

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: FEBRUARY 22, 2021 – 3:30 P.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 dial in number listed below:

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Meeting ID: 931 9850 0943  
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Dial by your location  
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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 22<sup>nd</sup> day February 2021, the Commissioners Court of Colorado County, Texas met in Regular Session at 3:30 P.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

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

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

**County Judge Ty Prause called the meeting to order at 3:36 P.M., followed by Pledges to the United States Flag and Texas Flag.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

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

FEBRUARY 22, 2021

FILED FOR RECORD  
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

2021 FEB 19 PM 3:06

KIMBERLY MENKE  
COUNTY CLERK

N.D.

DATE OF MEETING: FEBRUARY 22, 2021 – 3:30 P.M.  
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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.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- \_\_1. Agenda as posted.
- \_\_2. Public comments.
- \_\_3. Reschedule public hearing to establish a speed limit of 40 m.p.h. a maximum reasonable and prudent speed for a vehicle traveling on County Road 151 and County Road 152, Precinct No. 1. (Wessels)
- \_\_4. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of County Road 248, Precinct No. 2. (Kubesch)
- \_\_5. Application submitted by Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of Blacksmith Farm Lane, Precinct No. 2. (Kubesch)
- \_\_6. Affordable Care Act Reporting and Tracking Services (ARTS) 2021 Renewal Confirmation Program Agreement. (Kana)
- \_\_7. Approve Interlocal Agreement with Tarrant County for the Tarrant County Cooperative Purchasing Program. (Kana)
- \_\_8. Renew contract with Clean Earth that expired February 13, 2021, for the Household Hazardous Waste Collection event. (Kana)
- \_\_9. Determine essential employees during the record winter storm of February 15–19, 2021 and compensation of essential employees who worked during the county closure. (Kana)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

- \_10. Allowing the County's attorneys to pursue litigation against the responsible parties and suppliers who delivered or contracted to store or take their chemicals and cuttings to the Inland Environmental site in violation of Federal and/or State rules, regulations or laws. (Prause)
- \_11. Consent Items:
  - a. Certificate of Liability Insurance posted by Mercer Construction Company (2/1/2021– 2/1/2022).
- \_12. Examine and approve all accounts payable and budget amendments.
- \_13. Announcements (without discussion and no action) by elected officials/department heads.
- \_14. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_15. Adjourn.

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

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  2. Public comments.

**Judge Prause stated there was one Public Comment Rules Form completed by  
Debbie Damon.**

**Debbie was present and read letter she prepared covering Monarch Butterflies and  
electrical power issues during the winter storm.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021

Colorado County Commissioners' Court

Public Comment Rules

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

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

Public Participation Form

Name (please print) Abbie Damon

Which agenda item do you wish to address? #3

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

Abbie Damon  
Signature

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

**COLORADO COUNTY COMMISSIONERS COURT MEETING**

**CITY OF COLUMBUS, TEXAS ~ CITY COUNCIL MEETING**

**PRESENTED BY DEBBIE DAMON**

**FEBRUARY 22, 2021**

Help and support our neighbors. This past week has been a hard time for all of us. But it is also a great time to evaluate what we have stored and don't really need. Clean out the garages, closets and drawers. As an example I had PVC pipe and fittings stored for years. Contacted my local plumbing company and told them to come and get it! So many of us have lost plants and vegetation. Do not throw out the plastic containers and dirt. Many of our small growers need everything. No matter how much or how little....it is appreciated. Folks....it is all about gratitude and giving back to others.

Excited to report that 2020 was a stellar year for the release of adult Monarch Butterflies. 2,300+ were released in 2020. That is more than the last 4 years combined when we started this project. Many thanks to my butterfly buddy, Kathleen Labay, on helping to monitor and feed these very hungry critters. Reports are made monthly to the organization Journey North. Thanks also to Brookwood Community for growing the necessary milkweed for us to purchase for the gardens. This is a win win situation....we need the milkweed....we are saving an endangered species. With the recent freeze I personally have lost all milkweed, blue mist and floral plants which attract butterflies. Yes...it will all come back but not in time for the Monarchs that are returning from Mexico. This is a wait and see situation but hopefully the warmer weather will encourage new growth.

'Saturdays On The Square' vendors took a leap to start up the market in February. But the frigid cold cancelled the first 2 markets in February. Weather has been the factor which is understandable. Good news is many of us have met new networking vendors! Vendors from Brenham and Round Top have heard through the grapevine and have inquired about becoming vendors. They have mentioned that they will pass along what they have experienced to their vendor buddies. Many of the comments were how friendly everyone was and helpful and just saw that the vendors were having a good time. Vendors supporting each other made a real impression. There are 3 local vendors that participate and support the Brenham Vendor Market the first Friday of each month from 3:00 PM-7:00 PM. Support with other communities is a strong point with our vendors.

With what we have seen with the challenging weather and the 11-19 vendors participating we are confident that the late spring, summer, fall weekends will see more vendor participation.

I will keep this short sweet and simple. July 29, 2015 my love (HA!) affair with American Electric Power (AEP) began. As a new small business owner to Columbus \$300-\$400 electric was not in my budget. My Houston location, powered by Center Point, was never more than \$125. So what's up? My research showed that 55-72% of my electric bill went to a 'Delivery Charge'. What is included in that 'Delivery Charge' is the maintenance of 92% of the State of Texas power lines and power poles. Okay so why did it take them 4 years to clear debris off power lines from the back of my property on Forest to S. River Drive in Columbus, Texas. My neighbor Lupe Rodriguez and I would shake our heads. Every time I saw an AEP truck I would chase them down and repeatedly show them work orders and documentation. But to no avail. I am happy to say that the debris has since then been cleared.

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This past week has been horrific. Many of us were left hanging not knowing what to expect or where to turn . I recently had back surgery and no power or water. I cried myself to sleep. So angry with ERCOT and AEP I have this information to share:

**American Electric Power Annual Gross Profit:**

2020 - \$15.561 Billion  
2019 - \$10.455 Billion  
2018 - \$10,409 Billion  
2017 - \$10,113 Billion  
2016 - \$10,650 Billion

**ARE YOU MAD YET!**

American Electric Power Company, Inc. is one of the largest investor-owned public utility holding companies in the United States. AEP's electric utility operating companies provide generation, transmission and distribution services to the retail customers in Arkansas, Indiana, Kentucky, Louisiana, Michigan, Ohio, Oklahoma, Tennessee, Texas, Virginia and West Virginia.

ERCOT and AEP... you left us out in the cold. You knew what you knew yet you said nothing! Your time is coming!



