

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: August 23, 2021 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943>. Public comment must be made in person at the meetings but for those individuals who wish to watch or listen remotely, please join the Zoom meeting referenced above.

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

**On this the 23rd day August 2021, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

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

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

**County Judge Ty Prause called the meeting to order at 9:01 A.M., followed by Pledges to the United States Flag and Texas Flag.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 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  
AUGUST 23, 2021**

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

FILED FOR RECORD  
COLORADO COUNTY, TX

2021 AUG 19 PM 3:48

KIMBERLY MENNEN  
COUNTY CLERK

DATE OF MEETING: August 23, 2021 – 9:00 A.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. Proclamation designating September 9-11, 2021 as Colorado County Fair Days.
4. Request by Columbus Chamber of Commerce to use courthouse grounds for the Ladies Night Out event to be held on December 2, 2021. (Wessels)
5. Order of Election for the Constitutional Amendment Special Election for November 2, 2021. (LaCourse)
6. Approve the consolidation of precincts for the Constitutional Amendment Special Election for November 2, 2021. (LaCourse)
7. Appointment of Election Officials for the Constitutional Amendment Special Election for November 2, 2021. (LaCourse)
8. Consider and adopt an order requiring: (1) criminal background checks for election judges and clerks; and (2) training requirements for election judges and clerks. (LaCourse)
9. Review and adopt revisions to the Written Information Security Plan (WISP). (LaCourse)
10. Application submitted by Steven Speyrer to install an 8-inch water line upon and along right-of-way of County Road 253. (Kubesch)
11. Set public hearing to consider changing the existing Yield sign to a Stop sign at the intersection of Schobel Road and Brunessmill Road, Pct. 3. (Neuendorff)
12. Set Sheriff's and Constables' Fees effective January 1, 2022 and ending December 31, 2022.
13. SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2022 for the VINE (Victim Information and Notification Everyday) Program. (Kana)
14. FY 2022 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Kana)
15. Establish Payroll Schedule for 2022. (Kana)
16. Request to review the American Rescue Plan Act that is now law and how it came about. (Kubesch)
17. Consent Items:
  - a. Certificates of Completion for Rebecka LaCourse and Darilyn Henderson for Cybersecurity Awareness Training Program in accordance with HB 3834.

**MINUTES OF THE COLORADO COUNTY  
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- b. Order Appointing Assistant County Auditors, and Fixing Salary of the County Auditor, and Assistant County Auditors.
  - c. Orders Appointing Official Court Reporter and Fixing Salary for the 25<sup>th</sup> and 2<sup>nd</sup> 25<sup>th</sup> Judicial District.
  - d. Certificate of Liability Insurance posted by:
    - 1. Supak Construction, Inc. (6/12/2021-6/12/2022).
    - 2. Viper Oil & Gas a Division of Viper S.W.D., LLC (8/1/2021-8/1/2022).
- \_18. Examine and approve all accounts payable and budget amendments.
- \_19. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- \_20. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_21. Adjourn.

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

**MINUTES OF THE COLORADO COUNTY  
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  2. Public comments.

**Judge Prause stated there were (2) Public Comment Rules Forms completed:  
Debbie Damon, Agenda Item #2 and Billy Kahn and Janet Hollmann, Agenda  
Item #4.**

**Debbie Damon read from letter she presented to the Court regarding Endeavors  
Illegal Immigrant Housing Project.**

**Billy Kahn, Columbus Chamber of Commerce Director spoke regarding upcoming  
Lady's Night Out, request the use of Courthouse grounds, nothing will be inside  
the Chamber Building due to elevator not working properly.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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Colorado County Commissioners' Court

Public Comment Rules

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

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

Public Participation Form

Name (please print) Debbie Daman

Which agenda item do you wish to address? #2

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

Debbie Daman  
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  
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**COLORADO COUNTY COMMISSIONERS COURT MEETING**

**AUGUST 23, 2021**

**PRESENTED BY DEBBIE DAMON**

COMMUNICATION WITHIN COLORADO COUNTY IS SO IMPORTANT WHEN IT COMES TO EDUCATING RESIDENTS OF THE COMINGS AND GOING IN THEIR COMMUNITY. MANY DO NOT SUBSCRIBE TO THE LOCAL NEWSPAPERS, LISTEN TO THE LOCAL RADIO STATION AND/OR ATTEND COMMISSIONER COURT MEETINGS AD CITY COUNCIL MEETINGS. I TOOK IT UPON MYSELF TO SEND OUT AN EBLAST TO MY THOUSANDS OF CUSTOMERS. IT HAS BEEN OVERWHELMING AT THE RESPONSE. 2 WEEKS AGO THERE WERE 105 SIGNATURES 'AGAINST' THE ENDEAVORS PROJECT AND 2 'FOR'. AS OF FRIDAY WE HAVE NOW OVER 200 SIGNATURES 'AGAINST' AND MY EMAIL IS FULL AND YET TO BE ACCOUNTED. FOR THOSE SENDING EMAILS I AM MAKING COPIES FOR THE RECORD.

I WOULD LIKE TO SUGGEST THAT THE COURT SUBMIT A LETTER TO ENDEAVORS/FAMILY ENDEAVORS TO ANSWER A LIST OF INTERROGATORIES GIVING THEM 2 WEEKS TO RESPOND. IF THEY DO NOT RESPONDE SEND SECOND LETTER. AFTER THAT TIME REQUEST A VOTE BY THE COURT TO ONCE AGAIN DENYING THE ACTIONS OF ENDEAVORS.

**ENDEAVORS ILLEGAL IMMIGRANT HOUSING PROJECT**

**EAGLE LAKE, TEXAS**

**INTERROGATORIES PRESENTED TO ENDEAVORS/FAMILY ENDEAVORS**

1. WHO AND HOW ARE THESE MALES CHOSEN?
2. HAVE THEY BEEN VACCINATED/VETTED?
3. DO THEY HAVE ANY KIND OF CRIINAL RECORD FROM THEIR HOME COUNTRY?
4. HOW LONG WILL THEY STAY?
5. WHAT WILL THEY BE TAUGHT?
6. WILL THEY BE GIVEN GREEN CARDDS, CITIZENSHIP, ETC.
7. IS THERE A DESIGNATURED DESTINATION FOR THEM ONCE THEY ARE NO LONGER HOUSED AT THE FACILITY?
8. WILL THEY INTERACT WITH THE COMMUNITY WHILE HOUSED?
9. WILL THE COMMUNITY BE INFORMED WHEN AND WHERE THEY ARE RELEASED?
10. EXPLAIN 'SECURITY' SURROUNDING THE PERIMETER OF THE FACILITY.
11. WILL THEY BE ALLOWED TO LEAVE THE PROPERTY?
12. HOW LONG WILL THESE ILLEGALS BE HOUSED AT THE FACILITY?
13. FROST BANK \$2.1M? WHAT MONIES WERE USED TO SECURE THIS LOAN? WAS THESE A FULL BUILDING INSPECTION DONE ON THE BUILDING AS PART OF THE LOAN APPROVAL PROCESS?
14. ANKLE MONITORS ENFORCED?
15. WHY HAVE THE OFFICERS OF ENDEAVORS/FAMILY ENDEAVORS DECLINED FROM ADDRESSING THE COLORADO COUNTY COMMISSIONERS COURT AND THE CITIZENS OF COLORADO COUNTY?
16. HEALTH AND PRESCRIPTIONS DISTRIBUTION? WHO APPROVES. THESE ARE MINORS?

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

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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) Billy Kaha / Janet Hollmann

Which agenda item do you wish to address? 4

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

Billy Kaha  
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  
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\_\_3. Proclamation designating September 9-11, 2021 as Colorado County Fair Days.

**Motion by Judge Prause to approve Proclamation designating September 9-11, 2021 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  
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PROCLAMATION

WHEREAS, the Colorado County Fair is celebrating its 43<sup>rd</sup> Anniversary beginning Thursday, September 9<sup>th</sup> and ending Saturday, September 11<sup>th</sup>, 2021 at the Colorado County Fair Ag Complex in Columbus, Texas; and

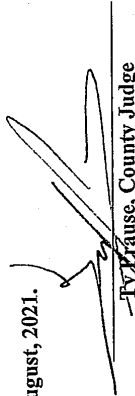
WHEREAS, the Colorado County Fair Board and its volunteers and participants, along with the Commissioners Court of Colorado County, invite you to visit the Fair Ag Complex, enjoy the parade, rodeo, entertainment, and the educational opportunities for our youth, as well as our Seniors; and

WHEREAS, this 43<sup>rd</sup> Annual Celebration will be highlighted by talented entertainers, a fabulous market place, livestock show and sale, carnival, food trucks, and much, much more; and

WHEREAS, to commemorate and remember the 20<sup>th</sup> Anniversary of September 11<sup>th</sup> the American Veterans Traveling Tribute will be on display at the fairgrounds. The Colorado County Fair invites you to visit the American Veterans Traveling Tribute to honor, respect and remember our fallen heroes from World War I through present day.

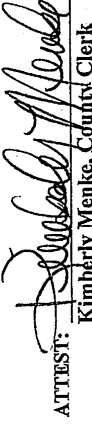
THEREFORE, BE IT RESOLVED: That the Colorado County Commissioners Court hereby proclaims September 9<sup>th</sup> through September 11<sup>th</sup>, 2021 as "Colorado County Fair Days" in this County and encourages all Citizens to take part in these festivities at the Colorado County Fair Ag Complex.

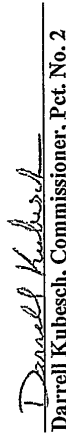
SIGNED this the 23<sup>rd</sup> day of August, 2021.

  
Ty Hause, County Judge

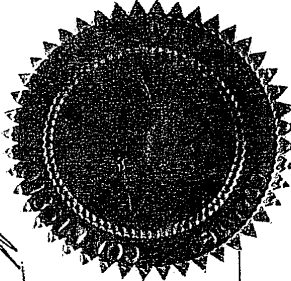
  
Doug Wessels, Commissioner, Pct. No. 1

  
Keith Neuendorff, 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**

**AUGUST 23, 2021**

- \_\_4. Request by Columbus Chamber of Commerce to use courthouse grounds for the Ladies Night Out event to be held on December 2, 2021. (Wessels)

**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 2, 2021; 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  
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COLORADO COUNTY COURTHOUSE GROUNDS

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 Ladies Night Out 2021
2. Courthouse area requested (circle one) Sidewalks/Driveway  Grounds (see maps)  
West side only
3. Date and Time requested: Thursday, December 2, 2021  
9am
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
7. Address: 425 Spring St.
8. Phone No: 979-732-8385 Cell No: 732-1352 Fax No: n/a
9. Email Address: assist@columbus.texas.org
11. Purpose of Event. Attach additional page if necessary.  
Annual Ladies Night Out  
Shopping Event
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
13. Time schedule for program. Please be specific and provide copy or draft program.  
Set Up Time 9:00am Start Time 3 pm End Time 9-9:30pm
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. will use the hubs already installed
16. Number of persons expected to attend 1,000-1500 (Participants) & 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.

