county the excess funds.

(4) The costs of assessment and collection for the county shall be paid to the district in quarterly installment payments payable in January, April, July and October, the first working day of each month of the quarter.

**REMITTANCE OF COLLECTIONS**

Current taxes collected for the county shall be remitted to the county weekly. Delinquent taxes collected shall be remitted monthly.

**ADMINISTRATIVE PROVISIONS**

(1) All expenses incurred by the district for the assessment and collection of taxes shall be kept clearly on the books and records of the district, and the county or its designated representative is authorized to examine the records to be kept by the district as such reasonable times and intervals as the county deem fit. Such books and records will be kept in the offices of the district.

(2) The district agrees to obtain a surety bond for the chief appraiser acting in his capacity as assessor-collector for county taxes. Such bond shall be payable to the county tax assessor-collector in the amount of One Hundred Thousand Dollars (\$100,000.00).

**VOTER-APPROVAL/AUTOMATIC ELECTION EXPENSES**

The fees and expenses agreed on to be paid by Colorado County, Texas to Colorado County Central Appraisal District do not include any expenses carried by a voter-approval/automatic election. Any expenses and cost incurred by CAD in aiding Colorado County, Texas to conduct a successful voter-approval/automatic election (including any expenses, additional time and service provided by CAD) shall be borne by Colorado County, Texas as in addition to fees to be paid by Colorado County, Texas to CAD as otherwise provided in this contract.

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**MISCELLANEOUS PROVISIONS**

(1) The district shall not be liable to the county on account of any failure to collect taxes nor shall the chief appraiser be liable unless the failure to collect taxes results from some failure on his part to perform the duties imposed upon him by law and by this agreement.

(2) Payments by the county for the services performed under this contract shall be made from current revenues available to the county.

**DELINQUENT TAX SUITS**

The appraisal district reserves the right to institute suits for the collection of delinquent taxes as the appraisal district deems necessary and to contract with an attorney for the collection of delinquent taxes.

**DEFINITIONS**

For purposes of this agreement the terms "assessment" and "collection" shall include the following: calculation of tax, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of an effective tax rate required by the TEX. REV. CIV. STAT. ANN. Art. 7244c (Vernon Supp. 1980). The term "assessment" shall not include those functions defined as "appraisal" by the Property Tax Code and those services itemized as appraisal services in a contract between the district and the taxing units.


Executed at Columbus, Texas on the 24<sup>th</sup> day of August, 2020.

**NAME**

**OFFICE**

\_\_\_\_\_

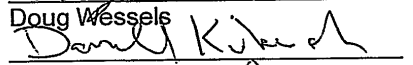
Chairman, Colorado County Central  
Appraisal District Board of Directors

  
Ty Prause

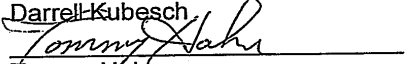
Colorado County Judge

  
Doug Wessels

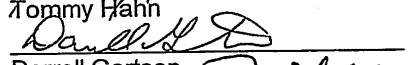
Commissioner, Precinct No. 1

  
Darrell Kubesch

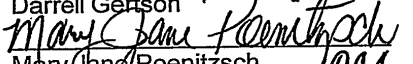
Commissioner, Precinct No. 2

  
Tommy Hahn

Commissioner, Precinct No. 3

  
Darrell Gertson

Commissioner, Precinct No. 4

  
Mary Jane Poenitzsch

Colorado County Tax Assessor-  
Collector

**MINUTES OF THE COLORADO COUNTY  
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**RESOLUTION**

On this the 24<sup>th</sup> day of August 2020, at a Regular Meeting of the Commissioners' Court of Colorado County, Texas, there came on for consideration the making of a contract for the assessment and collection of all property taxes collected by this County, and motion was made by Darrell Gertson, County Commissioner of Precinct No. 4, seconded by Doug Wessels, County Commissioner of Precinct No. 1, said County to make and enter into a contract with Colorado County Central Appraisal District for the latter to assess and collect property taxes for said County, said contract to end on the 31<sup>st</sup> day of December, 2024.

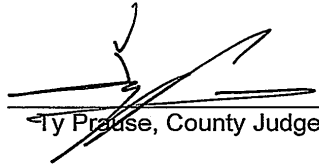
Said motion being put to vote, it carried by a vote of 5 to 0 nays.


Those voting "Aye" were:

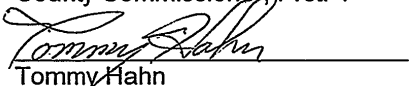
- Judge Ty Prause
- Doug Wessels, Commissioner Pct #1
- Darrell Kubesch, Commissioner Pct #2
- Tommy Hahn, Commissioner Pct #3
- Darrell Gertson, Commissioner #4

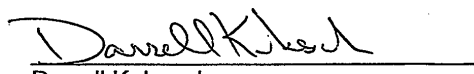
Those voting "No" were:


- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

  
Ty Prause, County Judge

  
Doug Wessels  
County Commissioner, Prct. 1

  
Tommy Hahn  
County Commissioner, Prct. 3

  
Darrell Kubesch  
County Commissioner, Prct. 2

  
Darrell Gertson  
County Commissioner, Prct. 4

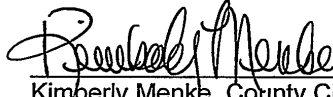
MINUTES OF THE COLORADO COUNTY  
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**THE STATE OF TEXAS:**

**COUNTY COLORADO:**

I, the undersigned, County Clerk of Colorado County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court of record in the Minutes of said Court.

Witness my official hand and seal this 24th day of August, 2020.



\_\_\_\_\_  
Kimberly Menke, County Clerk  
Colorado County, Texas

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





**MINUTES OF THE COLORADO COUNTY  
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**RESOLUTION**

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, at a Regular Meeting of the Colorado County Texas Appraisal District, there came on for consideration the making of a contract for the assessment and collection of all property taxes collected by Appraisal District, Colorado County and motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, said Board of Directors in behalf of said Appraisal District does make and enter into a contract with Colorado County for the purpose of consolidating the assessment and collection of property taxes in the Appraisal District, said contract to end on the 31<sup>st</sup> day of December, 2024.

Said motion being put to vote, it carried by a vote of \_\_\_\_ to \_\_\_\_.