**MINUTES OF THE COLORADO COUNTY  
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- \_\_3. Reschedule public hearing to establish a speed limit of 40 m.p.h. a maximum reasonable and prudent speed for a vehicle traveling on County Road 151 and County Road 152, Precinct No. 1. (Wessels)

**Commissioner Wessels stated he understands that we had to reschedule due to weather issues and not having the meeting this morning.**

**Motion by Commissioner Wessels to reschedule public hearing to establish a speed limit of 40 m.p.h. a maximum reasonable and prudent speed for a vehicle traveling on County Road 151 and County Road 152, Precinct No. 1 for Regular Term Meeting on March 8<sup>th</sup>, 2021 at 9:15 A.M.; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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COMMISSIONER'S COURT REGULAR MEETING  
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**NOTICE OF PUBLIC HEARING**

A Public Hearing on a proposal to establish a speed limit of 40 m.p.h. on County Road 151 and County Road 152, Precinct No. 1, will be held at the Regular Term of Commissioners Court on March 8, 2021, at 9:15 a.m., at the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas, as provided by the Texas Transportation Code, Subchapter E (County Traffic Regulations), Sections 251.151, 251.152 and 251.154.

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

**FEBRUARY 22, 2021**

- \_\_\_4. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-way of County Road 248, 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 County Road 248, 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  
FEBRUARY 22, 2021

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 near fence along the East side of CR 248 starting at the South  
intersection of CR 250 and proceeding North approximately 4,750' along the East ROW.

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

Install Buried Fiber Optic Cable in existing 1.25 inch HDPE Duct by blowing along CR 248  
from the South intersection of CR 250 and proceeding North along the East ROW while digging  
up intermittently to install fiber optic pedestals.

02-11-21  
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  
FEBRUARY 22, 2021



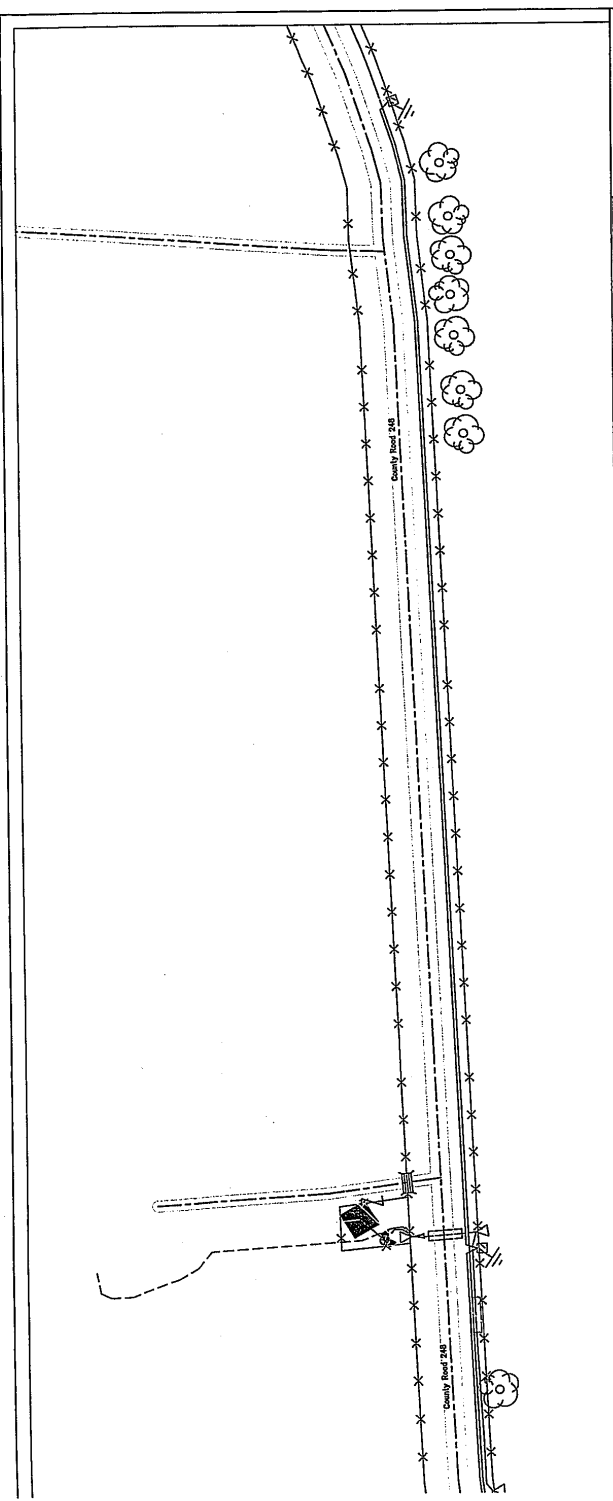




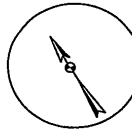




**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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Colorado Valley Telephone Coop Inc.		EXCHANGE: BORDEN		COUNTY: COLORADO		ROUTE: BRIF-7-1	
		BY: HANIGET		JOB NO: 2421069		PROJ. DESC: BRIF-7-1 BOLD	
				AS BUILT DATE: 2021			
PED NO.	BID OR	BIZ QTY	BFOQ/VE	SUB NO			
2			1440				
3	1	1	1240				
4	1	1					
TOTAL	2	2	2680				



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

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  
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FEBRUARY 22, 2021**

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  
FEBRUARY 22, 2021

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.

02/11/2021  
Date

Brian A. Mueller  
Applicant

Approved by Commissioners Court on the 23<sup>rd</sup> day of Feb., 2021.

2-23-21  
Date

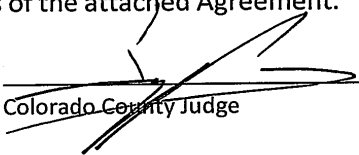
[Signature]  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021

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.

2-22-21  
Date

  
Colorado County Judge

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

**FEBRUARY 22, 2021**

- \_\_5. Application submitted by Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of Blacksmith Farm Lane, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application submitted by Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of Blacksmith Farm Lane, 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  
FEBRUARY 22, 2021

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 Blacksmith Farm Ln beginning 2,670' South from the intersection of  
Deer Hollow Rd.

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

Install Buried Copper cable by plowing from an existing pedestal on the West ROW of  
Blacksmith Farm Ln South approximately 325', installing a new pedestal on the West ROW and  
boring one driveway along the way.

02-11-21  
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  
FEBRUARY 22, 2021





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

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.

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

**MINUTES OF THE COLORADO COUNTY  
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17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
  - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
  - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
    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  
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21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 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

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

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

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

02/11/2021  
Date

Brian R. Mueller  
Applicant

Approved by Commissioners Court on the 23<sup>rd</sup> day of Feb., 2021.