Janet Hallmann  
Authorized signature of representative for event

8-2-2021  
Date

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

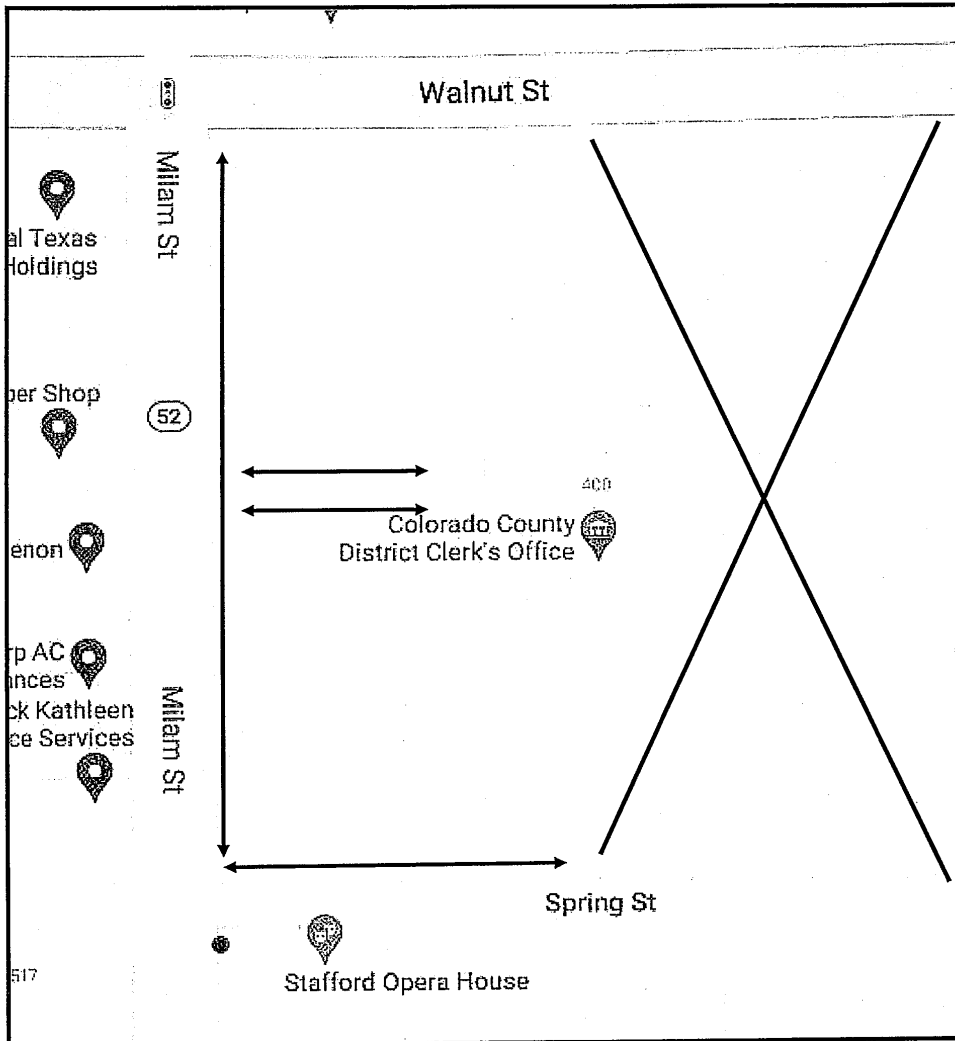
\_\_\_\_\_  
Date

\$ \_\_\_\_\_  
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  
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We will only be using the areas along the sidewalks indicated above by the red arrows.

MINUTES OF THE COLORADO COUNTY  
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AUGUST 23, 2021



*Colorado County, Texas*

**DOUG WESSELS**  
**Commissioner, Precinct No. 1**  
(979) 234-2071

August 23, 2021

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 2, 2021. 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, appearing to read "Doug Wessels", with a long horizontal flourish extending to the right.

Doug Wessels  
County Commissioner, Precinct No. 1

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_\_5. Order of Election for the Constitutional Amendment Special Election for November 2, 2021.  
(LaCourse)

**Motion by Commissioner Wessels to approve Order of Election for the Constitutional  
Amendment Special Election for November 2, 2021; 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 23, 2021

AW1-5  
Prescribed by Secretary of State  
Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code  
3/2007

ORDER OF SPECIAL ELECTION  
(For Governor-ordered or County-ordered measure elections)  
(ORDEN DE ELECCION ESPECIAL)  
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on November 02, 2021 for the purpose of adopting or rejecting the proposed Constitutional Amendments as submitted by the 86th Legislature, Regular Session, of the State of Texas.

(Por la presente se ordena que se llevará a cabo una elección el November 02, 2021 (fecha) adoptar o rechazar las enmiendas a la constitución propuestas tal como fueron presentadas por la 86ª Legislatura Sesión Regular del Estado de Texas.

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 between the hours of 7:30 a.m. and 5:30 p.m. beginning on October 18, 2021 and ending on October 29, 2021.  
(entre las 7:30 de la mañana y las 5:30 de la tarde empezando el 18 de octubre de 2021 y terminando el 1 de octubre de 2021).

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para balotas de votación adelantada por correo deberán enviarse a:)

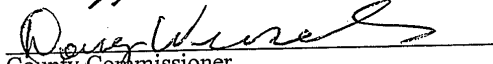
Rebecka LaCourse, Colorado County Election Administrator (Nombre del Secretario de la Votación Adelantada)  
318 Spring Street, Suite 101 (Dirección)  
Columbus, Texas 78934 (Ciudad) (Código Postal)

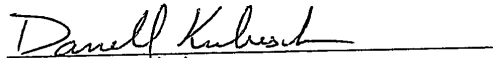
Applications for ballots by mail must be received no later than the close of business on October 22, 2021.  
(Las solicitudes para balotas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 22 de Octubre, 2021)

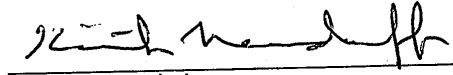
Issued this the 23<sup>rd</sup> day of Aug, 2021.

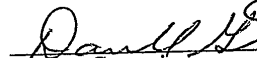
(Emitida este día \_\_\_\_\_ de \_\_\_\_\_, 20\_\_\_\_.)

Signature of County Judge  
(Firma del Jefe del Condado)

  
County Commissioner  
Comisionado del Condado

  
County Commissioner  
Comisionado del Condado

  
County Commissioner  
Comisionado del Condado

  
County Commissioner  
Comisionado del Condado

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

**PROCLAMATION**  
BY THE  
**Governor of the State of Texas**

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, the 87th Regular Session of the Texas Legislature convened in January of 2021 in accordance with Article III, Section 5 of the Texas Constitution and Section 301.001 of the Texas Government Code; and

WHEREAS, during that session, the Legislature approved eight joint resolutions proposing eight particular constitutional amendments by a vote of two-thirds of all the members of each house, pursuant to Article XVII, Section 1 of the Texas Constitution; and

WHEREAS, pursuant to the terms of those resolutions and in accordance with the Texas Constitution, the Legislature has set the date of the election for voting on the eight proposed constitutional amendments to be November 2, 2021; and

WHEREAS, Section 3.003 of the Texas Election Code requires the election to be ordered by proclamation of the governor;

NOW, THEREFORE, I, GREG ABBOTT, Governor of the State of Texas, by the authority vested in me by the Constitution and Statutes of the State of Texas, do hereby order a special election to be held throughout the State of Texas on the FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER, the same being the SECOND day of NOVEMBER, 2021; and

NOTICE THEREOF IS HEREBY GIVEN to the COUNTY JUDGE of each county, who is directed to cause said election to be held in the county on such date for the purpose of adopting or rejecting the eight constitutional amendments proposed by eight joint resolutions, as submitted by the 87th Texas Legislature, Regular Session, of the State of Texas.

Pursuant to Sections 52.095, 274.001, and 274.002 of the Texas Election Code, the propositions for the joint resolutions will appear as follows:

STATE OF TEXAS PROPOSITION 1

"The constitutional amendment authorizing the professional sports team charitable foundations of organizations sanctioned by the Professional Rodeo Cowboys Association or the Women's Professional Rodeo Association to conduct charitable raffles at rodeo venues."

STATE OF TEXAS PROPOSITION 2

"The constitutional amendment authorizing a county to finance the development or redevelopment of transportation or infrastructure in unproductive, underdeveloped, or blighted areas in the county."

STATE OF TEXAS PROPOSITION 3

"The constitutional amendment to prohibit this state or a political subdivision of this state from prohibiting or limiting religious services of religious organizations."

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
12:30 PM O'CLOCK

AUG 13 2021

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

Governor Greg Abbott  
August 13, 2021

Proclamation  
Page 2

STATE OF TEXAS PROPOSITION 4

"The constitutional amendment changing the eligibility requirements for a justice of the supreme court, a judge of the court of criminal appeals, a justice of a court of appeals, and a district judge."

STATE OF TEXAS PROPOSITION 5

"The constitutional amendment providing additional powers to the State Commission on Judicial Conduct with respect to candidates for judicial office."

STATE OF TEXAS PROPOSITION 6

"The constitutional amendment establishing a right for residents of certain facilities to designate an essential caregiver for in-person visitation."

STATE OF TEXAS PROPOSITION 7

"The constitutional amendment to allow the surviving spouse of a person who is disabled to receive a limitation on the school district ad valorem taxes on the spouse's residence homestead if the spouse is 55 years of age or older at the time of the person's death."

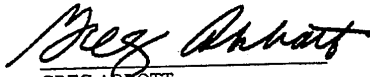
STATE OF TEXAS PROPOSITION 8

"The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a member of the armed services of the United States who is killed or fatally injured in the line of duty."


The secretary of state shall take notice of this proclamation and shall immediately mail a copy of this order to every county judge of this state, and all appropriate writs will be issued, and all proper proceedings will be followed, to the end that said election may be held and its result proclaimed in accordance with law.



IN TESTIMONY WHEREOF, I  
have hereto signed my name and  
have officially caused the Seal of  
State to be affixed at my office in  
the City of Austin, Texas, this the  
13th day of August, 2021.

  
GREG ABBOTT  
Governor of Texas

ATTESTED BY:

  
JOE A. ESPARZA  
Deputy Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
12:30 PM O'CLOCK

AUG 13 2021

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_\_6. Approve the consolidation of precincts for the Constitutional Amendment Special Election for November 2, 2021. (LaCourse)

**Motion by Commissioner Wessels to approve the consolidation of precincts for the Constitutional Amendment Special Election for November 2, 2021; 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 23, 2021

**Constitutional Amendment Election  
November 02, 2021**

---

**Early Voting:** Colorado County Annex  
318 Spring Street, Suite 101  
Columbus, TX 78934

**Hours:** 7:30 a.m. till 5:30 p.m. *Monday - Friday*

**First Day of Early Voting:** Monday, October 18<sup>th</sup>

**Last Day of Early Voting:** Friday, October 29<sup>th</sup>

*To request ballot by mail application call Colorado County Election Administrator  
Office, 979-732-6860 or email elections@co.colorado.tx.us*

---

**Election Day:** Tuesday, November 02, 2021      **Hours:** 7:00 a.m. till 7:00 p.m.

The precincts will be consolidated for this election. The following are the locations that will be used on Election Day.

Voting Locations

---

Precinct 101	Colorado County Services Facility
Precinct 102	305 Radio Lane
Precinct 103	Columbus, Texas

---

Precinct 201	Weimar City Hall
Precinct 202	106 E. Main
	Weimar, Texas

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Precinct 302	Agriculture Building
Precinct 303	316 Spring Street
Precinct 304	Columbus, Texas
Precinct 305	

---

Precinct 401	Eagle Lake Community Center
Precinct 402	100 N. Walnut
	Eagle Lake, Texas

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

**AUGUST 23, 2021**

- \_\_\_7. Appointment of Election Officials for the Constitutional Amendment Special Election for November 2, 2021. (LaCourse)

**Motion by Judge Prause to approve the appointment of Election Officials for the Constitutional Amendment Special Election for November 2, 2021; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.  
(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021



Colorado County Elections  
Rebecka LaCourse Elections  
Administrator

Colorado County Commissioners Court  
400 Spring Street  
Columbus, TX 78934

I, Rebecka LaCourse, Election Administrator of the Colorado County, in accordance with the Texas Election Code, Sections 32.002, 85.009, 87.002 – 87.003, and 127.002-127.003, hereby submit the following names as election officials for the November 02, 2021, Constitutional Amendment Election. All these individuals meet eligibility requirements and are willing to serve in the designated capacities. Colorado County Party Chairs, as well as training records, were consulted to compile qualified election officials.