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

**THE STATE OF TEXAS:**

**APPRAISAL DISTRICT**

**COUNTY OF COLORADO:**

I, the undersigned, Secretary of the Appraisal Board, Colorado County Central Appraisal District Board of Directors, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution of the Board of Directors.

Witness my official hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary, Colorado County Appraisal  
District Board of Directors

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- \_16. SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2021 for the VINE (Victim Information and Notification Everyday) Program.

**Raymie Kana, County Auditor stated this is an annual contract at the Jail.**

**Motion by Commissioner Hahn to approve SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2021**

**for the VINE (Victim Information and Notification Everyday) Program; seconded by**

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

**(See Attachment)**

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RE: FY 2021 SAVNS Grant Contract

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**Contract Number:** 2110823

**Grantee:** Colorado County

**Amount:** \$7,007.23

**Executed:**

**Term:** September 1, 2020 – August 31, 2021

**Budget Coding:**

ORG	PCA	Agy Obj
966	10352	5137

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**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 2110823**

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Colorado County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. TERM OF THE CONTRACT**

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

**SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

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Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

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- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
  - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

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available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

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imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

**SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

**4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.



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GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

**4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

**4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for

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reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

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from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.8 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

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**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

**SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

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Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

**6.5 Notices to Certified Vendor.** Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

**SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

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procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

**SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

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be subject to change during the term of the contract, in the sole discretion of the OAG.

**SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

**SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement



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applies.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

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Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

**SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish

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**timely written notice to each other of any such claim.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

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**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

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**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.13 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

**11.14 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

**SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, including All Exhibits.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms

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or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.**

**OFFICE OF THE ATTORNEY  
GENERAL**

Colorado County

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

DocuSigned by:  
*Ty Prause*  
2302A6B8879C448...

\_\_\_\_\_  
Printed Name: Ty Prause  
Authorized Official

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**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 2110823**

**EXHIBIT A**

**Population Size:** Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

<b>Annual Cost for Jail</b>	<b>Annual Cost for Courts</b>	<b>Annual E-Vine Upgrade Cost</b>	<b>MAXIMUM REIMBURSABLE COSTS</b>
\$5,431.48	\$-	\$1,575.75	\$7,007.23

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

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**Exhibit B**  
**FIRST CONTRACT RENEWAL**  
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

**Contract No.**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*



**MINUTES OF THE COLORADO COUNTY  
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**Certificate Of Completion**

Envelope Id: 096FDA879DFC45FE88192D16BE8B2F87	Status: Sent
Subject: Please DocuSign: FY 2021 SAVNS Grant Contract	
Template ID:	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Karly Watson
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO Box 12548
	Austin, TX 78711-2548
	Karly.Watson@oag.texas.gov
	IP Address: 204.64.50.216


**Record Tracking**

Status: Original	Holder: Karly Watson	Location: DocuSign
8/19/2020 5:20:36 PM	Karly.Watson@oag.texas.gov	

**Signer Events**

Ty Prause  
ty.prause@co.colorado.tx.us  
tp  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
  
23924888079C449...  
Signature Adoption: Pre-selected Style  
Using IP Address: 70.118.27.42

**Timestamp**

Sent: 8/19/2020 5:21:00 PM  
Viewed: 8/24/2020 8:32:11 AM  
Signed: 8/24/2020 8:32:28 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/7/2018 9:40:58 PM  
ID: 81dc6259-109d-4365-8f91-0913d0d3470c

Melissa Foley  
Melissa.Foley@oag.texas.gov  
Deputy Chief, Contracts and Asset Management  
Division  
The Office of the Attorney General of Texas  
Security Level: Email, Account Authentication  
(None)

Sent: 8/24/2020 8:32:31 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gene McCleskey  
Gene.McCleskey@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 1/14/2019 12:34:26 PM  
ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney  
Review  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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Signer Events	Signature	Timestamp
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Joshua Godbey

Signing Group: Joshua Godbey  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Bruce Williamson  
Bruce.Williamson@oag.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mark Penley  
Mark.Penley@oag.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson  
karly.watson@oag.texas.gov  
Office of the Attorney General of Texas  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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FLD Contracts  
FLDcontracts@oag.texas.gov  
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Accounting - DocuSign Contracts  
ACC\_DocuSign\_Contracts@oag.texas.gov  
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Joshua Alexander  
Joshua.Alexander@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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Electronic Record and Signature Disclosure created on: 4/1/2018 4:34:18 PM  
Parties agreed to: Ty Prause, Gene McCleskey

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

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available to me by Office of the Attorney General during the course of my relationship with you.

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- \_17. FY 2021 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Kana)

**Raymie Kana, County Auditor stated this is an annual Grant which will stay the same.**

**Motion by Commissioner Gertson to approve FY 2021 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County; seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**



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**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M2013CLBU

**Part I - Identification of the Project**

**TO:** The County of Colorado, Texas

**FROM:** The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Colorado, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the COLUMBUS - ROBERT R WELLS JR Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

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**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2020, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

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5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

**Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
- a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. through the fence access shall be reviewed and approved by the State; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

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- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

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2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

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**Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

**Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

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3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

Part VI - Acceptances

Sponsor

The County of Colorado, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 9th day of September, 20 19.

The County of Colorado, Texas

Sponsor

  
Sponsor Signature

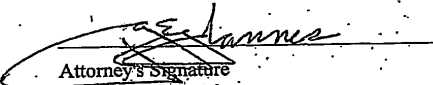
County Judge

Sponsor Title

Certificate of Attorney

I, Jay Johannes, acting as attorney for the County of Colorado, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Columbus, Texas, this 9th day of September, 20 19.