2-22-21  
Date

[Signature]  
Colorado County Judge

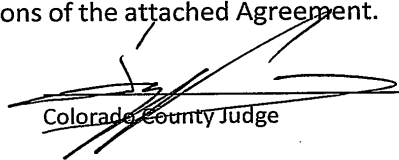


MINUTES OF THE COLORADO COUNTY  
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Permit

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

2-22-21  
Date

  
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY  
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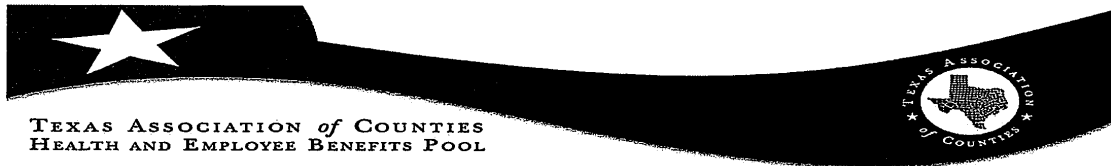
- \_\_\_6. Affordable Care Act Reporting and Tracking Services (ARTS) 2021 Renewal Confirmation Program Agreement. (Kana)

**Raymie Kana, County Auditor informed this is an annual renewal, we have participated in this program since 2016 and they waive the cost. They provide Form 1095C both to employees and the IRS.**

**Motion by Commissioner Gertson to approve Affordable Care Act Reporting and Tracking Services (ARTS) 2021 Renewal Confirmation Program Agreement; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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February 8, 2021

**Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information**

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2021, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2021 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

**As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2021, assuming program deadlines are met.**

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2021 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

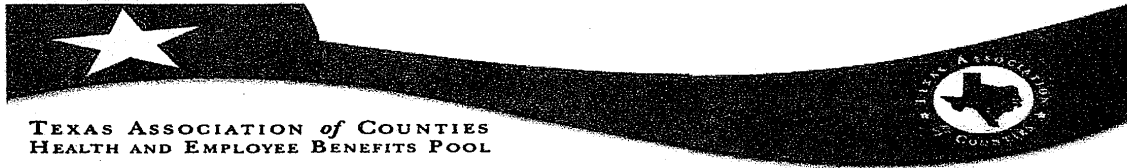
- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the ARTS Renewal Confirmation Program Agreement. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to [ARTS@county.org](mailto:ARTS@county.org) no later than 3/31/2021 if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.

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

**Program Services**

The ARTS program includes the following services:

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

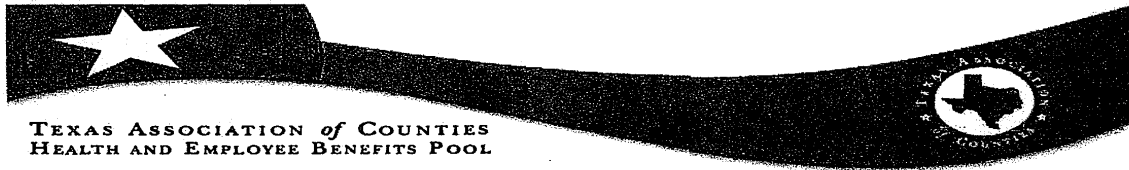
**Program Requirements**

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP. Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.
- 2) Group agrees to pay program fees as described in the 2021 ARTS Fee Schedule.

**Enrollment and Data Submission Deadlines**

- **Please refer to the enclosed "2021 Deadlines for ARTS Files" document for details.**
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than March 31, 2021 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 6, 2021 to avoid late fees, however, we recommend that you continue sending your files after each payroll or at least monthly to avoid getting backlogged.

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**ACA Reporting and Tracking Service (ARTS)  
 HEBP Member (Fully Insured or ASO)  
 2021 Fee Schedule for Renewing Participant**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	<input checked="" type="checkbox"/>	<b>Optional Forms Distribution</b> ( <i>group chooses to have TAC mail employee forms</i> )	\$ 1.50 / form	If applicable, will be billed in 2022 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form ( <i>after 3/31/2021</i> )	\$1,500	
4	<input type="checkbox"/>	Late fee for data submission ( <i>after 8/6/2021 and/or 1/10/2022</i> )	\$3,000	If applicable, will be billed in 2022 after forms are produced
<b>Total Amount Due:</b> (if zero, enter 0.00)				\$ _____

*\*Per 1095C form*

*Fees subject to change annually*

TP Initials

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ACA Reporting and Tracking Service (ARTS)  
Contact Designation Form

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

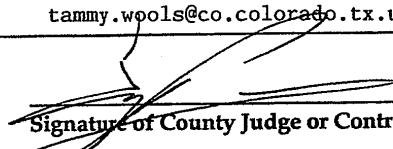
Name: Raymie Kana Title: County Auditor  
Address: 318 Spring St., suite 104 Columbus, TX 78934  
Phone: (979) 732-2791 Fax: (979) 732-2924  
Email: raymie.kana@co.colorado.tx.us

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

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

Other Contact Emails for ARTS correspondence regarding data files, if any:

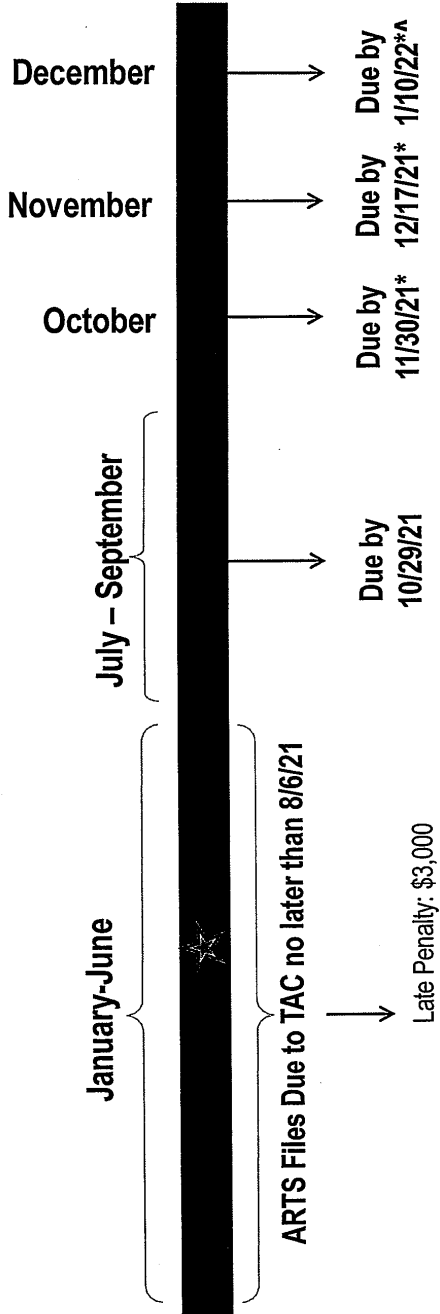
tammy.wools@co.colorado.tx.us

  
\_\_\_\_\_  
Signature of County Judge or Contracting Authority  
Ty Prause, County Judge  
Print Name and Title