**Central Counting Station Presiding Judges**

Don Clark (NP)  
Randy Wendt (R)

**Central Counting Station Tabulation Supervisor**

Rebecka LaCourse, Election Administrator

**Central County Station Assistant Tabulation Supervisor and Manager**

Darilyn Henderson, Deputy

**Central County Station Clerks**

Kathleen Townsend (R)  
Evelyn Orange (R)  
\_\_\_\_\_ (S)

**Partial Manual Count**

Gaynelle Stein (D)  
Kathie Ridlen (R)

**Resolution Board**

Sherise Lefferd (D)  
Vickie Kelley (R)

**Canvas Audit**

Regina Wicke (NP)  
Cynthia Penney (R)

**Early Voting Ballot Board**

Lurlyn Nesiner – Presiding Judge (R)  
Brenda Buhler (R)  
Wayne Hennkes (NP)

**Security/Licensed Peace Officer (Central Count)**

Donnie Templeton

NP – Non-Partisan, R – Republican, D – Democrat, S - Student

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021



Colorado County Elections  
Rebecka LaCourse Elections  
Administrator

**Consolidated Election**

Precinct 1

Judge Raymie Kana (R)  
Alt Judge Laura Dorsey (D)  
Clerk: Sean Korell (S)

Precinct 2

Vickie Lewis (R)  
Mary Ann Peach (D)  
Clerk: \_\_\_\_\_ (S)

Precinct 3

Kathy Fleming (R)  
Claire Lewis (D)  
Clerk: Madison Daniel (S)

Precinct 4

Betsy Glaiser (R)  
Sandra Dawson (NP)  
Clerk: \_\_\_\_\_ (S)

**Early Voting**

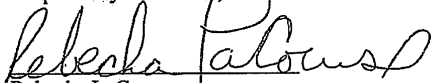
Wanda Webb  
Mary Jane Poenitzsch

**Substitutes:**

David Gohlke (any position) (R)  
Laura Kulhanek (any position) (R)  
Jackie Valenta (not a Judge) (NP)  
Susanne Mazac (EVBB or CCS) (R)  
Carol Braden (EVBB or CCS) (R)  
Gloria McCain (NP)  
Colete Dubin (R)  
Terry Braun (R)

Writ of election, which is notice to the judge of his/her duty to hold the election on November 2, 2021.  
The writ will be mailed upon appointment of office by Commissioner's Court ( no later than Monday,  
October 18, 2021).

Respectfully Submitted,

  
Rebecka LaCourse

NP – Non-Partisan, R – Republican, D – Democrat, S - Student



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_\_8. Consider and adopt an order requiring: (1) criminal background checks for election judges and clerks; and (2) training requirements for election judges and clerks. (LaCourse)

**Motion by Judge Prause to approve to adopt order requiring: (1) criminal background checks for election judges and clerks; and (2) training requirements for election judges and clerks; 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 23, 2021**

**Order Requiring Criminal Background Checks  
For Colorado County Election Officials**

WHEREAS, TEX. ELEC. CODE §32.051(a)(2) authorizes the Colorado County Commissioners Court to provide additional eligibility requirements to serve as an election official for Colorado County.

WHEREAS, standardized training in in election law and procedure for election judges and clerks is necessary to the integrity and security of the election process. TEX. ELEC. CODE §32.111.

WHEREAS, a person that has been finally convicted of an offense in connection with conduct directly attributable to an election is prohibited from serving as an election judge or clerk. TEX. ELEC. CODE §32.0552

WHEREAS, conducting criminal background checks on individuals who intend to work or volunteer as election officials is necessary to the integrity and security of the election process.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF COLORADO COUNTY THAT:

1. This order is applicable to all individuals that will serve as an election official in Colorado County including
  - a. Judge
  - b. Clerk
  - c. Early Voting Ballot Board
  - d. Central Count station
  - e. Or any volunteer in the election capacity
2. A criminal background check is required for all election officials, staff and temporary workers who are engaged in pre-election programming, testing, and preparing of the voting system equipment for Early Voting and Election Day. Tex. Elec. Code §129.051(g)
3. The Elections Administrator shall provide one or more training sessions using the standardized training program and materials developed and provided by the Secretary of State for election judges and clerks. Election judges shall complete the entire training program. Election clerks shall complete the part of the training program relating to the acceptance and handling of the identification presented by a voter to an election officer under Section 63.001.
  - a. Training will be provided as follows:
    - i. Colorado County will offer State required training within 90 days of any given election.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

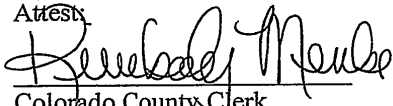
AUGUST 23, 2021

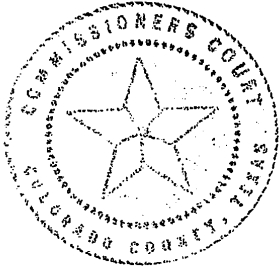
- ii. Colorado County will offer additional training within 90 days of any given election including security training.
- iii. The Secretary of State On-Line training certificate must be turned into the Election Administrator if required training is completed in said manner.

Passed and approved this 23<sup>rd</sup> day of Aug., 2021.

  
Ty Prause, County Judge

Attest

  
Kimberly Meulke  
Colorado County Clerk



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

  9. Review and adopt revisions to the Written Information Security Plan (WISP). (LaCourse)

**Motion by Commissioner Gertson to approve to adopt revisions to the Written Information Security Plan (WISP); seconded by Commissioner Neuendorff;  
5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

# INCIDENT RESPONSE PLAN



TEXAS SECRETARY OF STATE  
**ELECTIONS DIVISION**

[www.sos.texas.gov](http://www.sos.texas.gov) \* [www.votetexas.gov](http://www.votetexas.gov)

1.800.252.8683

(Last Revised: July 2021)

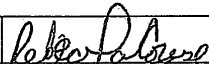
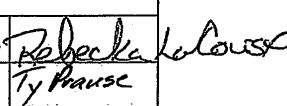
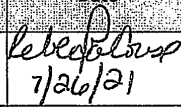
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

**DOCUMENT MANAGEMENT**

The Election Incident Response Plan must be reviewed at least once per year. It must be reviewed and updated more frequently when state or federal legislation mandates new election security requirements, new cyber threats require plan changes or needed improvements emerge from practice incident response drills as part of Table-Top exercises.

Maintain a record of all plan reviews in the Plan Review Log to validate that the Election Incident Response Plan is updated once per year and to track significant revisions. Record all review dates. If major revisions are made during the review, please describe the changes. If changes are not made during a review, note that no changes were made.

**PLAN REVIEW LOG**

ORIGINAL EFFECTIVE DATE <Date>						
Drafted By		Rebecka LaCourse, Election Administrator		Signature		
Approved By		Colorado County Commissioner's Court		Signature		
REVIEW AND REVISION LOG						
REVIEW SCHEDULE		General Election Years: December after elections		Legislative Session Years: July after SOS Law Conference		After an incident or practice drill
Review Date	Revision Date	Revision Description	Drafted By: Name, Title	Signature, Date	Approved By: Name, Title	Signature, Date
07/20/21	07/26/21	Add FBI Contact	Rebecka LaCourse, EA	 7/26/21		

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

APPENDIX B: INCIDENT NOTIFICATION PRIORITY CONTACT LIST					
Organization	Name	Title	Phone	Email	When to Contact and Why
Office of the Texas Secretary of State (SOS)	Keith Ingram	Director of Elections	512-463-5650	elections@sos.texas.gov	IMMEDIATELY after a valid incident is confirmed in order to engage in coordinated response
Texas Department of Information Resources (DIR)			512-475-4700	Security-alerts@dir.texas.gov	After valid incident is confirmed for assistance with technical aspects of response
Cybersecurity Service Provider	Texas Association of Counties Risk Management Pool		1-855-472-5246		After valid incident facts are collected and confirmed if there was any cost associated breach.
Law Enforcement	R.H. Curly Wied	Sheriff	979-732-2388		After valid incident facts are collected and confirmed and at the recommendation of legal counsel.
Legal Counsel	Jay Johannes	County Attorney	979-732-8203	Jay.johannes@co.colorado.tx.us	IMMEDIATELY after a valid incident is confirmed in order to engage in coordinated response
Government Officials	Ty Prause	County Judge	979-484-9600	Ty.prause@co.colroado.tx.us	IMMEDIATELY after a valid incident is confirmed in order to engage in coordinated response

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

FBI - Houston Division	SA Mathew Brock		713-936-7224/713-993-5000/281-389-3516 C		After valid incident facts are collected and confirmed if there was any cost associated breach.
EI ISAC/MS ISAC			1-866-787-4722	soc@cisecurity.org	After incident facts have been collected to share information that helps other agencies guard against similar attacks.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

APPENDIX C: INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES		
IR TEAM ROLE	RESPONSIBILITIES	PERSON ASSIGNED
INCIDENT HANDLERS  IT STAFF	<ul style="list-style-type: none"> <li>• Provide technical expertise as needed</li> <li>• Serve in an on-call, 24/7 capacity in the event of an incident</li> <li>• Provide documentation as requested concerning the technical nature of the incident</li> <li>• Document activities in an Incident Handler's Log and Report</li> </ul>	Name: Charles "Chip" Schneider Title: County IT Phone: (979) 500-4500 Email: <a href="mailto:it@co.colorado.tx.us">it@co.colorado.tx.us</a> Date Assigned:

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

## CONTINUITY OF RESPONSE PLAN



TEXAS SECRETARY OF STATE

**ELECTIONS DIVISION**

[www.sos.texas.gov](http://www.sos.texas.gov) \* [www.votetexas.gov](http://www.votetexas.gov)

1.800.252.8683

(Last Revised: July 2021)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

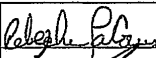

**PLAN**

**DOCUMENT MANAGEMENT**

The Continuity of Operations Plan (COOP) must be reviewed at least once per year or more frequently if state or federal legislation mandates new election security requirements, new cyber threats emerge, or organizational changes require plan updates between yearly reviews.

Maintain a record of all plan reviews in the Plan Review Log to validate that the COOP is updated once per year and to track significant revisions. Record all review dates. If major revisions are made during the review, please describe the changes. If changes are not made during a review, note that no changes were made.

**PLAN REVIEW LOG**

<b>PLAN ADOPTED DATE</b>						
<b>Drafted By</b>		Rebecka LaCourse, Elections Administrator		<b>Signature</b>		
<b>Approved By</b>		Colorado County Commissioners Court		<b>Signature</b>		
<b>REVIEW AND REVISION LOG</b>						
<b>REVIEW SCHEDULE</b>						
General Election Years: December after elections				Legislative Session Years: July after SOS Law Conference		
Review Date	If Revised, Revision Date	Revision Description (Or Specify 'No')	Drafted By: Name, Title	Signature, Date	Approved By: Name, Title	Signature, Date

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

		Revisions* If None Made)				
07/22/21	07/26/21	Add Emergency Polling Location	Rebecka LaCourse, EA			

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

**APPENDIX E: ALTERNATE UTILITIES AND FACILITIES PLAN**

If a building is rendered unusable due to a power failure or disaster event, the following table describes the planned steps for a temporary solution or where to relocate to in order to keep operations running.