  
Attorney's Signature



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 24, 2020

Attachment A

Scope of Services  
TxDOT Project ID: M2013CLBU

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$30,000.00	\$15,000.00	\$15,000.00
TOTAL	\$30,000.00	\$15,000.00	\$15,000.00

Accepted By: The County of Colorado, Texas

  
Signature

Title: County Judge

Date: 9/09/19

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

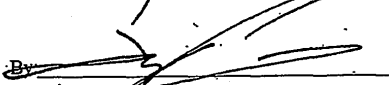
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M2013CLBU

The County of Colorado does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

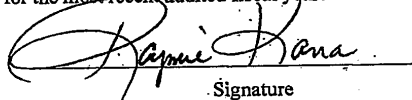
Sponsor: The County of Colorado, Texas

By:   
Title: County Judge  
Date: 9/09/19

**Certification of State Single Audit Requirements**

I, Raymie Kana, do certify that the County of Colorado, Texas,  
(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the County of Colorado, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Colorado, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

  
Signature

County Auditor

Title

9/09/19

Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

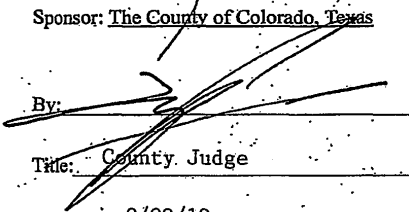
DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2013CLBU

The County of Colorado, Texas, designates, Raymie Kana, County Auditor  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The County of Colorado, Texas

By: 

Title: County Judge

Date: 9/09/19

DESIGNATED REPRESENTATIVE

Mailing Address: 318 Spring St., Suite 104  
Columbus, TX 78934

Overnight Mailing Address: 318 Spring St., Suite 104  
Columbus, TX 78934

Telephone Number: (979) 732-2791

Fax Number: (979) 732-2924

Email Address: raymie.kana@co.colorado.tx.us

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

- \_18. Designate Authorized Signer for RAMP Grant 2021 and agree to use eGrants electronic signature for all sections of the grant. (Kana)

**Motion by Commissioner Gertson to approve to designate Raymie Kana, County**

**Auditor as an authorized signer for RAMP Grant 2021 and agree to use eGrants**

**electronic signature for all sections of the grant; 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  
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**Authorized Signer for RAMP Grant 2021**

For FY 2021 RAMP, I will use eGrants electronic signatures. There will be one authorized signer for all sections of the grant. This is optional but highly recommended. You may still use eGrants to obtain ink signatures from multiple signers if that is appropriate for your entity. NOTE: The grant amendment and single audit memo will require an electronic signature.

If you have an eGrants profile and will be the authorized signer for all sections of the grant, no action is needed and you will receive the grant from [noreply-egrants@txdot.gov](mailto:noreply-egrants@txdot.gov). If your authorized signer is not in eGrants, please complete the table below and an eGrants account will be set up for that person. Use the submit form button to email this form back to Amy Slaughter. This person will sign all sections of the RAMP grant. **Attorney signatures are no longer required.** For airports owned by two entities, use the second owner section to designate one person from the second owner's entity to sign the acceptance page (page 8). The first sponsor will sign on behalf of both entities for the remaining signatures.

The authorized signer will receive an email from [noreply-egrants@txdot.gov](mailto:noreply-egrants@txdot.gov) when the FY 2021 grant is sent. Please check junk mail if you do not receive a notification.

Thank you,

Amy Slaughter

<b><u>Authorized Signer Information</u></b>	
* Name:	
* Title:	
* Email:	
* Sponsor Name:	
<b><u>Authorized Signer for second owner</u></b>	
Name:	
Title:	

Email

Sponsor  
Name:

If needed you may reference the following page for information on how to use eGrants electronic signature process. A video is available: [HERE](#)

If you have any questions please contact Amy Slaughter at 512-416-4519.

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

**AUGUST 24, 2020**

\_19. Establish 2021 Payroll Schedule. (Kana)

**Motion by Commissioner Gertson to approve to establish 2021 Payroll Schedule;  
seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so  
ordered.**

**(See Attachment)**

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

**AUGUST 24, 2020**

COLORADO COUNTY 2021 PAY SCHEDULE				
PAY DATES		FOR PAY PERIOD		EMS HRS
JANUARY	15	01/01 - 01/15		80
	29	01/16 - 01/31		80
FEBRUARY	12	02/01 - 02/15		80
	26	02/16 - 02/28		80
MARCH	12	03/01 - 03/15		80
	30	03/16 - 03/31		120
APRIL	15	04/01 - 04/15		80
	30	04/16 - 04/30		80
MAY	14	05/01 - 05/15		80
	28	05/16 - 05/31		80
JUNE	15	06/01 - 06/15		80
	30	06/16 - 06/30		120
JULY	15	07/01 - 07/15		80
	30	07/16 - 07/31		80
AUGUST	13	08/01 - 08/15		80
	27	08/16 - 08/31		80
SEPTEMBER	15	09/01 - 09/15		80
	30	09/16 - 09/30		120
OCTOBER	15	10/01 - 10/15		80
	29	10/16 - 10/31		80
NOVEMBER	12	11/01 - 11/15		80
	30	11/16 - 11/30		80
	30	LONGEVITY PAY		
DECEMBER	15	12/01 - 12/15		120
	30	12/16 - 12/31		80



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

\_20. Set Sheriff's and Constables' Fees effective January 1, 2021 and ending December 31, 2021.

**No changes. Motion by Commissioner Gertson to approve to set Sheriff's and Constables' Fees effective January 1, 2021 and ending December 31, 2021 as presented; 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  
AUGUST 24, 2020

Misc. Fees:

Copy of Offense Reports..... \$4.00  
Open Records Requests ..... \$4.00  
    Each additional page..... \$0.25  
Audio Tape/CD/DVD..... \$5.00  
VHS/VCR Tape ..... \$8.00  
Radio Log or CAD Page (per page) ..... \$1.00

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

By Order of Commissioners' Court

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

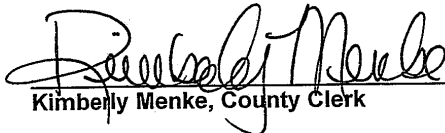
Richard LaCourse, Constable  
Precinct No. 1, Colorado County  
1051 Schulenburg Lane  
Columbus, Texas 78934

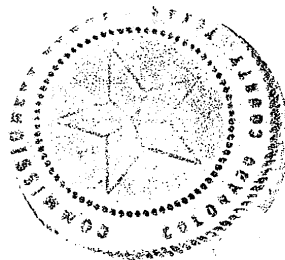
Lonnie Hinze, Constable  
Precinct No. 2, Colorado County  
P. O. Box 945  
105 E. Main  
Weimar, Texas 78962

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

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

ATTEST:

  
\_\_\_\_\_  
Kimberly Menke, County Clerk



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

**AUGUST 24, 2020**

- \_21. Consent:
- a. \$1,000.00 donation from Accessories Plus, Inc.- Sherman Wilson to Colorado County Sheriff's Office.
  - b. Order of General Election issued on August 10, 2020 by the County Judge.
  - c. University of Texas Medical Branch Interlocal Cooperation Act Contract agreement rates for FY 2021.
  - d. Superheavy or Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/16/2020 – 8/19/2021).
  - e. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Copano Pipelines/South Texas LLC (8/1/2020 – 8/1/2021).
  - f. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Kinder Morgan Tejas Pipeline LLC (8/1/2020 – 8/1/2021).