2/22/2021  
\_\_\_\_\_  
Date

MINUTES OF THE COLORADO COUNTY  
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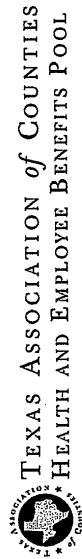
2021 Deadlines for ARTS files



\* NOTE: If these file deadlines are not met, TAC HEPB will not guarantee timely production of 1095C forms

★ ARTS Agreement due by 3/31/21  
 Late Penalty: \$1,500

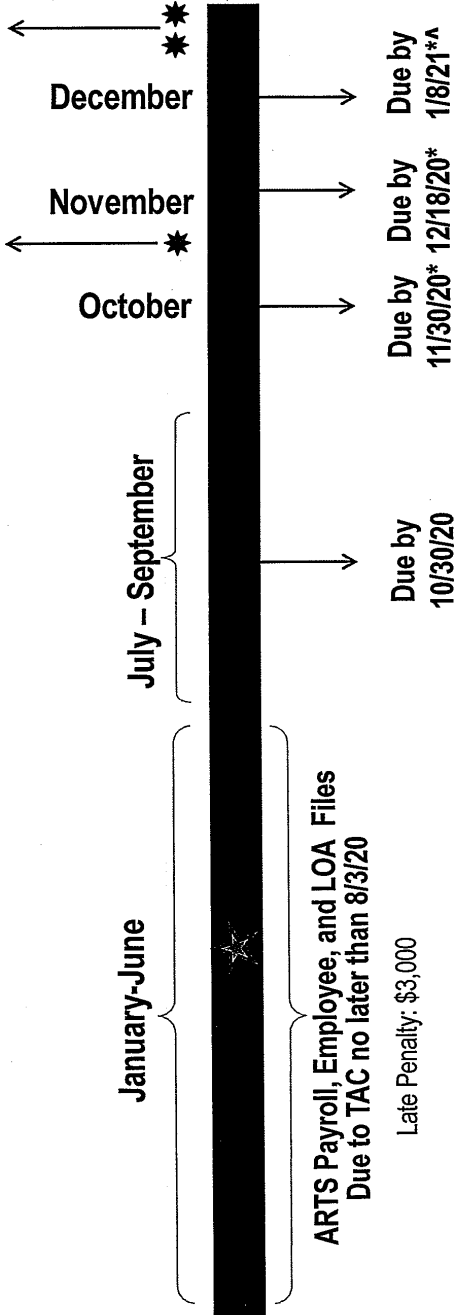
^ If all 2021 ARTS files not received by 1/10/22:  
 Late Penalty: \$3,000



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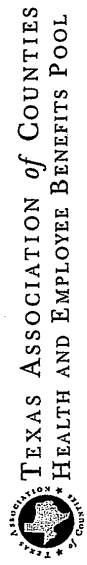
2020 Deadlines for ARTS files  
 RSO Groups

\* January – September enrollment file due by 10/31/20  
 \*\* October – December enrollment file due by 1/20/21  
 Late Penalty: \$1,500



★ ARTS Agreement due by 4/15/20  
 Late Penalty: \$1,500

\* NOTE: If these file deadlines are not met, TAC HEPB will not guarantee timely production of 1095C forms



^ If all 2020 ARTS files not received by 1/8/21:  
 Late Penalty: \$3,000



**MINUTES OF THE COLORADO COUNTY  
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**FEBRUARY 22, 2021**

- \_\_7. Approve Interlocal Agreement with Tarrant County for the Tarrant County Cooperative Purchasing Program. (Kana)**

**Raymie Kana, County Auditor reported this is another option for the County to purchase through them. There is no cost to the County. Commissioner Kubesch stated that he does not want to be contacted by them.**

**Motion by Commissioner Gertson to approve Interlocal Agreement with Tarrant County for the Tarrant County Cooperative Purchasing Program; seconded by Commissioner Neuendorff; Judge Prause called for question and to make sure the motion was clear.**

**Discussion by the Court.**

**Motion by Commissioner Gertson to amend the motion and approve Interlocal Agreement with Tarrant County for the Tarrant County Cooperative Purchasing Program for Precincts #1, #3 and #4, and rest of county, and exclude Precinct #2; seconded by Commissioner Wessels; 5 ayes 0 nay; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
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TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM  
ENTITY INFORMATION SHEET

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this Entity Information Sheet and return to Jennice Anderson, Tarrant County Cooperative Purchasing Administrator. (Address and additional information below regarding the Interlocal Agreement Form). Please contact Ms. Anderson at (817) 884-1414 if you have any questions.

Name of Entity: Colorado County \_\_\_\_\_

Point of Contact: Raymie Kana \_\_\_\_\_

Title: County Auditor \_\_\_\_\_

Phone Number: (979) 732-2791 \_\_\_\_\_

Fax Number: (979) 732-2924 \_\_\_\_\_

Internet Address: www.co.colorado.tx.us \_\_\_\_\_

E-Mail Address: raymie.kana@co.colorado.tx.us \_\_\_\_\_

Additional Contacts: Doug Wessels, Keith Neuendorff, Darrell Gerson, R.H. Wied, \_\_\_\_\_

Tommy Richter, Charles Rogers, Amanda Daniel \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Information as of this Date: 2/22/2021 \_\_\_\_\_

**NOTE:** To complete the Interlocal Agreement, please sign and return **FOUR (4) DUPLICATE ORIGINAL AGREEMENTS, EACH CONTAINING AN ORIGINAL SIGNATURE**, to the attention of Jennice Anderson, Cooperative Purchasing Administrator, Tarrant County Purchasing Department, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.

MINUTES OF THE COLORADO COUNTY  
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**INTERLOCAL AGREEMENT**  
**BETWEEN COUNTY OF TARRANT AND COLORADO**

This Agreement is made this 22nd day of February, 2021 between the County of Tarrant, Texas and the County of Colorado.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Colorado County, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. Colorado County agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

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**II.**

Colorado County agrees that all specifications for selected items shall be determined by Tarrant County.

**III.**

Colorado County agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill Colorado County directly for all items purchased, and Colorado County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

**IV.**

Raymie Kana (name), County Auditor (title) is hereby designated as the official representative to act for Colorado County in all matters relating to this Agreement.

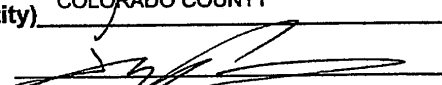
**V.**

This Agreement shall take effect upon execution by both signatories.