ISSUE	SOLUTION	CONTACT	WHO IS RESPONSIBLE FOR TAKING ACTION				
			ESTIMATED COSTS	PRIMARY	MOBILE #	NEXT-IN-LINE DESIGNEE	MOBILE #
Electricity Outages	Generators	Office of Emergency Management		Chuck Rogers		Chad Gimdt	
Annex/Early Voting (318 Spring St) Location is unusable	Move Early Voting to the Masonic Lodge (1216 Milam Street Columbus, Texas)	Tom Fleming 979-732-4107	\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

Polling Location Pct 101 (Colorado County Services Facility)	Move to KC Hall (I-10 West 693)			Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Polling Location Pct 102 (Full Gospel Church-Fellowship Hall, Rock Island)	Move to Pct 103 (St. Mary's Catholic Church, Nada) – not a consolidated election; just utilizing same facility		\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Polling Location Pct. 103 (St. Mary's Catholic Church, Nada)	Move to Pct 102 (Rock Island)– not a consolidated election; just utilizing same facility		\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

Polling Location Pct 201 (Weimar City Hall)	Move to Weimar Community Center	Dolores Stoever City Secretary City of Weimar 979-725-8554 979-725-8488 (fax) Email: citysec@weimartexas.org	\$0	Rebecka LaCourse	979-733-4870	Darlyn Henderson
Polling Location 202 (Sheridan Community Center)	Move to Pct 201 (Weimar)- not a consolidated election; just utilizing same facility	Dolores Stoever City Secretary City of Weimar 979-725-8554 979-725-	\$0	Rebecka LaCourse	979-733-4870	Darlyn Henderson 979-232-0600

CONTINUITY OF OPERATIONS PLAN FOR ELECTIONS Page | 65  
 Contents are confidential and intended for the recipient only.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

		8488 (fax) Email: citysec@weimartexas.org					
Polling Location 302 (St. Peter and Paul Church Dining Hall)	Move to Frelsburg Baptist Church		\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Polling Location 303 (Mentz - St. Roch's)	Move to Pct 304 (Bernardo)- not a consolidated election; just utilizing same facility		\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

Polling Location 304 (Bernardo VFD)	Move to Pct 303 (Mentz)- not a consolidated election; just utilizing same facility		\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Polling Location 305 (Colorado county Ag Building)	Move to Mansfield Building (930 Travis Street, Columbus)	Columbus City Hall. (979) 732-2366	\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Polling Location 401 (Robert R. Wells Airport)	Move to Schneider Hall (4351 HWY 71, COLUMBUS TX. 78934)	AMBER BECERRA 210-422-4864	\$0	Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

PLAN

Polling Location 402 (Eagle Lake Community Center)	Move to Eagle Lake Chamber of Commerce Meeting Room (303 E Main St. Eagle Lake)	Mary Parr - Director		Rebecka LaCourse	979-733-4870	Darilyn Henderson	979-232-0600
Election Main Office Is Unusable (Central Count)	Set up Temporarily Location at Colorado county Service Facility	County Judge's Office		Sharon Marisela			

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

**POLICY: ELECTION  
INFORMATION SECURITY**



TEXAS SECRETARY OF STATE

**ELECTIONS DIVISION**

[www.sos.texas.gov](http://www.sos.texas.gov) \* [www.votetexas.gov](http://www.votetexas.gov)

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(Last Revised: July 2021)

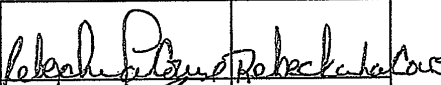

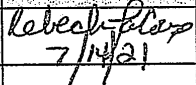
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

**DOCUMENT MANAGEMENT**

The Election Information Security Policy must be reviewed at least once per year or more frequently if state or federal legislation mandates new election security requirements or new cyber threats require policy changes between yearly reviews.

Maintain a record of all policy reviews in the Policy Review Log to validate that the Election Information Security Policy is updated once per year and to track significant revisions. Record all review dates. If major revisions are made during the review, please describe the changes. If changes are not made during a review, note that no changes were made.

**POLICY REVIEW LOG**

POLICY ADOPTED DATE July 2020						
Drafted By		Rebecka LaCourse, Elections Administrator		Signature		
Approved By		Colorado County Commissioner's Court		Signature		
REVIEW AND REVISION LOG						
REVIEW SCHEDULE		General Election Years December and elections		Legislative Session Years July after SCS Law Court		
Review Date	If Revised, Revision Date	Revision Description (Or Specify 'No Revisions' If None Made)	Drafted By: Name, Title	Signature, Date	Approved By: Name, Title	Signature, Date
07/13/21	07/14/21	Pg 26 -- add standard	Rebecka LaCourse, EA	 7/14/21		

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

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**POLICY 10: INFORMATION SECURITY AWARENESS TRAINING**

Personnel and partners participate in cybersecurity awareness training to ensure everyone understands their information security-related responsibilities and how to protect election data and technology.

**POLICY STANDARDS**

- Each member of the election staff is required to participate in the training offered by the Texas Secretary of State.
- Training for new users will take place no less than 30 days from their hire date and repeated annually thereafter.
- In addition to the general security content, training will include the Election WISP, including the Election Security Incident Response Plan, Continuity of Operations Plan, Data and Asset Classification Systems, Removable Media Policy and Security Roles and Responsibilities as well as any information relevant to specific roles.
- Election Administrator must lead frequent discussions about security practices with the team to build a culture of physical and cybersecurity.
- Training records must be retained with the auditor's files for the amount of time allotted in the record retention requirements.
- 2-person verification standards.

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

**AUGUST 23, 2021**

- \_10. Application submitted by Steven Speyrer to install an 8-inch water line upon and along right-of-way of County Road 253. (Kubesch)

**Motion by Commissioner Kubesch to approve Application submitted by Steven Speyrer to install an 8-inch water line upon and along right-of-way of County Road 253;  
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 23, 2021

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

Application

Applicant Company: Under the Stars RV Park  
Contact Person: Steven Spayrer  
Address: 1610 County Rd. 253  
Weimar, TX 78962  
Phone: 281-684-0506 Fax: \_\_\_\_\_

Location of right-of-way for proposed construction/installation/repairs in Precinct 2:  
South of County Rd 253. See drawing/picture.

Description of right-of-way work to be performed: Trench out ditch  
to install ~~an~~ an 8 inch water line.

Date 8/16/21

Steven Spayrer  
Signature of Firm Name Representative

Steven Spayrer  
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 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 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 23, 2021**

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

MINUTES OF THE COLORADO COUNTY  
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AUGUST 23, 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.

8/16/21  
Date

Steven Speyer  
Applicant

Approved by Commissioners Court on the 23 day of August, 2021.

8-24-21  
Date

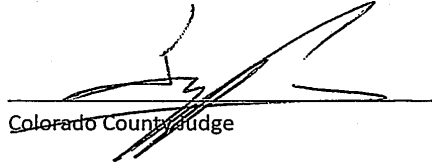
[Signature]  
Colorado County Judge

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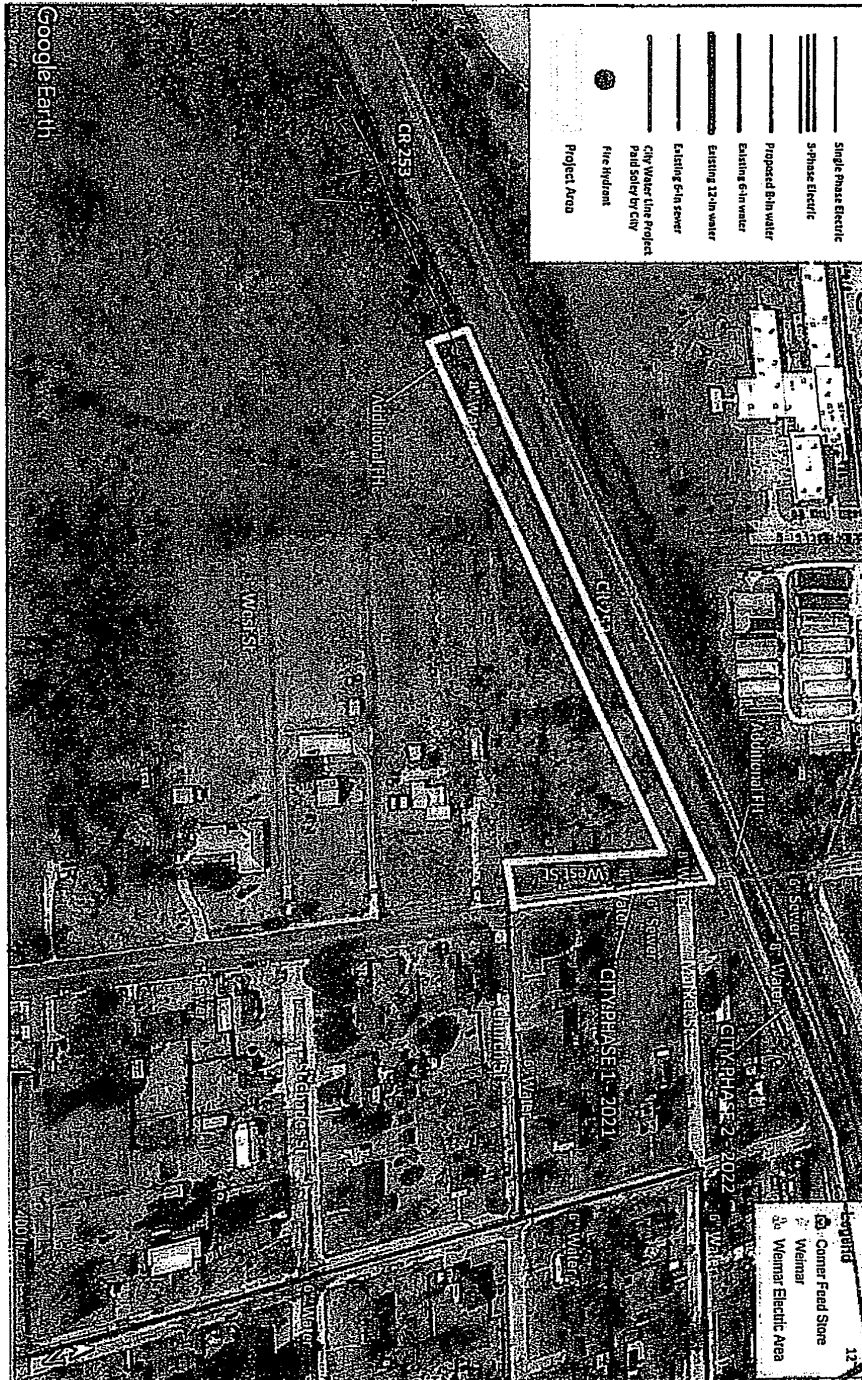
Permit

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.

8-25-21  
Date

  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/16/2021

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> Higginbotham IAS Group 11700 Katy Freeway, Suite 1100 Houston TX 77079	<b>CONTACT NAME:</b> Ashley Enrique	
	<b>PHONE (A/C No. Ext):</b> 817-349-2279	<b>FAX (A/C No.):</b> 817-347-6981
<b>E-MAIL ADDRESS:</b> aenrique@higginbotham.net		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Supak Construction, Inc. P.O. Box 325 Orchard TX 77464	<b>INSURER A:</b> Transportation Insurance Company	
	<b>INSURER B:</b> American Casualty Company Of Reading,	
	<b>INSURER C:</b> Continental Insurance Company	
	<b>INSURER D:</b> Continental Casualty Company	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 285676335                      **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. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEE BELOW FOR DEDUCTIBLES GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6080996876	6/12/2021	6/12/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6080996859	6/12/2021	6/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6080996845	6/12/2021	6/12/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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	WC680996862	6/12/2021	6/12/2022	<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
D	Leased/Rented Contractors Equipment		6081033684	6/12/2021	6/12/2022	*See Below*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Leased and Rented Contractor's Equipment Policy #: 6081033684: \$150,000 Per Item  
 Deductible: \$2,500 Except, Cranes 2.5% of the amount of insurance, subject to \$5,000 minimum and \$15,000 maximum.  
 Commercial General Liability Policy #6080996867 Deductible: Property Damage - \$5,000 Per Occurrence;  
 Residential and Subsidence Bodily Injury/Property Damage - \$10,000 Per Occurrence  
 Limited Pollution Liability Policy #6080996876 Coverage - Worksites - \$2,000,000 Aggregate Limit/ \$1,000,000 Each Incident Limit Deductible Each Pollution Incident - Property Damage \$5,000; Residential and Subsidence Bodily Injury/Property Damage \$10,000  
 See Attached...

<b>CERTIFICATE HOLDER</b>  COLORADO COUNTY 400 SPRING ST ROOM 107 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 

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

AGENCY CUSTOMER ID: SUPAK1

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



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Higginbotham IAS Group		NAMED INSURED Supak Construction, Inc. P.O. Box 325 Orchard TX 77464	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability (Including Completed Operations) and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is Follow Form.