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

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

**(See Attachments)**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

AW1-1  
Prescribed by Secretary of State  
Sections 3.004, 3.006, 85.004, Texas Election Code  
3/07

**ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)**

An election is hereby ordered to be held on November 03, 2020, in Colorado County, Texas  
(date)  
for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of  
the Texas Constitution.

*(Por la presente se ordena que se lleve a cabo una elección el día November 03, 2020 de 20, en el  
Condado de Colorado, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como  
requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)*

(List Offices) *(Eñumere los puestos oficiales)*

County Attorney *(Procurador del Condado)*  
Sheriff *(Alguacil)*  
County Tax Assessor-Collector *(Asesor-Collector de Impuestos del Condado)*  
County Commissioner, Precinct No. 1 *(Comisionado del Condado, Precinto Núm. 1)*  
County Commissioner, Precinct No. 3 *(Comisionado del Condado, Precinto Núm. 3)*  
Constable, Precinct No. 1 *(Condestable, Precinto Núm. 1)*  
Constable, Precinct No. 2 *(Condestable, Precinto Núm. 2)*  
Constable, Precinct No. 3 *(Condestable, Precinto Núm. 3)*  
Constable, Precinct No. 4 *(Condestable, Precinto Núm. 4)*

Early voting by personal appearance will be conducted each weekday at:  
*(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)*

Colorado County Annex, 318 Spring St., Suite 101, Columbus, TX 78934  
Weimar City Hall, 106 E. Main, Weimar, TX 78934  
Eagle Lake Community Center, 100 N. Walnut, Eagle Lake, TX

(location) *(sitio)*

For three (3) weeks *(Por tres (3) semanas)*

between the hours of 8:00 a.m. and 5:00 p.m. from Tuesday, October 13, 2020 through Friday, October 16, 2020.  
*entre las 8:00 a.m. y las 5:00 p.m. desde el martes 13 de octubre de 2020 hasta el viernes 16 de octubre de 2020*

between the hours of 7:30 a.m. and 5:30 p.m. from Monday, October 19, 2020 through Friday, October 23, 2020.  
*entre las 7:30 a.m. y las 5:30 p.m. desde el lunes 19 de de octubre de 2020 hasta el viernes 23 de de octubre de 2020.*

between the hours of 7:00 a.m. and 7:00 p.m. from Monday, October 26, 2020 through Friday, October 30, 2020.  
*entre las 7:00 a.m. y las 7:00 p.m. desde el lunes 26 de de octubre de 2020 hasta el viernes 30 de de octubre de 2020*


Applications for ballot by mail shall be mailed to:  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

Rebecka LaCourse, Elections Administrator  
318 Spring St, Suite 101  
Columbus, TX 78934  
*(Nombre del Secretario de la Votación Adelantada)*

Applications for ballots by mail must be received no later than the close of business on Friday, October 23, 2020:  
*(La tarjeta Federal de solicitud deberá recibirse no más tardar de las horas de negocio el:)*

Federal postcard applications must be received no later than the close of business on Friday, October 23, 2020:  
*(La tarjeta Federal de solicitud deberá recibirse no más tardar de las horas de negocio el:)*

Issued this the 10 day of August, 2020.  
*(Emitada este día 10 de agosto, 2020.)*

  
\_\_\_\_\_  
Signature of County Judge *(Firma del Juez del Condado)*

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

**AUGUST 24, 2020**

**EXHIBIT A  
FY 21 Compensation Schedule**

- Inpatient Services:** County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges, 36% of current billed charges.
- Outpatient Services:** County agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges, 24% of current billed charges.
- Outpatient Surgery:** County agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage, 24% of current billed charges.
- Implants:** County agrees to pay for authorized implants at 33% of UTMB's billed charges.
- Outpatient Laboratory Services:** County agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges, 24% of current billed charges.
- Professional Services:** County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
- Mid-Level Providers:** County agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
- Anesthesia:** County agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.
- Any outpatient fees not otherwise defined:** County agrees to pay 33% of UTMB's billed charges.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

Superheavy or Oversize  
Permit Bond  
(ANNUAL)

Bond No. LPM4127031

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Colorado

That we, Prime Operating Company of

9821 Katy Freeway, Ste. 1050, Houston, TX 77024, as Principal,

and the Fidelity and Deposit Company of Maryland

of P.O. Box 1227, Baltimore, MD 21203, a corporation duly licensed to do business in the State of Texas, as surety, are held and firmly bound unto County of Colorado, Texas in the penal sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars, to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which permit is issued to operate under the provisions of Texas Civil Statutes, Article 6702-1, sec. 2.301.

NOW, therefore, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending August 19, 2021, then this obligation to be null and void, otherwise to remain in full force and virtue at Law.

Dated this the 16th day of July, A.D. 2020.

**Beverly A. Cummings**  
**Executive Vice-President**

Prime Operating Company

Principal

By: [Signature]  
(Title)

Fidelity and Deposit Company of Maryland

Surety

By: [Signature]  
Desiree E. Westmoreland, Attorney-in-Fact



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 2020.



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

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 21<sup>st</sup> day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of July, 2020



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](mailto:www.reportsclaims@zurichna.com)  
800-626-4577

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/2/2020

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

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

<b>PRODUCER</b> Marsh Wortham, a division of Marsh USA, Inc 2929 Allen Parkway Houston, TX 77019  www.marsh.com	<b>CONTACT NAME:</b> Marsh Wortham, a division of Marsh USA, Inc <b>PHONE (A/C No, Ext):</b> 713-526-3366 <b>FAX (A/C, No):</b> 713-521-1951 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	
<b>NAIC #</b> 24147	


**COVERAGES**      **CERTIFICATE NUMBER:** 56845259      **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 SUBR INSD   WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWVTB313916-20	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWZU315699-20	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	MWC313915-20	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

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

Copano Pipelines/South Texas LLC is Included As A Named Insured.  
 -See Attached Remarks Schedule-

<b>CERTIFICATE HOLDER</b>  Colorado County Judge Columbus TX 78934	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Marsh Wortham, a division of Marsh USA, Inc.
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

AGENCY CUSTOMER ID: 10KINDEMOR1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Marsh Wortham, a division of Marsh USA, Inc		<b>NAMED INSURED</b> Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Colorado County Judge**

**ADDRESS: Columbus TX 78934**

The General Liability is Self Insured.