**VI.**

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

<b>TARRANT COUNTY</b>	(Entity) <u>COLORADO COUNTY</u>
BY: _____	BY: 
TITLE: _____	TITLE: <u>COUNTY JUDGE</u>
DATE: _____	DATE: <u>2/22/2021</u>

MINUTES OF THE COLORADO COUNTY  
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TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM - CURRENTLY PARTICIPATING ENTITIES

COUNTIES

- |                     |                       |                         |                        |
|---------------------|-----------------------|-------------------------|------------------------|
| 1. Anderson County  | 35. Floyd County      | 69. Maverick County     | 103. Val Verde County  |
| 2. Andrews County   | 36. Franklin County   | 70. Midland County      | 104. Victoria County   |
| 3. Aransas County   | 37. Freestone County  | 71. Milam County        | 105. Walker County     |
| 4. Armstrong County | 38. Fort Bend County  | 72. McLennan County     | 106. Van Zandt County  |
| 5. Atascosa County  | 39. Glasscock County  | 73. Mills County        | 107. Waller County     |
| 6. Bailey County    | 40. Goliad County     | 74. Mitchell County     | 108. Ward County       |
| 7. Bastrop County   | 41. Gonzales County   | 75. Montgomery County   | 109. Williamson County |
| 8. Bell County      | 42. Grayson County    | 76. Nacogdoches County  | 110. Wilson County     |
| 9. Bexar County     | 43. Gregg County      | 77. Navarro County      | 111. Winkler County    |
| 10. Bosque County   | 44. Grimes County     | 78. Nolan County        | 112. Wise County       |
| 11. Brazoria County | 45. Guadalupe County  | 79. Nueces County       | 113. Wood County       |
| 12. Brazos County   | 46. Hardin County     | 80. Orange County       | 114. Young County      |
| 13. Brewster County | 47. Harrison County   | 81. Palo Pinto County   | 115. Zapata County     |
| 14. Brown County    | 48. Hays County       | 82. Panola County       |                        |
| 15. Burnet County   | 49. Henderson County  | 83. Parker County       |                        |
| 16. Cameron County  | 50. Hill County       | 84. Parmer County       |                        |
| 17. Chambers County | 51. Hood County       | 85. Potter County       |                        |
| 18. Cherokee County | 52. Hopkins County    | 86. Randall County      |                        |
| 19. Clay County     | 53. Hunt County       | 87. Red River County    |                        |
| 20. Cochran County  | 54. Hutchinson County | 88. Rufugio County      |                        |
| 21. Collin County   | 55. Jack County       | 89. Rockwall County     |                        |
| 22. Comal County    | 56. Jasper County     | 90. San Patricio County |                        |
| 23. Cooke County    | 57. Jefferson County  | 91. Schleicher County   |                        |
| 24. Coryell County  | 58. Jim Wells County  | 92. Smith County        |                        |
| 25. Dallas County   | 59. Johnson County    | 93. Starr County        |                        |
| 26. Denton County   | 60. Karnes County     | 94. Stephens County     |                        |
| 27. Duval County    | 61. Kaufman County    | 95. Sterling County     |                        |
| 28. Eastland County | 62. Kinney County     | 96. Stonewall County    |                        |
| 29. Ector County    | 63. Lamar County      | 97. Taylor County       |                        |
| 30. Eddy County, NM | 64. Lamb County       | 98. Titus County        |                        |
| 31. El Paso County  | 65. Lampasas County   | 99. Tom Green County    |                        |
| 32. Ellis County    | 66. Leon County       | 100. Travis County      |                        |
| 33. Erath County    | 67. Limestone County  | 101. Upshur County      |                        |
| 34. Fannin County   | 68. Lubbock County    | 102. Upton County       |                        |

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2016-017	Law Enforcement Uniforms	James Rocks	03/14/21
2016-047	Vending Services	Dianna Lee	03/28/21
2016-081	Offender/Defendant-Paid Batterers Intervention	Elaine Johnson	08/30/21
2017-106	Offender/Defendant Paid DWI Education and Drug Program	Elaine Johnson	04/30/21
2017-112	Roofing Repair Services	Elizabeth Plezsch	07/10/21
2017-127	Pharmacy Services for Prescription Drug Dispensing	Elaine Johnson	08/14/21
2017-153	Asbestos Consulting Services	Elizabeth Plezsch	08/31/21
2017-154	Indoor Air Quality Consulting Services	Elizabeth Plezsch	08/31/21
2018-045	Automotive Truck and Equipment Tires & Tubes	Brandie Bingham	3/12/2021
2018-057	Fuel	Brandie Bingham	4/6/2021
2018-070	Electronic Poll Books	Gwen Peterson	5/15/2021
2018-085	Tire Repairs and Service	Brandie Bingham	6/28/2021
2018-092	Security Guard Services	Eva Ferguson	7/11/2021
2018-102	Prisoner Transport Van Conversion	Brandie Bingham	6/6/2021
2018-117	Bio Medical Waste Pickup and Disposal	Susanna Lea	7/31/2021
2018-118	Temporary Healthcare Business Staff	Eva Ferguson	8/6/2021
2018-124	Purchase of Pneumatic Compactors	Brandie Bingham	7/23/2021
2018-125	U. S. Texas and Tarrant County Flags	Rita Pauley	8/14/2021
2018-134	Lime Slurry and Hydrated Lime	Brandie Bingham	9/30/2021
2018-135	Dry Bulk Hydrated Cement	Brandie Bingham	9/30/2021

**MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2018-136	Overhead Door & BiFold Door Preventative Maintenance	James Bocks	9/17/2021
2018-141	Reinforced Concrete Pipe, Box Culverts, and Safety End	Brandie Bingham	9/30/2021
2018-142	Guard Tour System	Chris Lax	4/15/2021
2018-144	Automatic & Manual Door Preventative Maintenance/Repa	James Bocks	9/10/2021
2018-146	Facsimile & Multifunction Machine Maintenance & Supplie	Dianna Lee	9/30/2021
2018-154	Traffic Control Equipment	Victor Trejo	8/6/2021
2018-157	Sign Post & Anchor Material Breakaway Style	Victor Trejo	8/13/2021
2018-158	Exterminating Pest Control and Bee Removal Services	Rita Pauley	10/1/2021
2018-166	Emulsions	Brandie Bingham	9/30/2021
2018-168	Purchase of Dump Trucks and Haul Truck	Brandie Bingham	9/24/2021
2018-166	Pre-Employment Polygraph Services	Dianna Lee	9/30/2021
2018-187	Preventative Maintenance & Repair of Air Compressors	Eva Ferguson	9/30/2021
2019-002	Purchase of Election Equipment	Gwen Peterson	8/12/2021
2019-012	Monitoring Services Burglary Fire and Safe	James Bocks	12/9/2021
2019-029	Dishwashing and Laundry Chemicals	Eva Ferguson	11/30/2021
2019-035	Wrecker Services	Rita Pauley	7/1/2021
2019-047	Road Flares	Rita Pauley	*2/17/2021
2019-050	Purchase of Rifles	Rita Pauley	1/7/2022
2019-057	Printing of Election Ballots	Gwen Peterson	1/21/2022
2019-062	Preventative Maintenance Service of Commercial Kitchen Facilities	Rita Pauley	5/2/2021

MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
 AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2019-064	Installation and Removal of Guard Fence	James Books	4/29/2021
2019-065	Modular Furniture & Moveable Demountable Walls	Susanna Lea	2/25/2022
2019-070	RFP for A/C for Onbase Maintenance and Support	Chris Lax	2/28/2022
2019-087	Cold Milling Machine with Operator and Helper	Brandie Bingham	4/4/2021
2019-088	Epson Moblink P80 Plus Printer and Pairing Services	Gwen Peterson	2/25/2022
2019-090	Automotive and Light Truck Body Repair	Brandie Bingham	4/2/2021
2019-091	Handcuffs, Leg Restraints, and Related Restraints	Rita Pauley	4/15/2021
2019-095	Self-Propelled Bituminous Pavers	Brandie Bingham	3/11/2021
2019-099	Class 7 Cab, and Chassis Trucks with Box Van Body and 4,000 LB. Lift Gate	Brandie Bingham	3/25/2021
2019-105	Purchase of Digital Copiers and Maintenance	Dianna Lee	4/18/2021
2019-109	Erosion Control & Hydromulch Services and Materials	Rita Pauley	6/15/2021
2019-110	Inmate Food Trays	Rita Pauley	8/22/2021
2019-111	Repair & Preventative Maintenance of Commercial Kitchen Equipment	Rita Pauley	9/4/2021
2019-113	Carpet, Tile and Miscellaneous Flooring Materials and Services	Dianna Lee	4/4/2021
2019-115	Miscellaneous Furniture	Susanna Lea	4/1/2021
2019-119	A/C Covert Surveillance Camera Systems	Gwen Peterson	4/9/2021
2019-121	Automotive OEM Parts	Brandie Bingham	5/21/2021
2019-131	Articulated Wheel Loaders	Brandie Bingham	4/15/2021
2019-136	Purchase & Service of Light Duty Lawn Maintenance Equipment	James Books	5/6/2021
10/12/2020	Employee Drug and Alcohol Testing	Rita Pauley	6/24/2021



**MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2019-155	Trackless Tack Emulsion	Brandie Bingham	6/5/2021
2019-157	Fleet Fuel Card And Management Services	Brandie Bingham	7/15/2021
2019-162	Time/Date Stamp Machines, Services, and Suppliers	Susanna Lea	5/26/2021
2019-163	Purchase of Body Scanner	Gwen Peterson	12/9/2021
2019-171	Lift Repairs and Service	Brandie Bingham	7/1/2021
2019-177	Copier Maintenance and Supplies	Dianna Lee	9/30/2021
2019-181	Emergency Vehicle Equipment and Supplies	Brandie Bingham	7/27/2021
2019-183	Inmate Uniforms	James Bocks	8/5/2021
2019-184	Janitorial Supplies	Eva Ferguson	7/29/2021
2019-200	Rental of Bobtail Trucks	Rita Pauley	9/4/2021
2019-203	Flexible Road Base Material	Brandie Bingham	9/30/2021
2019-211	Aggregate Road Surface Treatment	Brandie Bingham	09/30/2021
2019-212	Traffic Paint	James Bocks	8/26/2021
2019-226	Mechanical and Plumbing Services	Elizabeth Plezsch	9/30/2021
2019-252	Service Awards	Susanna Lea	12/12/2021
2019-261	Welding Equipment/Supplies & Industrial/Medical Gases	Eva Ferguson	10/21/2021
2019-268	THC Quantification Analysis	Eva Ferguson	10/23/2021
2020-003	Office Supplies	Dianna Lee	12/31/2021
2020-007	Window Washing Services	Rita Pauley	1/14/2022
2020-009	Tasers and Accessories	Rita Pauley	3/23/2021

**MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2020-013	Landscape Supplies and Services	James Bocks	12/3/2021
2020-014	Irrigation Supplies and Services	James Bocks	12/3/2021
2020-019	Sit Stand Desk, Monitors Arms, & Fatigue Mates	Susanna Lea	1/28/2022
2020-025	Grease, Lint, Oil, & Sand Trap Cleaning Services	James Bocks	1/5/2022
2020-028	Specialized Electrical Services	James Bocks	1/6/2022
2020-034	Background Screening Services	Dianna Lee	2/24/2021
2020-035	Consulting Services for Implementation and Validation of Public Safety Assessment	Eva Ferguson	4/20/2021
2020-037	Ballot Stock Paper	Gwen Peterson	12/9/2021
2020-041	Information Technology Staffing Augmentation Services	Eva Ferguson	4/19/2021
2020-042	Asphalt Release Agents	Brandie Bingham	1/6/2022
2020-043	CAB & CHASS Truck with Fuel Service Body	Brandie Bingham	*2/17/2021
2020-044	Fitness Center Equipment	Dianna Lee	3/19/2021
2020-045	Self-Propelled Reclaimer Stabilizers	Brandie Bingham	1/6/2022
2020-046	Emergency Response Vehicle Equipment Installation	Brandie Bingham	1/6/2022
2020-048	Laboratory Test Kits & Reagents Clinical Testing	Elaine Johnson	1/13/2022
2020-054	Mainframe Application Support	Christopher Lax	3/23/2022
2020-058	Voting Equipment Transportation Carts	Gwen Peterson	1/13/2022
2020-062	Applen Licenses	Gwen Peterson	3/23/2021
2020-063	Uninterruptible Power Supply/Equipment Preventive	James Bocks	3/18/2021
2020-069	Toner Cartridges & Maintenance Supplies for Inkjet/Laser	Dianna Lee	4/3/2021