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

**AUGUST 23, 2021**

- \_11. Set public hearing to consider changing the existing Yield sign to a Stop sign at the intersection of Schobel Road and Brunessmill Road, Pct. 3. (Neuendorff)

**Motion by Commissioner Neuendorff to approve setting public hearing to consider changing the existing Yield sign to a Stop sign at the intersection of Schobel Road and Brunessmill Road, Pct. 3, on September 13, 2021 at 9:40 A.M.; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

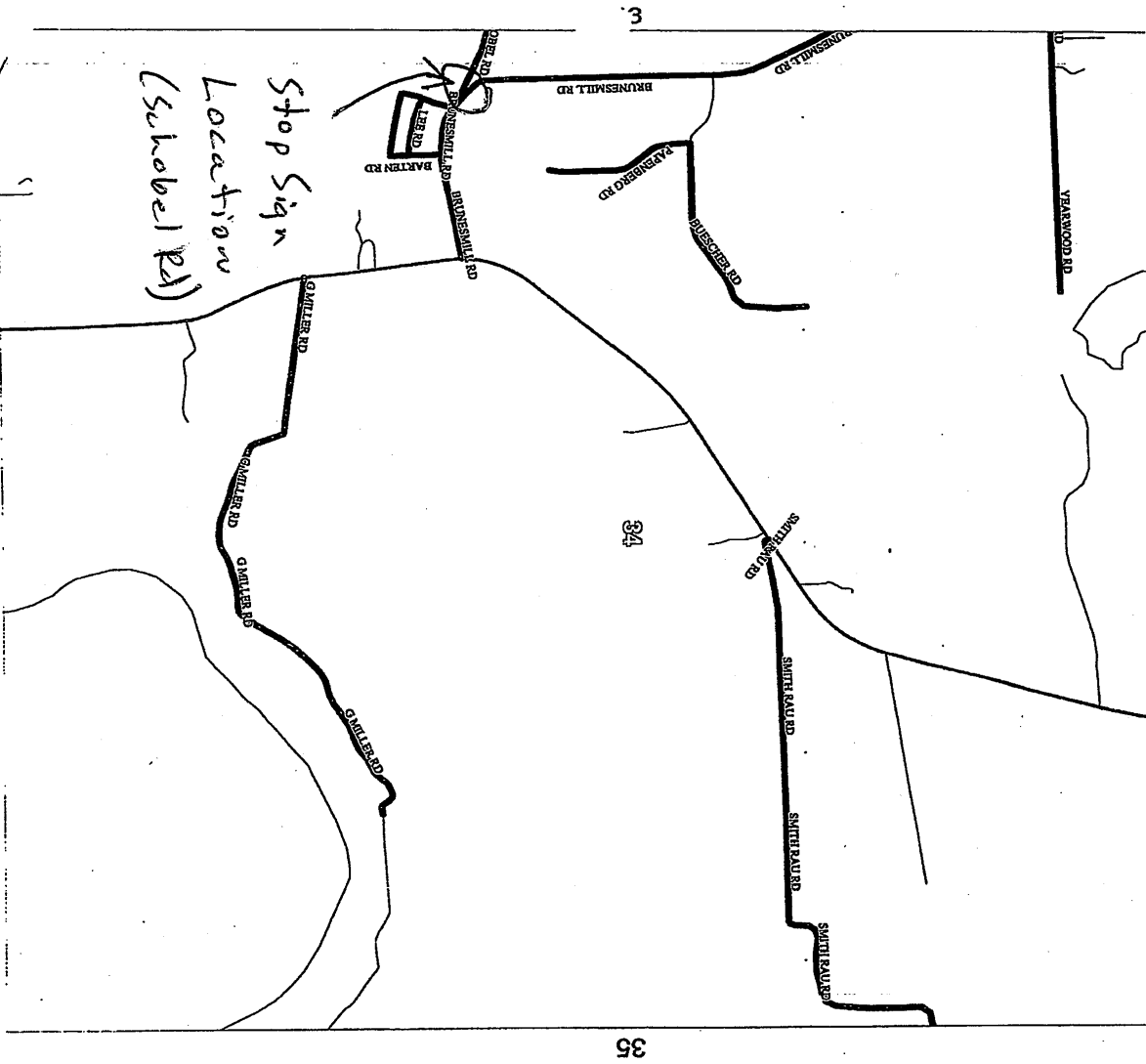
**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

**NOTICE OF PUBLIC HEARING**

The Colorado County Commissioners Court will conduct a public hearing at its regularly scheduled meeting pursuant to Texas Transportation Code Section 251.152 to consider changing the existing Yield sign to a Stop sign at the intersection of Schobel Road and Brunessmill Road, Precinct No. 3. The hearing will take place at 9:40 a.m. on September 13, 2021 at the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

\_12. Set Sheriff's and Constables' Fees effective January 1, 2022 and ending December 31, 2022.

**Motion by Judge Prause to approve setting Sheriff's and Constables' Fees effective January 1, 2022 and ending December 31, 2022, staying the same as last year; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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

**AUGUST 23, 2021**

**THE STATE OF TEXAS  
COUNTY OF COLORADO**

**IN THE COMMISSIONERS' COURT  
OF COLORADO COUNTY, TEXAS**

**NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES  
OF COLORADO COUNTY, TEXAS EFFECTIVE JANUARY 1, 2022  
AND ENDING DECEMBER 31, 2022**

On the 23<sup>rd</sup> day of August, 2021, the Commissioners Court of Colorado County, Texas pursuant to the provisions of Section 118.131 of the Local Government Code, set the following fees to be charged by the office of the Sheriff and Constables of Colorado County, Texas to become effective on January 1, 2022 and ending December 31, 2022:

**Service of Citations and Notices:**

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

**Citations for Justice Court:**

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

**Service of Writs:**

Writ of Attachment.....	\$200.00
Writ of Sequestration.....	\$200.00
Writ of Execution .....	\$200.00
Writ of Possession .....	\$200.00
Writ of Restitution.....	\$200.00
Writ of Assistance .....	\$200.00
Order of Retrieval .....	\$200.00
Order of Sale .....	\$200.00
Turn Over Order.....	\$200.00
Tax Warrants.....	\$200.00
Writ of Commitment/Writ of Capias.....	\$200.00
Writ of Garnishment .....	\$100.00

**Postings:**

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

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

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

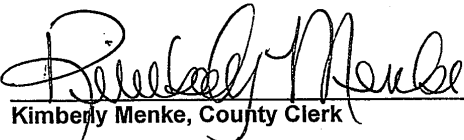
Richard LaCourse, Constable  
Precinct No. 1, Colorado County  
1051 Schulenburg Lane  
Columbus, Texas 78934

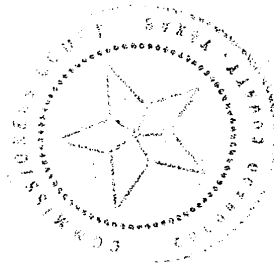
Lonnie Hinze, Constable  
Precinct No. 2, Colorado County  
P. O. Box 945  
105 E. Main  
Weimar, Texas 78962

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 23, 2021**

**Sharon Marsalia**

---

**From:** Transparency <Transparency@cpa.texas.gov>  
**Sent:** Monday, August 9, 2021 4:27 PM  
**To:** Ty Prause  
**Cc:** Sharon Marsalia  
**Subject:** [Information Required] 2022 Sheriffs' and Constables' Fees



Texas Comptroller of Public Accounts

Hon. Ty Prause  
Colorado County

Dear Judge Prause:

Our office is compiling the 2022 Sheriffs' and Constables' Fees report as required under Texas Local Government Code, Section 118.131. This law requires each commissioners court to set fees charged for civil services by the sheriffs and constables and directs that these fees be reported to the Comptroller.

By law, these fees must be set before Oct. 1 of each year and reported to the Comptroller's office no later than Oct. 15. Failure to meet this deadline will result in 2021 fees remaining in effect throughout 2022. Please be aware that even if the county has not changed fees, the county is still responsible for reporting that information to the Comptroller's office. If there are no fee changes, please review the fees to make sure they are correct.

See below for instructions for reporting the 2022 fees to our office. To review and file your county's fees, visit our website and use the following access code: 25137084.

The 2022 Sheriffs' and Constables' Fees information will be available on our website no later than Jan. 1, 2022.

**County Judge and Commissioners Court Instructions**

To meet the Oct. 15, 2021 deadline and to comply with the law, you must:

- Place this item on your commissioners court meeting agenda, and
- Adopt the fees before Oct. 1, 2021.

To report your 2022 fees:

- Go to <https://comptroller.texas.gov/transparency/local/sheriffs/reporting.php>.
- Enter the access code included in this email.
- Select the "Submit" button.

Complete the required information on the next page:

- Select the appropriate radio button at the top of the form -- submit with NO Fee or Address Changes or submit with Fee or Address Changes.
- Fill out your name, phone number and email address in the required fields.
- Select the "Submit" button.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

If there are changes adopted by the commissioners court on or before Oct. 1, 2021:

- Enter the new fees on the Modified Fees tab and press the check next to each fee to update.
- Add any new fees your county adopted for 2022 on the Add Fees tab.
- If the fee you need to add is not listed in the drop-down box, call or email our office for assistance.
- Use the Modify Address tab to update your county's contact information.
- Use the View Fees to make sure all your fees are correct.
- If you need to make additional changes, use the access code to log back in before Oct. 15.

Thank you in advance for your attention to this matter. If you have questions, please email us at [transparency@cpa.texas.gov](mailto:transparency@cpa.texas.gov) or call 1-844-519-5676.

Transparency Team  
Data Analysis and Transparency Division  
Texas Comptroller of Public Accounts  
Transparency Hotline: (844) 519-5676  
*Unsure of what to report when?* Check out our [Reporting Requirements Checklists!](#)

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



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_13. SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2022 for the VINE (Victim Information and Notification Everyday) Program. (Kana)

**Motion by Judge Prause to approve SAVNS Maintenance Grant Contract between the Office of the Attorney General (OAG) and Colorado County for State Fiscal Year 2022 for the VINE (Victim Information and Notification Everyday) Program; 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 23, 2021



RE: FY 2022 SAVNS Grant Contract

---

**Contract Number:** 2218550

**Grantee:** Colorado County

**Amount:** \$7,028.38

**Executed:**

**Term:** September 1, 2021 – August 31, 2022

**Budget Coding:**

ORG	PCA	Agy Obj
966	10352	5137

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 2218550**

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, 2021 and shall terminate August 31, 2022, 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 Grant 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 Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG,

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at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The 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 and 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 Grant 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 to ensure the integrity of the fiscal and programmatic management of the organization.

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.** Information, documentation, and other material in connection with this 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.

## **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



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programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**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.

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**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 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.

**4.3.4 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.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. 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.

**4.3.5 Annual Independent Financial Audit Report.** GRANTEES that are required to undergo a single audit or Annual Independent Financial Audit by statute, regulation, or organizational policy must complete and submit the Single Audit or Annual Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. Additionally, the Annual Independent Financial Audit will meet Generally Accepted Government Auditing Standards in the event a Single Audit is not required. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.6 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

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year covered by the term of this Grant Contract.

**4.3.7 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 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.

**4.3.8 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.

**4.3.9 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

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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.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

**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

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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 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 records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, 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. GRANTEE must include the substance of this clause in all subcontracts.

**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

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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 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

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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. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant 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 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

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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 Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

**10.2 Uniform Grant Management Act, TxGMS 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 Texas Grant Management Standards (TxGMS), 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 TxGMS 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. 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 represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. 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. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all



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conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, GRANTEE shall promptly notify the OAG. 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 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 6.24 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.

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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. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER,**

**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 AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH 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

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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.

**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 Grant 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 Grant 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 Grant 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 Grant 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.

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**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.

**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 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 Grant Contract including specifically any alleged breach of the Contract by OAG.

**11.14 Child Support Obligation Affirmation.** GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

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**11.15 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**11.16 Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

**11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

**11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.20 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.21 Cybersecurity Training Program.** All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

**11.22 Debarment and Suspension.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

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**11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**11.24 Legal Authority.** GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

**11.25 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

**11.26 Lobbying Expenditure Restriction.** GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.27 No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or 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.

**11.28 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

**11.29 COVID-19 Documentation.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is

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eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

**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 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.

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**IN WITNESS WHEREOF, 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*  
2392A6B8079C449...  
\_\_\_\_\_  
Printed Name: Ty Prause  
Authorized Official



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**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 2218550**

**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	\$-	\$1,596.90	\$7,028.38

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

SECOND 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 SECOND CONTRACT RENEWAL is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term ("Second Renewal Term") to begin on September 1, 2021 and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second 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  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021



**Certificate Of Completion**

Envelope Id: F0FB84365DF74E3D86E2E99F6E79CBA7 Status: Sent  
Subject: Please DocuSign: FY 2022 SAVNS Grant Contract  
Template ID:  
Template ID Usage Tracking:  
Division Designed Templates:  
Source Envelope:  
Document Pages: 25 Signatures: 1 Envelope Originator:  
Certificate Pages: 7 Initials: 0 Karly Watson  
AutoNav: Enabled PO Box 12548  
EnvelopeId Stamping: Disabled Austin, TX 78711-2548  
Time Zone: (UTC-06:00) Central Time (US & Canada) Karly.Watson@oag.texas.gov  
IP Address: 204.64.56.14

**Record Tracking**

Status: Original Holder: Karly Watson Location: DocuSign  
8/14/2021 3:21:50 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:  
*Ty Prause*  
2352A6B8079C448...