The automobile liability policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The automobile liability policy includes a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The workers compensation/employers liability policy includes a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The umbrella liability policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/2/2020

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<b>PRODUCER</b> Marsh Wortham, a division of Marsh USA, Inc 2929 Allen Parkway Houston, TX 77019  www.marsh.com	<b>CONTACT NAME:</b> Marsh Wortham, a division of Marsh USA, Inc <b>PHONE (A/C, No, Ext):</b> 713-526-3366 <b>FAX (A/C, No):</b> 713-521-1951 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Old Republic Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:** 56845260      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWVTB313916-20	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWZU315699-20	8/1/2020	8/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	MWVC313915-20	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE - POLICY LIMIT \$4,000,000

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

Kinder Morgan Tejas Pipeline LLC is Included As A Named Insured.  
 --See Attached Remarks Schedule--

<b>CERTIFICATE HOLDER</b> Colorado County Judge Columbus TX 78934	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Marsh Wortham, a division of Marsh USA, Inc.
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

AGENCY CUSTOMER ID: 10KINDEMOR1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Marsh Wortham, a division of Marsh USA, Inc		NAMED INSURED Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)**

**HOLDER:** Colorado County Judge  
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ACORD 101 (2008/01)

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ADDENDUM/DOO

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

22. 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)**

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 1  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0100-TOTAL REVENUES/CARRY-OVER</b>					
	ANTHONY ARRIAGA	216623	A	REFUND OVERPAYMENT OF FINE	91.00
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216690	A	TPW FINE/CAUSE#200040/A8358904	122.40
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216691	A	TPW FINE/CAUSE#200022/A8358905	155.55
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216692	A	TPW FINE/CAUSE#200045/A8358908	122.40
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216693	A	TPW FINE/CAUSE#190795/A8358952	198.05
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216694	A	TPW FINE/CAUSE#200001/A8358958	198.05
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216695	A	TPW FINE/CAUSE#190586/A8322704	155.55
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216696	A	TPW FINE/CAUSE#190587/A8322707	70.55
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216697	A	TPW FINE/CAUSE#190584/A8322710	79.05
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216698	A	TPW FINE/CAUSE#200046/A8358906	31.45
	TEXAS PARKS AND WILDLIFE DEPARTMENT	216699	A	TPW FINE/CAUSE#080009/A808734	170.00
	<b>DEPARTMENT TOTAL</b>				<b>1,394.05</b>
<b>0400-COUNTY JUDGE</b>					
	AQUA BEVERAGE COMPANY	216548	R	COOLER RENT/CUST #004309	15.00
	AT&T	216571	R	PHONE SVC/ACCT#713 A80-6235 692 8	87.24
	AT&T MOBILITY	216761	A	CELLULAR SVC/ACCT#826401607	37.87
	GREATAMERICA FINANCIAL SVCS	216601	R	COPIER LEASE PMT/INV #27541924	128.00
	SYNCB/AMAZON	216722	A	HP ENVY PHOTO ALL-IN-ONE PRINTER	229.89
	TIME WARNER CABLE ENTERPRISES LLC	216614	R	TRUNKED PHONE LINE	31.32
	<b>DEPARTMENT TOTAL</b>				<b>529.32</b>
<b>0401-COMMISSIONER'S COURT</b>					
	CRAIN, CATON & JAMES, P.C.	216658	A	DEFENSE COSTS/ALTAIR DISPOSAL	367.87
	CRAIN, CATON & JAMES, P.C.	216659	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	11,772.00
	CRAIN, CATON & JAMES, P.C.	216660	A	DEFENSE COSTS/REMEDICATION CLAIM	18,586.37
	CRAIN, CATON & JAMES, P.C.	216661	A	DEFENSE COSTS/EMPLOYMENT ISSUES	2,848.12
	CRAIN, CATON & JAMES, P.C.	216705	A	DEFENSE COST/MUNICIP WASTE LANDFILL	6,008.62
	<b>DEPARTMENT TOTAL</b>				<b>39,582.98</b>
<b>0403-COUNTY CLERK</b>					
	AT&T	216569	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	AT&T LONG DISTANCE	216596	R	LONG DISTANCE SVC/BAN#858540623-0	3.73
	CONDRA COMMUNICATIONS	216649	A	(2) HANDSET CORDS/INV#60181	9.50
	PRESTIGE OFFICE PRODUCTS, LLC	216712	A	OFFICE SUPPLIES/INV#118973	346.41
	PRESTIGE OFFICE PRODUCTS, LLC	216713	A	LABEL MAKER/INV#118993	133.07
	PRESTIGE OFFICE PRODUCTS, LLC	216781	A	OFFICE CHAIR/INV#119135	144.99
	SYNCB/AMAZON	216718	A	USB SANDISK CRUZER FOR CO CLERK	299.90
	TIME WARNER CABLE ENTERPRISES LLC	216608	R	TRUNKED PHONE LINE	46.98
	<b>DEPARTMENT TOTAL</b>				<b>1,022.04</b>
<b>0410-ELECTIONS</b>					
	AT&T	216565	R	PHONE SVC/ACCT#713 A80-6235 692 8	87.24
	TIME WARNER CABLE ENTERPRISES LLC	216609	R	TRUNKED PHONE LINE	15.66
	WALMART COMMUNITY/RFCSCLLC	216827	A	ELECTION SUPPLIES	5.90
	WEIMAR MERCURY	216703	A	RUNOFF SAMPLE BALLOT AD/#4496	216.00
	XEROX FINANCIAL SERVICES	216755	A	AUG XEROX LEASE PMT/INV#2232809	202.50
	<b>DEPARTMENT TOTAL</b>				<b>527.30</b>
<b>0426-COUNTY COURT</b>					
	PATRICIA WAGNER	216680	A	COURT REPORTER ON 8-12/INV#228	390.08
	PETERS & PETERS LAW FIRM, PLLC	216681	A	COURT APPT ATTY/CAUSE#20-451	250.00
	URSULA S. STEPHENS	216789	A	INTERPRETER SVCS ON 8-5,8-12,8-19	500.00
	<b>DEPARTMENT TOTAL</b>				<b>1,140.08</b>
<b>0428-PUBLIC DEFENDER</b>					