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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2020-072	Asphalt Crack Sealer	Brandie Bingham	3/11/2021
2020-076	Purchase of Carbon Cylinders	James Bocks	2/24/2022
2020-077	Fire Sprinkler Inspection and Backflow Preventers Testing, Plus Maintenance and Repairs	James Bocks	3/18/2021
2020-079	Ammunition	Rita Pauley	3/23/2021
2020-081	Retirement Watches	Susanna Lea	3/2/2021
2020-086	Cement Slurry and Cementitious Slurry Products	Brandie Bingham	4/29/2021
2020-087	Transportation of Human Remains	Rita Pauley	5/21/2021
2020-089	Aerial Applications of Pesticides to Control Mosquitoes	Gwen Peterson	6/20/2021
2020-091	Semi-Annual Contract for copy Paper, Envelopes, and Other Related Products	Dianna Lee	7/10/2021
2020-092	Windshield and Auto Glass Repair and Replacement	Brandie Bingham	3/16/2021
2020-093	Skid Steer and Compact Track Loaders	Brandie Bingham	4/6/2021
2020-097	Electrical Services	Elizabeth Pietzsch	3/23/2021
2020-098	Truck Mounted Regenerative Air Street Sweepers	Brandie Bingham	6/1/2021
2020-099	Warehouse Boxes and Lids	Susanna Lea	8/21/2021
2020-103	Procurement Card Services	Dianna Lee	8/24/2021
2020-107	Preventive Maintenance on Ice Machines/Dispensers, Walk-IN Coolers, and Walk-IN Freezers	Rita Pauley	9/30/2021
2020-110	Propane Fuel & Repair or Purchase Propane Equipment	Brandie Bingham	6/5/2021
2020-112	Trailer Mounted Chippers	Brandie Bingham	5/4/2021
2020-114	Moving Services	Dianna Lee	9/30/2021
2020-115	Color Production Digital Press and Maintenance	Victor Trejo	5/4/2021

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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2020-119	Locksmith Supplies and Services	Dianna Lee	7/10/2021
2020-123	Heavy Duty Equipment and Truck Parts and supplies	Brandie Bingham	7/27/2021
2020-126	Fitness Classes and Personal Trainer Sessions	Dianna Lee	9/30/2021
2020-128	Fire Suppression Equipment, Inspection, Maintenance, Repair and Purchase	James Bocks	6/10/2021
2020-131	Electrical Power Strips and Power Strip Towers	Rita Pauley	9/16/2021
2020-134	Work Uniforms	James Bocks	7/23/2021
2020-137	Computer Accessories, Peripherals, and Other Miscellaneous Hardware	Gwen Peterson	6/22/2021
2020-140	Pre-Sort Mailing Services	Dianna Lee	10/12/2021
2020-143	C-Cure Access Control System Maintenance, Repair, and Equipment Purchase	Elizabeth Platzsch	7/31/2021
2020-144	Fuel Site Repairs and Service	Brandie Bingham	9/30/2021
2020-145	Janitorial Services	Rita Pauley	9/30/2021
2020-148	Payroll Services for Temporary Labor	Eva Ferguson	6/31/2021
2020-153	Election Equipment Ancillary Components	Gwen Peterson	7/6/2021
2020-154	Tactical Gear	Rita Pauley	1/8/2022
2020-155	Psychological/Psychiatric/Psychosexual Evaluations	Elaine Johnson	8/31/2021
2020-156	Clinical Polygraph Services	Elaine Johnson	8/31/2021
2020-159	Printing and Mailing of Absentee Ballots	Gwen Peterson	7/20/2021
2020-160	Interpretation Services for Deaf and Hearing Impaired	Eva Ferguson	8/31/2021
2020-162	Mall Sorter	Gwen Peterson	7/21/2021
2020-165	Sedans	Brandie Bingham	10/29/2021

MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
 AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2020-166	Short-Term Rental of Cars, Trucks, and Vans	Rita Pauley	9/26/2021
2020-171	Truck and Bus Repairs	Brandie Bingham	9/30/2021
2020-172	Automotive and Light Truck OEM Repair and Services	Brandie Bingham	9/30/2021
2020-175	Temporary General Labor	Eva Ferguson	9/30/2021
2020-174	Police Package Vehicles	Brandie Bingham	12/3/2021
2020-176	Temporary Clerical Personnel	Eva Ferguson	9/30/2021
2020-178	Elevator Maintenance, Repair, & Replacement Parts	Elizabeth Plebsch	9/30/2021
2020-183	Graphic and Photographic Supplies	Victor Trejo	9/17/2021
2020-184	SAP Consultant Services	Gwen Peterson	10/17/2021
2020-191	Hazardous Material Emergency Response Remediation Svcs.	Dianna Lee	12/31/2021
2020-192	Aggregate Road Surface Treatment	Brandie Bingham	9/30/2021
2020-197	Urine, Hair, Foliicle, Nail and Sweat Patch Drug Testing	Victor Trejo	10/19/2021
2020-203	Onsite Language Interpretation Services	Eva Ferguson	9/30/2021
2020-206	Sealing and Work Surfaces for WIC Clinics	Susanna Lea	9/14/2021
2020-209	Air Filters and Filter Replacement Services	James Bocks	10/13/2021
2020-219	HVAC Water Treatment Services and Water Treatment Equipment Repairs	James Bocks	10/30/2021
2020-200	Fence Installation, Demolition, and Repair	James Bocks	10/12/2021
2020-206	Sealing and Work Surfaces for WIC Clinics	Susanna Lea	9/14/2021
2020-209	Air Filters and Filter Replacement Services	James Bocks	10/13/2021
2020-217	Trailer Mounted Wet Jet & Vacuum Excavator	Brandie Bingham	10/19/2021

**MINUTES OF THE COLORADO COUNTY  
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**COOPERATIVE PURCHASING  
AVAILABLE BIDS**

Bid/RFP Number	Title of Bid	Buyer	Expiration Date
2020-219	HVAC Water Treatment Services and Water Treatment Equipment Repairs	James Bocks	10/12/2021
2021-002	Automated Mail Scanning and Check Processing	Chris Lax	12/14/2021
2021-004	Traffic and Crowd Control Equipment	Erick Ware	11/3/2021
2021-006	Inmate Hygiene Supplies	Rita Pauley	11/18/2021
2021-013	Road Flares	Rita Pauley	2/17/2022
2021-014	Power Washing	Rita Pauley	2/4/2022
2021-024	DNA Laboratory Long Term Freezer Storage	Gwen Peterson	12/14/2021
2021-028	Substance Abuse Outpatient Treatment Services	Elaine Johnson	1/31/2022
2021-043	Tactical Gear	Rita Pauley	1/8/2022
2021-044	Copier and Fax Supplies	Brandie Bingham	1/19/2022

**MINUTES OF THE COLORADO COUNTY  
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- \_\_8. Renew contract with Clean Earth that expired February 13, 2021, for the Household Hazardous Waste Collection event. (Kana)**

**Raymie Kana, County Auditor stated that at last meeting this Agenda Item was tabled cause we were waiting for the attorneys to get the agreement together. The attorney said it would be simpler to extend the one that was to expire since the event is in March.**