Signature Adoption: Pre-selected Style  
Using IP Address: 70.118.27.42

**Timestamp**

Sent: 8/14/2021 3:21:53 PM  
Viewed: 8/16/2021 8:18:40 PM  
Signed: 8/24/2021 9:16:53 AM

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

Grants Administration Division Chief

Sent: 8/24/2021 9:16:57 AM

Grants Administration Division Chief  
The Office of the Attorney General of Texas  
Signing Group: Grants Administration Division Chief  
Security Level: Email, Account Authentication  
(None)

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

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director  
Security Level: Email, Account Authentication  
(None)

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

General Counsel - Contract Attorneys

Signing Group: General Counsel - Contract  
Attorneys  
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  
AUGUST 23, 2021**

Signer Events	Signature	Timestamp
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General Counsel, Contracts

Signing Group: General Counsel, Contracts  
Security Level: Email, Account Authentication  
(None)

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

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)  
Security Level: Email, Account Authentication  
(None)

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

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal  
Justice

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  
Deputy Chief, Grants Administration  
Office of the Attorney General of Texas  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

COPIED

Sent: 8/24/2021 9:16:56 AM

Accounting - DocuSign Contracts  
ACC\_DocuSign\_Contracts@oag.texas.gov  
Signing Group: Accounting - DocuSign Contracts  
Inbox  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

GCD Contracts  
GCDContracts@oag.texas.gov  
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  
AUGUST 23, 2021**

<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:**  
Not Offered via DocuSign

<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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Envelope Sent	Hashed/Encrypted	8/14/2021 3:21:53 PM
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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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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

Electronic Record and Signature Disclosure created on: 4/1/2018 4:34:18 PM  
Parties agreed to: Ty Prause

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**Consequences of changing your mind**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

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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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

**Required hardware and software**

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
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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By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_14. FY 2022 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Kana)

**Motion by Commissioner Gertson to approve FY 2022 Grant for Routine Airport Maintenance Program for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

\_15. Establish Payroll Schedule for 2022. (Kana)

**Motion by Commissioner Neuendorff to approve to establish Payroll Schedule for 2022;  
seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

COLORADO COUNTY 2022 PAY SCHEDULE				
PAY DATES		FOR PAY PERIOD	EMS HRS	EMS TIME SHEETS
JANUARY	14	01/01 - 01/15	80	01/01 to 01/14
	28	01/16 - 01/31	80	01/15 to 01/28
FEBRUARY	15	02/01 - 02/15	80	01/29 to 02/11
	25	02/16 - 02/28	80	02/12 to 02/25
MARCH	15	03/01 - 03/15	80	02/26 to 03/11
	30	03/16 - 03/31	120	03/12 to 4/01
APRIL	14	04/01 - 04/15	80	04/02 to 04/15
	29	04/16 - 04/30	80	04/16 to 04/29
MAY	13	05/01 - 05/15	80	04/30 to 05/13
	27	05/16 - 05/31	80	05/14 to 05/27
JUNE	15	06/01 - 06/15	80	05/28 to 06/10
	30	06/16 - 06/30	120	06/11 to 07/01
JULY	15	07/01 - 07/15	80	07/02 to 07/15
	29	07/16 - 07/31	80	07/16 to 07/29
AUGUST	12	08/01 - 08/15	80	07/30 to 08/12
	30	08/16 - 08/31	80	08/13 to 08/26
SEPTEMBER	15	09/01 - 09/15	120	08/27 to 09/16
	30	09/16 - 09/30	80	09/17 to 09/30
OCTOBER	14	10/01 - 10/15	80	10/01 to 10/14
	28	10/16 - 10/31	80	10/15 to 10/28
NOVEMBER	15	11/01 - 11/15	80	10/29 to 11/11
	30	11/16 - 11/30	80	11/12 to 11/25
DECEMBER	15	12/01 - 12/15	120	11/26 to 12/16
	30	12/16 - 12/31	80	12/17 to 12/30

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

\_16. Request to review the American Rescue Plan Act that is now law and how it came about. (Kubesch)

**Commissioner Kubesch has questions regarding who reviews this plan and if there will be a separate audit? Commissioner Kubesch read from paperwork he had brought with him.**

**How would other counties use money based on population?**

**Judge Prause stated if we were to use this money, we will have guidance by a Professional Firm.**

- \_17. Consent Items:
- a. Certificates of Completion for Rebecka LaCourse and Darilyn Henderson for Cybersecurity Awareness Training Program in accordance with HB 3834.
  - b. Order Appointing Assistant County Auditors, and Fixing Salary of the County Auditor, and Assistant County Auditors.
  - c. Orders Appointing Official Court Reporter and Fixing Salary for the 25<sup>th</sup> and 2<sup>nd</sup> 25<sup>th</sup> Judicial District.
  - d. Certificate of Liability Insurance posted by:
    1. Supak Construction, Inc. (6/12/2021-6/12/2022).
    2. Viper Oil & Gas a Division of Viper S.W.D., LLC (8/1/2021-8/1/2022).

**Motion by Commissioner Neuendorff 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 23, 2021



CERTIFICATE OF COMPLETION



*This Certifies That*

**REBECCA LACOURSE**  
COLORADO

Has successfully completed the  
Cybersecurity Awareness Training Program requirements for

FY2021 - TX COUNTIES COURSE - HB3834

08/13/2021

COMPLETION DATE



79800044

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

SAP Litmos

CERTIFICATE OF COMPLETION

*This Certifies That*  
**DARILYN HENDERSON**  
COLORADO

Has successfully completed the  
Cybersecurity Awareness Training Program requirements for

FY2021 - TX COUNTIES COURSE - HB3834

08/13/2021

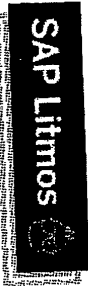
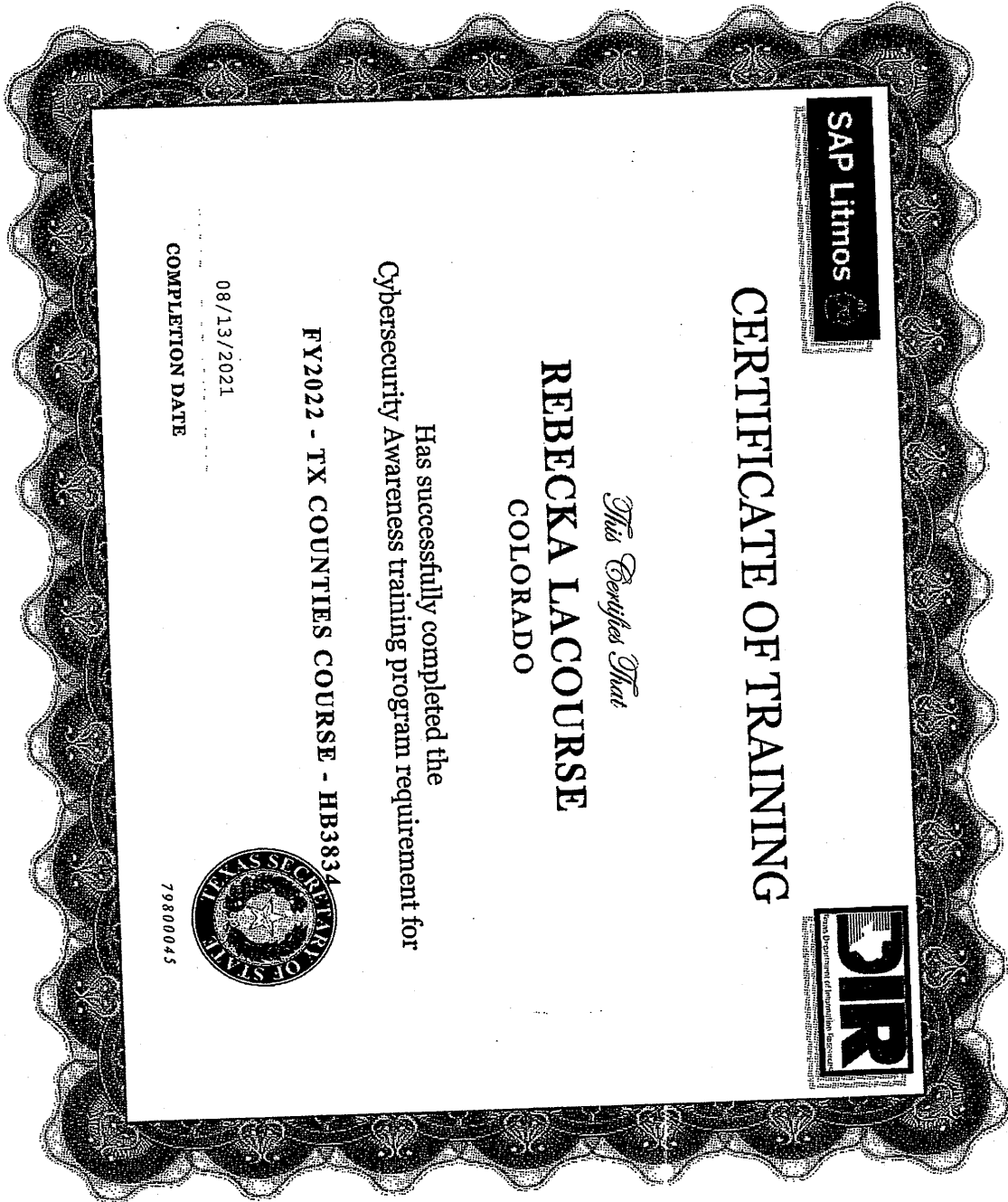
COMPLETION DATE



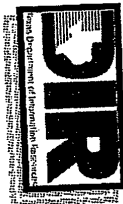
79800649



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021



CERTIFICATE OF TRAINING



*This Certificate Shall*

**REBECCA LACOURSE**  
COLORADO

Has successfully completed the  
Cybersecurity Awareness training program requirement for

FY2022 - TX COUNTIES COURSE - HB3834

08/13/2021

COMPLETION DATE



79800045



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

SAP Litmos

CERTIFICATE OF TRAINING



*This Certificate That*

**DARILYN HENDERSON**  
COLORADO

Has successfully completed the  
Cybersecurity Awareness training program requirement for

FY2022 - TX COUNTIES COURSE - HB3834

08/13/2021

COMPLETION DATE



79800650

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

IN THE DISTRICT COURT OF COLORADO COUNTY, TEXAS

IN THE MATTER OF A COUNTY AUDITOR

CAUSE NO. 17,296

ORDER APPOINTING ASSISTANT COUNTY AUDITORS  
AND FIXING SALARY OF THE COUNTY AUDITOR,  
AND ASSISTANT COUNTY AUDITORS

THE STATE OF TEXAS  
COUNTY OF COLORADO

I, Linda Holman, Clerk of the District of Colorado County, Texas do hereby certify that the foregoing is a true and correct of the original in Cause No. 17,296 as the same appears of record in District Court in 17,296

Records of said District Court on file in my office.

ATTEST Linda Holman  
Linda Holman, District Clerk  
Colorado County, Texas

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

WHEREAS, there being a need for a County Auditor; and

WHEREAS, the County Auditor certifies that there is a need for (3) three assistant auditors for Colorado County, Texas; and

WHEREAS, the County Auditor requests that Cheri Tello; Tammy Woolfs; and an assistant to be named at a later date be appointed as assistant county auditors; and

WHEREAS, it appearing to the Court that all requirements of TEXAS LOCAL GOVERNMENT CODE 84.021 and 152.905, and other applicable laws, have been satisfied;

IT IS THEREFORE ORDERED, by the Court that the annual salary of the County Auditor is fixed at the sum of \$ 73,272.00 per year; and that the said Cheri Tello be and is hereby appointed as Assistant County Auditor for Colorado County, Texas, and the salary is fixed at the sum of \$ 41,136.00 per year; and that said Tammy Woolfs be and is hereby appointed as Assistant County Auditor for Colorado County, Texas, and the salary is fixed at the sum of \$ 38,672.00 per year; and the said salary of new employee is fixed at \$ 41,832.00 per year, which sum along with benefits, travel expenses and other actual expenses incurred shall be paid out of the General Fund of the County.