**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 4  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	A & A OIL CO., INC.	216727	A	JULY EMS FUEL	887.56
	AT&T	216553	R	PHONE SVC/ACCT#713 A80-6235 692 8	95.11
	AT&T	216567	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.16
	AT&T	216574	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	AT&T LONG DISTANCE	216589	R	LONG DISTANCE SVC/BAN#858540623-0	2.28
	COLORADO COUNTY OIL CO., INC.	216735	A	400 GALS DIESEL/INV#414939	635.84
	COLORADO COUNTY OIL CO., INC.	216736	A	508 GALS DIESEL/INV#415954	822.66
	DSS DRIVING SAFETY SERVICES, LLC	216664	A	PRE-EMPLOYMENT DRUG SCREEN	60.00
	E.F. JOHNSON COMPANY	216665	A	MOBILE RADIO FOR NEW AMB UNIT	5,002.05
	HENRY SCHEIN INC.	216737	A	MEDICAL SUPPLIES/INV#80799288	50.21
	QUADMED, INC.	216742	A	MEDICAL SUPPLIES/INV#174528,174698	312.58
	QUADMED, INC.	216743	A	MEDICAL SUPPLIES/INV#174895,175453	982.75
	QUADMED, INC.	216744	A	VIDEO LARYNGOSCOPE/INV#175201	1,380.00
	STRYKER SALES CORPORATION	216745	A	(5) POWER LOAD STRETCHERS/#3103320M	103,799.20
	SYNCB/AMAZON	216716	A	AIR FILTERS & REFRIG THERMOMETERS	200.50
	SYNCB/AMAZON	216717	A	RV GENE FOR EL TRAILER	29.99
	SYNCB/AMAZON	216719	A	(8)2020 DELL INSPIRON 7000 FOR EMS	5,735.92
	TIME WARNER CABLE ENTERPRISES LLC	216817	A	FIBER INTERNET @ EMS	451.36
	TIME WARNER CABLE ENTERPRISES LLC	216821	A	INTERNET CABLE & PHONE @ EL EMS	325.34
	XEROX FINANCIAL SERVICES	216751	A	AUG XEROX LEASE PMT/INV#2231017	150.00
	DEPARTMENT TOTAL				120,996.97
0555-911 RURAL ADDRESSING					
	AT&T	216568	R	PHONE SVC/ACCT#713 A80-6235 692 8	46.04
	AT&T	216577	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	AT&T LONG DISTANCE	216595	R	LONG DISTANCE SVC/BAN#858540623-0	14.20
	DEPARTMENT TOTAL				97.70
0560-COUNTY SHERIFF					
	AT&T	216555	R	PHONE SVC/ACCT#713 A80-6235 692 8	327.46
	AT&T	216578	R	PHONE SVC/ACCT#713 A80-6235 692 8	34.31
	AT&T	216579	R	PHONE SVC/ACCT#713 A80-6235 692 8	40.47
	AT&T LONG DISTANCE	216586	R	LONG DISTANCE SVC/BAN#858540623-0	138.98
	AT&T LONG DISTANCE	216588	R	LONG DISTANCE SVC/BAN#858540623-0	8.99
	AT&T MOBILITY	216758	A	CELLULAR SVC/ACCT#826401607	32.87
	CAROL RICHTER	216626	A	BAL DUE ON THERMOMETERS	9.90
	COLORADO CO TAX ASSESSOR/COLLECTOR	216707	A	VEHICLE REG RENEWAL/LP#KFD7376	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	216708	A	VEHICLE REG RENEWAL/LP#1318092	7.50
	COLORADO COUNTY OIL CO., INC.	216603	R	818 GALS GASOLINE/INV#414513	1,302.99
	COLORADO COUNTY OIL CO., INC.	216604	R	850 GALS GASOLINE/INV#414938	1,367.40
	COLORADO COUNTY OIL CO., INC.	216605	R	838 GALS GASOLINE/INV#415428	1,419.49
	COLORADO COUNTY OIL CO., INC.	216606	R	880 GALS GASOLINE/INV#415953	1,457.37
	COLORADO COUNTY OIL CO., INC.	216607	R	710 GALS GASOLINE/INV#416344	1,380.60
	COLUMBUS TIRE CENTER	216647	A	TAHOE TIRE REPAIR/INV#8355	24.75
	COLUMBUS TIRE CENTER	216773	A	TIRE CHG/INV#8428	31.00
	CONDR COMMUNICATIONS	216648	A	UPDATE VOICEMAIL PROGRAMMING/#60183	90.00
	FEDERAL EXPRESS CORP	216775	A	SHIPPING CHGS/INV#7-093-00394	38.82
	GT DISTRIBUTORS, INC.	216777	A	AMMUNITION/INV0785708	888.76
	O'REILLY AUTO PARTS	216710	A	BATTERY/CUST#1269383	153.51
	O'REILLY AUTO PARTS	216711	A	WIPER BLADES/CUST#1269383	153.80
	ON SITE DECALS, LLC	216741	A	REPAIR GRAPHICS ON (2) PATROL UNITS	1,180.00
	PRESTIGE OFFICE PRODUCTS, LLC	216783	A	DISPATCH CHAIRS/INV#119057	582.98
	SCHNEIDER TIRE & LUBE LLC	216683	A	INSPECTION/INV#32929	7.00
	SCHNEIDER TIRE & LUBE LLC	216684	A	OIL CHG & INSPECTION/INV#32896	51.98
	SCHNEIDER TIRE & LUBE LLC	216786	A	OIL CHG & ROTATE TIRES/INV#32954	69.98
	SCHNEIDER TIRE & LUBE LLC	216825	A	OIL CHANGE/INV#33030	44.98
	SCHNEIDER TIRE & LUBE LLC	216826	A	OIL CHANGE/INV#32898	44.98