**Motion by Commissioner Gertson to approve to extend contract with Clean Earth that expired February 13, 2021, for the Household Hazardous Waste Collection event; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_\_9. Determine essential employees during the record winter storm of February 15–19, 2021 and compensation of essential employees who worked during the county closure. (Kana)**

**Raymie Kana, County Auditor stated that she has been contacted by some employees asking if they are going to get compensated, so that is why I am asking for clarification.**

**Discussion by the Court; each Commissioner stated what their workers did during this event. It was decided for the Auditor to follow guidelines that were drawn up after Harvey. EMS and Sheriff Department personnel will be paid their regular wages. Maintenance and Precinct workers that were called in to work will be paid according to the Emergency Closing guidelines.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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**EMERGENCY CLOSING**

1. It may become necessary to close the County Offices including Road & Bridge Departments due to inclement weather, ice/snow, flooding, building conditions, communicable disease control, or health risks. If this occurs, the County Judge will have the authority to decide whether to OFFICIALLY close the County Offices including Road & Bridge Departments and for the employees to receive pay for this. The Sheriff will have the authority to close County facilities in case of a security threat.
2. EMS, Jail, and Sheriff Department personnel are continuously operating public safety and will be paid their regular wage during the emergency closure.
3. In the event that an emergency closing is ordered by the County Judge, regular full-time employees may be granted Administrative Leave up to 15 days. This time off is not considered time worked and will not be used to determine eligibility for overtime.
4. Any employee who is off or scheduled to be off on sick leave, vacation, holiday, compensatory time, FMLA or leave without pay during a period of emergency closure shall have their leave recorded as such.
5. Any essential employee who fails to report to work as scheduled during an emergency closing shall use vacation, compensatory time or time off without pay, at the discretion of the department head.
6. An elected official may choose to close his or her office at any time; however, until the County Judge has officially closed the County Offices including Road & Bridge Departments, employees shall use accrued leave (vacation, compensatory time) or time without pay.
7. Whenever there is an official emergency closure, all who are called in to work will be compensated at one and one half times their hourly rate. Essential personnel may include any personnel designated by the County Judge or department heads.
8. Exempt employees do not earn overtime pay, except in cases of emergencies or disaster as declared by County, State or Federal governments. When a State of Emergency or Disaster is declared, exempt employees overtime for services rendered for Colorado County related to the declared emergency will be compensated in like manner as a non-exempt employee.
9. Emergency Administrative Leave up to 15 days with pay for those employees who are sent home by their elected official to insure the safety, welfare, and health of the employee.



**MINUTES OF THE COLORADO COUNTY  
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- \_10. Allowing the County's attorneys to pursue litigation against the responsible parties and suppliers who delivered or contracted to store or take their chemicals and cuttings to the Inland Environmental site in violation of Federal and/or State rules, regulations or laws. (Prause)

**Motion by Commissioner Gertson to approve allowing the County's attorneys to pursue litigation against the responsible parties and suppliers who delivered or contracted to store or take their chemicals and cuttings to the Inland Environmental site in violation of Federal and/or State rules, regulations or laws; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_11. Consent Items:  
a. Certificate of Liability Insurance posted by Mercer Construction Company (2/1/2021– 2/1/2022).

**Motion by Commissioner Neuendorff to approve Consent Item as presented; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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FEB 10 2021



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/1/2021

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 & McLennan Agency LLC 2500 City West Blvd., Suite 2400 Houston TX 77042	<b>CONTACT NAME:</b> Laura Oliver	
	<b>PHONE (A/C, No, Ext):</b> 713-780-6138	<b>FAX (A/C, No):</b> 212-948-6342
<b>E-MAIL ADDRESS:</b> laura.oliver@marshmma.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
INSURER A: BITCO General Insurance Corporation		20095
INSURER B: Texas Mutual Insurance Company		22945
INSURER C: BITCO National Insurance Company		20109
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**  
 Mercer Construction Company  
 PO Box 888  
 Edna TX 77957-0888

MERCE-3

**COVERAGES**      **CERTIFICATE NUMBER: 763595853**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CLP3702539	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	CAP3702537	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP2820052	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	0001300607	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater	Y	Y	CLP3702538	2/1/2021	2/1/2022	Leased/Rented EQ \$351,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement (ongoing and completed operations) that provides additional insured status to the certificate holder only when there is an executed written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is an executed written contract between the named insured and the certificate holder that requires it. The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording. The Umbrella is follow form of underlying Automobile, Employers Liability & General Liability (Excluding Limited Pollution "Work Sites")

<b>CERTIFICATE HOLDER</b>  Colorado County P. O. Box 236 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  Brett Herrington

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

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

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

**(See Attachment)**





















**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

**\_13. Announcements (without discussion and no action) by elected officials/department heads.**

**Michael Furrh, EMS Director from Lavaca County was present to let people know Lavaca County as well as Colorado County are trying to get their sub hubs up and going and should be administering vaccines soon.**

**Judge Prause reported that we got notified last Friday of delivery of (500) vaccines that must be administered within five to seven days after they arrive, so to put together a plan, a place to give them and a registration system within 24 to 48 hours is nearly impossible. There will be one day at the Colorado County Fairgrounds and one day at the KC Hall at Hallettsville.**

**No thanks to AEP who left (2) hospitals, (3) nursing homes and the Challenge Academy with zero power for two days, with old people keeping warm with blankets that we took heaters to. The law states these facilities have priority and it took a Federal Congressman from Eagle Lake to get the power back on.**

**Chuck Rogers, Emergency Management Coordinator reported on water outages shutting down all surgeries at the Columbus Hospital. Received flights from Blackhawk helicopters coming in to deliver pallets of water. Thanks to Joshua and Justin for their help in unloading a truckload of water. Also, Garwood Water System is down. Radio tower damage interfered with our radio usage.**

**Also, a big thanks to Pastor Kethan and the others that went out to help people without water.**

**Commissioner Gertson thanked Judge Prause and Chuck Rogers for everything they did during this winter storm disaster.**

**Commissioner Neuendorff wanted to thank the residents of Colorado County for lending a hand and helping one another, I commend them for that.**

**Commissioner Kubesch reported he heard from TAC twelve days after contacting them regarding the CTCL money, why wouldn't it screened, there response was they just didn't have enough time.**

**Commissioner Wessels thanked the Judge, Chuck, Chad, dispatchers, EMS and Precincts for getting us through this and hope it doesn't happen again.**

**MINUTES OF THE COLORADO COUNTY  
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FEBRUARY 22, 2021**

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

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

\_15. Adjourn.

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

**An audio recording of this meeting of February 22, 2021 is available in the County Clerk's Office.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
FEBRUARY 22, 2021**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 22<sup>nd</sup> day of February 2021 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 22<sup>nd</sup> day of February 2021.

Given under my hand and official seal of office this date February 22, 2021.