In addition to the above salaries, longevity pay is to be paid to the County Auditor and Assistant County Auditors in amounts consistent with the longevity pay schedule as adopted by the Colorado County Commissioners Court and shall be paid out of the General Fund of the County.

The County Auditor and Assistant Auditors shall receive the same increase in salary as other county employees.

The appointments and salaries fixed herein shall be effective on the

1<sup>st</sup> day of January, 2022.

William D. Old  
WILLIAM D. OLD, III, District Judge  
25<sup>th</sup> Judicial District

7/21/21

Jessica Crawford  
JESSICA CRAWFORD, District Judge  
2<sup>nd</sup> 25<sup>th</sup> Judicial District

7/21/21

FILED

AUG 05 2021

At 12:00 o'clock P. M.  
Linda Holman, Clerk LH

DISTRICT COURT COLORADO COUNTY, TX

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

IN THE MATTER OF AN § IN THE 25th JUDICIAL DISTRICT  
 OFFICIAL COURT REPORTER. § COURT OF GUADALUPE, LAVACA,  
 § GONZALES, AND COLORADO  
 § COUNTIES, TEXAS.

STATE OF TEXAS  
 COUNTY OF COLORADO  
 Linda Holman, Clerk of the District of Colorado County, Texas do  
 hereby certify that the foregoing is a true and correct of the  
 Court in Cause No. 2021-00007, as the same appears of record  
 in the District Court in  
 the order of said District Court on file in my office.

**ORDER APPOINTING OFFICIAL COURT REPORTER  
AND FIXING SALARY**

**FILED**

**AUG 05 2021**

At 10:00 o'clock P. M.  
 Linda Holman, Clerk  
 DISTRICT COURT COLORADO COUNTY, TX

ATTEST  
 Linda Holman, District Clerk  
 Colorado County, Texas



WHEREAS, <sup>Deputy</sup> there being a need for an Official Court Reporter for the 25th Judicial District Court of Colorado County, Texas

and

WHEREAS, it appearing to the Court that D'LOIS JONES is the holder of a certificate in full force and effect issued by the Supreme Court of Texas pursuant to TEXAS GOVERNMENT CODE, §52.041 and §52.051, authorizing and qualifying the said D'LOIS JONES for appointment as Official Court Reporter for such District Court; and

WHEREAS, it appearing to the Court that all requirements of TEX. LOCAL GOVERNMENT CODE §152.905, and other applicable laws, have been satisfied;

It is therefore ORDERED by the Court that the said D'LOIS JONES be and is hereby appointed as Official Court Reporter for the 25th Judicial District Court of Guadalupe, Lavaca, Gonzales, and Colorado Counties, Texas, as of October 1, 2021 and that the salary of \$85,954., (\$3,296.85 per pay period, annual salary based on 365 days) be effective October 1, 2021, which sum along with longevity (same as all other County employees), travel expenses and other actual expenses incurred shall be apportioned by law, as based upon population in the last federal census for Guadalupe County 68.70%, Lavaca County 10.06%, Gonzales County 10.34%, and Colorado County 10.90%.

This salary shall be increased in the event Guadalupe County Commissioners Court grants a cost of living increase, across the board, merit increase and/or other supplemental pay from any funding source to its employees. The Court Reporter shall receive the same increase in salary as other county employees.

It is therefore ORDERED that compensation status for the Official Court Reporter of the 25th Judicial District Court is classified as EXEMPT.

The appointment and salary fixed herein shall be effective as stated in said order.

William D. Old III  
 William D. Old III, District Judge, 25th Judicial District

21 July 2021  
 Date

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

IN THE MATTER OF AN § IN THE 2<sup>nd</sup> 25<sup>th</sup> JUDICIAL DISTRICT  
 OFFICIAL COURT REPORTER. § COURT OF GUADALUPE, LAVACA,  
 § GONZALES, AND COLORADO  
 § COUNTIES, TEXAS.

THE STATE OF TEXAS  
 COUNTY OF COLORADO  
 I, Linda Holman, Clerk of the District of Colorado County, Texas do  
 hereby certify that the foregoing is a true and correct of the  
 original in Cause No. 24480 as the same appears of record in  
 a District Court in Colorado  
 records of said District Court on file in my office.

**ORDER APPOINTING OFFICIAL COURT REPORTER  
AND FIXING SALARY**

**FILED**

AUG 05 2021

ATTEST  
 Linda Holman, District Clerk  
 Colorado County, Texas

At 11:00'clock P. M. LT  
 Linda Holman, Clerk  
 DISTRICT COURT COLORADO COUNTY, TX

WHEREAS, there being a need for an Official Court Reporter for the 2<sup>nd</sup> 25<sup>th</sup> Judicial District Court;

and

WHEREAS, it appearing to the Court that LORI SCHMID is the holder of a certificate in full force and effect issued by the Supreme Court of Texas pursuant to TEXAS GOVERNMENT CODE, §52.041 and §52.051, authorizing and qualifying the said LORI SCHMID for appointment as Official Court Reporter for such District Court; and


WHEREAS, it appearing to the Court that all requirements of TEX. LOCAL GOVERNMENT CODE §152.905, and other applicable laws, have been satisfied;

It is therefore ORDERED by the Court that the said LORI SCHMID be and is hereby appointed as Official Court Reporter for the 2<sup>nd</sup> 25<sup>th</sup> Judicial District Court of Guadalupe, Lavaca, Gonzales, and Colorado Counties, Texas, as of October 1, 2021 and that the salary of \$85,954., (\$3,296.85 per pay period, annual salary based on 365 days) be effective October 1, 2021, which sum along with longevity (same as all other County employees), travel expenses and other actual expenses incurred shall be apportioned by law, as based upon population in the last federal census for Guadalupe County 68.70%, Lavaca County 10.06%, Gonzales County 10.34%, and Colorado County 10.90%.

This salary shall be increased in the event Guadalupe County Commissioners Court grants a cost of living increase, across the board, merit increase, and/or other supplemental pay from any funding source to its employees. The Court Reporter shall receive the same increase in salary as other county employees.

It is therefore ORDERED that compensation status for the Official Court Reporter of the 2<sup>nd</sup> 25<sup>th</sup> Judicial District Court is classified as EXEMPT.

The appointment and salary fixed herein shall be effective as stated in said order.

  
 Jessica Crawford, District Judge, 2<sup>nd</sup> 25<sup>th</sup> Judicial District

7-21-2021  
 Date

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/16/2021

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> Higginbotham IAS Group 11700 Katy Freeway, Suite 1100 Houston TX 77079	<b>CONTACT NAME:</b> Ashley Enrique <b>PHONE (A/C, No. Ext):</b> 817-349-2279 <b>E-MAIL ADDRESS:</b> aenrique@higginbotham.net	<b>FAX (A/C, No):</b> 817-347-6981
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Supak Construction, Inc. P.O. Box 325 Orchard TX 77464	<b>INSURER A:</b> Transportation Insurance Company <b>NAIC #</b> 20494	
	<b>INSURER B:</b> American Casualty Company Of Reading, <b>20427</b>	
	<b>INSURER C:</b> Continental Insurance Company <b>35289</b>	
	<b>INSURER D:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 285676335      **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEE BELOW FOR DEDUCTIBLES GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6080996876	6/12/2021	6/12/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> 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"/>		6080996859	6/12/2021	6/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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		6080996845	6/12/2021	6/12/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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	WC680996862	6/12/2021	6/12/2022	<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
D	Leased/Rented Contractors Equipment		6081033684	6/12/2021	6/12/2022	*See Below*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Leased and Rented Contractor's Equipment Policy #: 6081033684: \$150,000 Per Item  
 Deductible: \$2,500 Except, Cranes 2.5% of the amount of insurance, subject to \$5,000 minimum and \$15,000 maximum.

Commercial General Liability Policy #6080996867 Deductible: Property Damage - \$5,000 Per Occurrence;  
 Residential and Subsidence Bodily Injury/Property Damage - \$10,000 Per Occurrence

Limited Pollution Liability Policy #6080996876 Coverage - Worksites - \$2,000,000 Aggregate Limit/ \$1,000,000 Each Incident Limit Deductible Each Pollution Incident - Property Damage \$5,000; Residential and Subsidence Bodily Injury/Property Damage \$10,000  
 See Attached...

<b>CERTIFICATE HOLDER</b>  COLORADO COUNTY 400 SPRING ST ROOM 107 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 
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

AGENCY CUSTOMER ID: SUPAK1

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



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Higginbotham IAS Group	NAMED INSURED Supak Construction, Inc. P.O. Box 325 Orchard TX 77464	
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 INSURANCE**

The General Liability (Including Completed Operations) and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is Follow Fom.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**



ELCAM-1

OP ID: JB

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/03/2021

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> Energy Insurance Group LLC P.O. Box 963 Richmond, TX 77406 Scott Kulcak	832-449-3232	<b>CONTACT NAME:</b> Janice Bloise <b>PHONE (A/C, No, Ext):</b> 832-449-3232 <b>FAX (A/C, No):</b> 832-449-3061 <b>E-MAIL ADDRESS:</b> janice@energyinsgroup.com
<b>INSURED</b> Viper Oil & Gas A Division of Viper S.W.D., LLC 402 Dam Road El Campo, TX 77437		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Everest Indemnity Ins. Co. <b>NAIC #</b> 10851 <b>INSURER B:</b> Everest Denali Insurance Co. <b>16044</b> <b>INSURER C:</b> Evanston Insurance Company <b>35378</b> <b>INSURER D:</b> Markel American Insurance <b>28932</b> <b>INSURER E:</b> Texas Mutual Insurance Co <b>22945</b> <b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	EN1ML00026-211	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input checked="" type="checkbox"/> POLLUTION			EN1ML00026-211	08/01/2021	08/01/2022	MED EXP (Any one person) \$ 10,000
C	<input checked="" type="checkbox"/> GL - SWD			MKLV4ENV104117	08/01/2021	08/01/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Poll Limit \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EN1CA00030-211	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	EN1CU00046-211	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001234916	03/09/2021	03/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EQUIPMENT/IM			MKLM4IM0052294	08/01/2021	08/01/2022	DEDUCTIBL 2,500
C	EXCESS			MKLV4EFX103267	08/01/2021	08/01/2022	LIMIT 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation.

<b>CERTIFICATE HOLDER</b>  COLORAD  Colorado County Judge 400 Spring, Room 113 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 
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

\_18. Examine and approve all accounts payable and budget amendments.