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 6  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BRYAN RADIOLOGY ASSOCIATES	216625	A	RADIOLOGY/BRA125026/7-29-20/IHC	132.58
	COLUMBUS COMMUNITY HOSPITAL	216770	A	HOSP CHGS/20363135/7-27-20/IHC	97.51
	COLUMBUS COMMUNITY HOSPITAL	216771	A	HOSP CHGS/20363335/7-29-20/IHC	1,778.70
	GENERAL SURGERY OF TEXAS, PA	216776	A	PHYSICIAN SVCS/EK1142/8-4-20/IHC	33.27
	INDIGENT HEALTHCARE SOLUTIONS, LTD	216671	A	SEPT IHC PROFESSIONAL SVC/INV#70241	1,059.00
	TIME WARNER CABLE ENTERPRISES LLC	216618	R	TRUNKED PHONE LINE	15.66
	DEPARTMENT TOTAL				3,116.72
0665-AGRI EXTENSION SERVICE					
	AT&T	216552	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	AT&T	216558	R	PHONE SVC/ACCT#713 A80-6235 692 8	74.92
	AT&T LONG DISTANCE	216591	R	LONG DISTANCE SVC/BAN#858540623-0	0.87
	AT&T LONG DISTANCE	216599	R	LONG DISTANCE SVC/BAN#858540623-0	6.71
	TIME WARNER CABLE ENTERPRISES LLC	216818	A	INTERNET @ AG BLDG	120.62
	XEROX FINANCIAL SERVICES	216754	A	AUG XEROX LEASE PMT/INV#2231017	477.77
	DEPARTMENT TOTAL				718.35
0695-MISCELLANEOUS					
	AT&T	216554	R	PHONE SVC/ACCT#713 A80-6235 692 8	43.62
	AT&T	216562	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	AT&T	216575	R	PHONE SVC/ACCT#713 A80-6235 692 8	37.46
	COLORADO COUNTY CITIZEN	216644	A	SURPLUS AUCTION AD/ACCT#101881	24.00
	COLORADO COUNTY CITIZEN	216765	A	PUBLIC HEARING/CARTER WALKER RD	36.00
	COLORADO COUNTY CITIZEN	216766	A	HELP WANT AD/PCT#3 MECHANIC	36.00
	NATIONAL NOTARY ASSOCIATION	216808	A	NOTARY E&O POLICY/S. WICK	18.00
	PRESTIGE OFFICE PRODUCTS, LLC	216714	A	COPY PAPER/INV#118993	253.95
	QUADIENT, INC.	216812	A	MAIL MACHINE LEASE PMT/INV#N8443566	223.86
	QUADIENT, INC.	216811	A	SURE SEAL SOLUTION/INV#16140008	21.36
	TIME WARNER CABLE ENTERPRISES LLC	216620	R	TRUNKED PHONE LINE	31.42
	TIME WARNER CABLE ENTERPRISES LLC	216820	A	FIBER INTERNET @ COURTHOUSE	653.41
	U.S. POSTAL SERVICE	216822	A	PO BOX 945 ANNUAL RENT/JP#2	92.00
	DEPARTMENT TOTAL				1,508.54
	FUND TOTAL				247,211.70

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0013 RECORDS PRESERVATION FUND      CYCLE: ALL      PAGE 7  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0613-RECORDS PRESERVATION					
	IRON MOUNTAIN RECORDS MANAGEMENT	216672	A	AUG RECORD STORAGE/INV#CVMY096	354.53
	DEPARTMENT TOTAL				354.53
	FUND TOTAL				354.53





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4      CYCLE: ALL      PAGE 12  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4 TOTAL DISBURSEMNTS					
	AT&T	216551	R	PHONE SVC/ACCT#713 A80-6235 692 8	46.87
	AT&T LONG DISTANCE	216590	R	LONG DISTANCE SVC/BAN#858540623-0	3.55
	CINTAS CORPORATION	216764	A	UNIFORMS/INV#4058606120,4057957066	192.14
	COLORADO COUNTY OIL CO., INC.	216769	A	300 GALS GAS,3057 GALS DIESEL/416009	4,943.74
	CUMMINS SOUTHERN PLAINS, LLC	216662	A	AIR COMPRESSOR & PARTS/INV#85-15262	1,281.20
	DARRELL GERTSON	216774	A	MILEAGE (8-6 THRU 8-19)	457.70
	R.B. EVERETT & CO., INC.	216784	A	WORK TRAILER REPAIR/INV#31442	1,515.77
	TRACTOR SUPPLY CREDIT PLAN	216787	A	DIGITAL FUEL METER	164.99
	DEPARTMENT TOTAL				8,605.96
	FUND TOTAL				8,605.96

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0031 ELECTION SERVICES CONTRACT FUND      CYCLE: ALL      PAGE 13  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0610-ELECTION SERVICES CONTRACT					
	FEDEX	216667	A	SHIPPING CHGS/INV#7-086-38729	17.46
	DEPARTMENT TOTAL				17.46
	FUND TOTAL				17.46

08/24/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0032 HAVA CARES ACT FUND      CYCLE: ALL      PAGE 14  
 TIME:08:26 AM      CLAIMS FOR PAYMENT AS OF AUGUST 24, 2020      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0632-HAVA CARES ACT DISBURSEMENTS					
	ELECTION SYSTEMS & SOFTWARE, INC.	216666	A	(13) EXPRESSPOLL(2ND PMT)/#1148237	12,483.75
	DEPARTMENT TOTAL				12,483.75
	FUND TOTAL				12,483.75





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**PURCHASE ORDER** Colorado County Precinct 4  
310 S. McCarty • Eagle Lake, Texas 77434 No. 4- 7502  
979-234-2633 • Fax 979-234-3832

To: CLEVELAND ASPHALT

Date 8-20-2020

Invoice # \_\_\_\_\_

QUAN.	DESCRIPTION	PRICE	AMOUNT
5452.38	GALLONS CRS-2	2.12	11559.05
RAYMIE KANA County Auditor, Colorado County, Texas AUG 24 2020 CHECKED & APPROVED FOR \$ 11559.05 FUND RB#4			
APPROVED FOR PAYMENT			

DISTRIBUTION:  
WHITE - AUDITOR  
YELLOW - VENDOR  
PINK - OFFICE

\$ 11559.05  
David H. D.  
Commissioner, Pct. 4

\$ For: Lyle Rd Double Court  
Approved By: 1050 instants

**PURCHASE ORDER** Colorado County Precinct 4  
310 S. McCarty • Eagle Lake, Texas 77434 No. 4- 7498  
979-234-2633 • Fax 979-234-3832

To: MARTIN ASPHALT

Date 8-20-2020

Invoice # \_\_\_\_\_

QUAN.	DESCRIPTION	PRICE	AMOUNT
5948	MC-30 PRIME OIL	2.82	13,953.36
RAYMIE KANA County Auditor, Colorado County, Texas AUG 24 2020 CHECKED & APPROVED FOR \$ 13953.36 FUND RB#4			
APPROVED FOR PAYMENT			

DISTRIBUTION:  
WHITE - AUDITOR  
YELLOW - VENDOR  
PINK - OFFICE

\$ 13953.36  
David H. D.  
Commissioner, Pct. 4

\$ For: LYLE, CLUB, RAMSEY RD  
Approved By: \_\_\_\_\_



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

**ORDER TO AMEND THE 2020 BUDGET  
AS OF AUGUST 24, 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:

08/24/2020  
TIME:07:57 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
0000030946	CURRENT	08/24/2020	08/24/2020	004	12-100-205 MIXED DRINK TAX	3,000.00
0000030947	CURRENT	08/24/2020	08/24/2020	004	12-100-302 DONATIONS/COUNTY WIDE	2,500.00
0000030948	CURRENT	08/24/2020	08/24/2020	004	12-100-312 5% MOTOR VEH SALES TAX COMMISSION	3,500.00
0000030949	CURRENT	08/24/2020	08/24/2020	004	12-100-320 SALES TAX	500,000.00
0000030950	CURRENT	08/24/2020	08/24/2020	004	12-100-395 MISCELLANEOUS	185,000.00
0000030951	CURRENT	08/24/2020	08/24/2020	004	12-100-310 INTEREST INCOME	75,000.00-
0000030952	CURRENT	08/24/2020	08/24/2020	004	12-100-435 SEPTIC SYSTEM FEES	15,000.00
0000030953	CURRENT	08/24/2020	08/24/2020	004	12-401-403 OUTSIDE LEGAL SERVICES	300,000.00
0000030954	CURRENT	08/24/2020	08/24/2020	004	12-410-421 COPIER LEASE EXPENSE	1,750.00
0000030955	CURRENT	08/24/2020	08/24/2020	004	12-410-452 MAINTAINING VOTING EQUIP	1,750.00-
0000030956	CURRENT	08/24/2020	08/24/2020	004	12-510-425 COVID-19 EXPENSES	5,000.00
0000030957	CURRENT	08/24/2020	08/24/2020	004	12-510-482 BUILDING INSURANCE	20,000.00
0000030958	CURRENT	08/24/2020	08/24/2020	004	12-510-494 GROUNDS MAINTENANCE	1,000.00
0000030959	CURRENT	08/24/2020	08/24/2020	004	12-510-495 PEST CONTROL	1,000.00-
0000030960	CURRENT	08/24/2020	08/24/2020	004	12-515-454 MAINTENANCE	1,000.00
0000030961	CURRENT	08/24/2020	08/24/2020	004	12-515-440 UTILITIES	1,000.00-
0000030962	CURRENT	08/24/2020	08/24/2020	004	12-540-111 SALARY - EXTRA JOBS-SPLASHWAY	35,000.00
0000030963	CURRENT	08/24/2020	08/24/2020	004	12-540-105 SALARY, EMS MEMBERS	109,000.00
0000030964	CURRENT	08/24/2020	08/24/2020	004	12-540-425 COVID-19 EXPENSES	25,000.00
0000030965	CURRENT	08/24/2020	08/24/2020	004	12-540-532 EQUIPMENT OVER \$500	125,000.00
0000030966	CURRENT	08/24/2020	08/24/2020	004	12-565-532 EQUIPMENT OVER \$500	5,000.00
0000030967	CURRENT	08/24/2020	08/24/2020	004	12-565-440 UTILITIES	5,000.00-
0000030968	CURRENT	08/24/2020	08/24/2020	004	12-570-433 DETENTION SERVICES	15,000.00
0000030969	CURRENT	08/24/2020	08/24/2020	004	12-585-452 SOFTWARE/HARDWARE MAINT	20,000.00
0000030970	CURRENT	08/24/2020	08/24/2020	004	12-585-477 COMPUTER UPGRADES	20,000.00-
					TOTAL BUDGET ADJUSTMENTS	25 <del>1,268,000.00</del>

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 24, 2020

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

*August  
2020*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**



Form  
3072

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

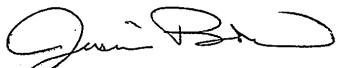
County Name Colorado Co. Indigent Report for (Month/Year) 08/2020  
or  
Amendment of the Report for (Month/Year)

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

Physician Services	1.	\$302.52	
Prescription Drugs	2.	\$1,646.48	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$6,256.64	
Laboratory/X-Ray Services	5.	\$141.13	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$0.00	
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. \$8,346.77
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. \$8,346.77

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

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$		<u>160,941.22</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 3072

08/20/2020  
Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020

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

*September, 2020*

**ACTIVE CASES:**

Marnie Jones  
Joe Mayorga  
Manuel Hernandez  
Linda Saucedo  
Brenda Ellison

Albert Rios  
Brandon Barton  
Emily Rooks  
Eddie Torres

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS: Eddie Torres**

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

*(Approved SSI w/Medicaid) Joe Toliver Jr.*

*(Income)*

*(Moved)*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 24, 2020**

\_23. Announcements (without discussion and no action) by elected officials/department heads.

**Mr. Silver, with EMS informed new unit with remount is in service.**

**Commissioner Gertson addressed the stress on our little lumber companies, people need to shop local to keep our small businesses open so we don't have to go to a big box company for a 4x4.**

**Commissioner Hahn reported new bridge on Zimmerscheidt Road is under construction, road is closed, people are unhappy but will have to deal with it, should be finished by Christmas.**

\_24. 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.**

\_25. Adjourn.

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

**An audio recording of this meeting of August 24, 2020 is available in the County Clerk's Office.**



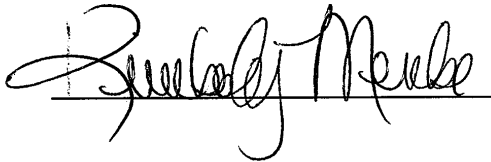
MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 24, 2020

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 24<sup>th</sup> day of August 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 24<sup>th</sup> day of August 2020.

Given under my hand and official seal of office this date August 24, 2020.

  
\_\_\_\_\_