**Motion by Commissioner Wessels to approve all accounts payable; 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 23, 2021**

08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:04:59 PM

CYCLE: ALL

PAGE 1  
PREPARER:0004

CLAIMS FOR PAYMENT AS OF AUGUST 23, 2021

-----  
DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0100-TOTAL REVENUES/CARRY-OVER</b>				
DOUGLAS HARDWAY	225479	A	REFUND FINE OVERPAYMENT/CR-21-0266	5.00
TOSTADO CHARPENAL	225517	A	REFUND OVERPYMNT OF FEES/EV-21-0001	59.00
YVETTE DAVIDSON	225528	A	REFUND BEASON'S PARK PERMIT	50.00
DEPARTMENT TOTAL				114.00
<b>0200-LIABILITY ACCOUNTS</b>				
PERDUE, BRADON, FIELDER, COLDER &	225498	A	JUNE DC DLQ ATTY COLLECTION FEES	25.00
PERDUE, BRADON, FIELDER, COLDER &	225499	A	JULY DC DLQ ATTY COLLECTION FEES	37.90
DEPARTMENT TOTAL				62.90
<b>0400-COUNTY JUDGE</b>				
GREATAMERICA FINANCIAL SVCS	225485	A	TOSHIBA COPIER LEASE/INV#29832719	128.00
SYNCB/AMAZON	225568	A	APC UPS BACKUP BATTERY	64.99
THOMSON REUTERS - WEST	225516	A	JOHANSON'S TX ESTATES CODE 2021	185.00
TIME WARNER CABLE ENTERPRISES LLC	225411	R	TRUNKED PHONE LINES	31.64
TY PRAUSE	225520	A	IMPAIRED DRIVING SYMPOSIUM EXPS	237.44
DEPARTMENT TOTAL				647.07
<b>0403-COUNTY CLERK</b>				
PRESTIGE OFFICE PRODUCTS, LLC	225500	A	OFFICE SUPPLIES/INV#123398,123404	103.95
TIME WARNER CABLE ENTERPRISES LLC	225405	R	TRUNKED PHONE LINES	47.47
DEPARTMENT TOTAL				151.42
<b>0410-ELECTIONS</b>				
ELECTION SYSTEMS & SOFTWARE, INC.	225480	A	EXPRESSPOLL SOFTWARE LICENSE &MAINT	500.00
PRESTIGE OFFICE PRODUCTS, LLC	225560	A	OFFICE SUPPLIES/INV#123433	10.09
TIME WARNER CABLE ENTERPRISES LLC	225406	R	TRUNKED PHONE LINES	15.83
DEPARTMENT TOTAL				525.92
<b>0428-PUBLIC DEFENDER</b>				
SYNCB/AMAZON	225565	A	MICROSOFT SURFACE PRO TYPE COVER	89.98
TIME WARNER CABLE ENTERPRISES LLC	225414	R	TRUNKED PHONE LINES	15.83
DEPARTMENT TOTAL				105.81
<b>0435-DISTRICT COURT</b>				
ANN FONTENOT	225391	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
AZALIA BENICH	225399	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
BOBBY MILLER JR	225385	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
CAROL GAERTNER	225376	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
CHAD SHELTON	225396	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
CINDY GONZALES	225389	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
CLAIRE LEWIS	225388	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
DALE LELAND	225379	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
DANA PAGEL	225400	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
DEBORAH KRETSCHMER	225381	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
DEWAYNE LANIER	225383	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
DONNIE DISHMAN	225402	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
GARY DYBALA	225398	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
GIOVANNI RODRIGUEZ	225378	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
JESUS CASTILLO	225374	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
JODY KUCERA	225375	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
KAREN SMITH	225386	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
LORI GRISSOM	225395	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
MARK VICKERS	225401	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
MAXWELL HARTMAN	225387	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
MIGUEL TORRES	225392	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 2  
 TIME:04:59 PM      CLAIMS FOR PAYMENT AS OF AUGUST 23, 2021      PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	SARAH DEDMAN	225380	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	STACI ULRICH	225377	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	STACY PADILLA	225382	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	THOMAS KUYKENDALL	225403	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	TY LAAKE	225384	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	TY REEVES	225390	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	TYLER PAWLIK	225393	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	TYREL BOHRER	225397	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	WILLIAM GOODWIN JR	225394	R	DISTRICT COURT JURY DUTY ON 8-9-21	12.00
	DEPARTMENT TOTAL				360.00
0450-DISTRICT CLERK					
	TEXAS ASSOCIATION OF COUNTIES	225632	A	CO & DIST CLERK FALL CONF/#239025	200.00
	TIME WARNER CABLE ENTERPRISES LLC	225407	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				231.66
0451-JUSTICE OF THE PEACE #1					
	PRESTIGE OFFICE PRODUCTS, LLC	225503	A	ENVELOPES/INV#123331	17.03
	DEPARTMENT TOTAL				17.03
0452-JUSTICE OF THE PEACE #2					
	ANN REED	225354	R	JP#2 COURT JURY DUTY ON 7-29-21	20.00
	BELINDA MILLER	225360	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	BOE REEVES	225530	A	MILEAGE (7/5 - 8/8)	101.92
	BRITTANY COUCH	225359	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	COLEEN ZIMMERHANZEL	225355	R	JP#2 COURT JURY DUTY ON 7-29-21	20.00
	CONNIE BARR	225358	R	JP#2 COURT JURY DUTY ON 7-29-21	20.00
	DALE VRANA	225363	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	DAWN BRIEN	225361	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	ELYSSA DILLARD	225372	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	ERIN GLUECK	225357	R	JP#2 COURT JURY DUTY ON 7-29-21	20.00
	JOAN POENITZSCH	225367	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	JOSHUA WERLAND	225362	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	KAREN SODOLAK	225356	R	JP#2 COURT JURY DUTY ON 7-29-21	20.00
	KARIE HOOD	225364	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	KAY DIVIN	225373	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	LISA MATOCHA	225369	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	PAMELA PARKER	225366	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	SABINA ROTTER	225371	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	SANDRA NEUENDORFF	225368	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	SYNCB/AMAZON	225569	A	APC UPS BACKUP BATTERY	49.99
	TONYA SPALEK	225365	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	TRICIA SEGREST	225370	R	JP#2 COURT JURY DUTY ON 7-29-21	12.00
	DEPARTMENT TOTAL				431.91
0453-JUSTICE OF THE PEACE #3					
	TIME WARNER CABLE ENTERPRISES LLC	225413	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				31.66
0454-JUSTICE OF THE PEACE #4					
	STAN WARFIELD	225513	A	IMPAIRED DRIVING SYMPOSIUM EXPS	217.64
	STAN WARFIELD	225514	A	JULY MILEAGE	261.52
	DEPARTMENT TOTAL				479.16
0475-COUNTY ATTORNEY					
	TIME WARNER CABLE ENTERPRISES LLC	225412	R	TRUNKED PHONE LINES	63.29
	DEPARTMENT TOTAL				63.29
0495-COUNTY AUDITOR'S OFFICE					

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:04:59 PM CLAIMS FOR PAYMENT AS OF AUGUST 23, 2021

CYCLE: ALL

PAGE 3  
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	QUILL LLC	225506	A	CALCULATOR ROLLS & RIBBON/#18406203	10.88
	TIME WARNER CABLE ENTERPRISES LLC	225409	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				42.54
0497-COUNTY TREASURER					
	TEXAS ASSOCIATION OF COUNTIES	225515	A	TX PUBLIC FUNDS INVESTMENT CONF REG	160.00
	TIME WARNER CABLE ENTERPRISES LLC	225410	R	TRUNKED PHONE LINES	15.83
	DEPARTMENT TOTAL				175.83
0499-TAX ASSESSOR-COLLECTOR					
	PRESTIGE OFFICE PRODUCTS, LLC	225596	A	OFFICE SUPPLIES/INV#123364	19.46
	TIME WARNER CABLE ENTERPRISES LLC	225408	R	TRUNKED PHONE LINES	31.66
	XEROX FINANCIAL SERVICES	225527	A	AUG XEROX LEASE PMT/INV#2770513	250.55
	DEPARTMENT TOTAL				301.67
0510-COURTHOUSE BUILDING					
	CAPITAL ONE	225423	A	CLEANING SUPPLIES/TR#02815	52.28
	CAPITAL ONE	225424	A	COFFEE POT/TR#09623	39.96
	CAPITAL ONE	225425	A	CLEANING SUPPLIES/TR#04227	60.12
	CAPITAL ONE	225647	A	CLEANING SUPPLIES/TR#08958	99.63
	CAPITAL ONE	225648	A	CLEANING SUPPLIES/TR#08958	99.63
	CONSTELLATION NEW ENERGY, INC.	225467	A	PROBATION ELECTRICITY TO 8-3	460.45
	CONSTELLATION NEW ENERGY, INC.	225468	A	COURTHOUSE ELECTRICITY TO 8-4	2,177.26
	CONSTELLATION NEW ENERGY, INC.	225469	A	ANNEX ELECTRICITY TO 8-4	1,291.28
	CONSTELLATION NEW ENERGY, INC.	225470	A	JP#3 ELECTRICITY TO 8-4	210.78
	CONSTELLATION NEW ENERGY, INC.	225471	A	AG BLDG ELECTRICITY TO 8-4	398.86
	CONSTELLATION NEW ENERGY, INC.	225472	A	MAINT/RMO ELECTRICITY TO 8-4	110.47
	CONSTELLATION NEW ENERGY, INC.	225473	A	TRAVIS STREETLIGHT TO 7-27	9.85
	CONSTELLATION NEW ENERGY, INC.	225474	A	TRAVIS STREETLIGHT TO 7-27	9.85
	CONSTELLATION NEW ENERGY, INC.	225475	A	TRAVIS STREETLIGHT TO 8-4	8.17
	CONSTELLATION NEW ENERGY, INC.	225476	A	SPRING STREETLIGHT TO 8-4	16.37
	DOUBLE "C" PEST CONTROL	225478	A	PEST CONTROL @ JP#4/INV#4999	40.00
	DOUBLE "C" PEST CONTROL	225551	A	PEST CONTROL @ JP#2/INV#4996	40.00
	GULF COAST PAPER CO., INC.	225486	A	CLEANING SUPPLIES/INV#2081911	1,032.96
	GULF COAST PAPER CO., INC.	225553	A	MICROFIBER MOP/INV#2085630	198.38
	TRACTOR SUPPLY CREDIT PLAN	225519	A	GLYPHOSATE	74.99
	DEPARTMENT TOTAL				6,431.29
0515-PARKS & RECREATION DEPT					
	ULINE	225633	A	TRASH BAGS/INV#137018407	194.03
	WEIDO PLUMBING	225636	A	PLUMBING REPAIRS @ BEASONS/INV#3727	299.60
	DEPARTMENT TOTAL				493.63
0525-SEPTIC SYSTEM/FLOODPLAIN					
	B & D GRAPHICS	225420	A	MAGNET DECALS FOR TAHOE/INV#2542	99.00
	DEPARTMENT TOTAL				99.00
0530-EMERGENCY MANAGEMENT					
	VOCEON	225521	A	(5) MOBILE ANTENNAS/INV#440000580	230.00
	DEPARTMENT TOTAL				230.00
0540-EMS DIRECTOR/AMBULANCE					
	ALYSSA LINDEMANN	225642	A	TEMSA EXPENSES	218.96
	AMANDA DANIEL	225643	A	TEMSA EXPENSES	35.00
	BOUND TREE MEDICAL, LLC	225531	A	MEDICAL SUPPLIES/#84152018,84152019	284.31
	CAPITAL ONE	225645	A	LYSOL, TIRE FOAM, CAR CLOTH/#09712	142.98
	CAPITAL ONE	225646	A	A/C FILTERS/TR#02984	31.76

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
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CLAIMS FOR PAYMENT AS OF AUGUST 23, 2021

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
COLORADO CO TAX ASSESSOR/COLLECTOR	225650	A	VEHICLE REG RENEWAL/LP#1318071	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	225651	A	VEHICLE REG RENEWAL/LP#1318046	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	225652	A	VEHICLE REG RENEWAL/LP#1229236	7.50
COLORADO COUNTY OIL CO., INC.	225535	A	500 GALS DIESEL/INV#437223	1,269.90
COLORADO COUNTY OIL CO., INC.	225536	A	FILRITE 900 SERIES METER/INV#437811	327.50
COLORADO COUNTY OIL CO., INC.	225537	A	384 GALS DIESEL/INV#438173	968.26
FRAZER, LTD	225654	A	THERMOSTAT/INV#81325	112.90
HENRY SCHEIN INC.	225554	A	MEDICAL SUPPLIES/INV#96849894	482.41
J & W PARTS	225656	A	PARTS/CUST#1445	35.88
JAMES CHOLLETT	225658	A	TEMSA EXPENSES	216.33
O'REILLY AUTO PARTS	225661	A	OIL/CUST#1269382	301.92
O'REILLY AUTO PARTS	225662	A	DRILL PUMP/CUST#1269382	6.99
QUADMED, INC.	225561	A	MEDICAL SUPPLIES/INV#196334	88.72
QUADMED, INC.	225562	A	MEDICAL SUPPLIES/INV#196082	10.35
QUADMED, INC.	225563	A	MEDICAL SUPPLIES/INV#195961	1,395.65
QUADMED, INC.	225564	A	MEDICAL SUPPLIES/INV#196541	455.57
TIME WARNER CABLE ENTERPRISES LLC	225481	R	TRUNKED PHONE LINES FOR COVID HUB	126.62
WINDSHIELD EXPRESS	225574	A	REPLACE WINDSHIELD/INV#1006982	531.00
DEPARTMENT TOTAL				7,065.51
0555-911 RURAL ADDRESSING				
PRESTIGE OFFICE PRODUCTS, LLC	225501	A	MAILING LABELS/INV#123354	132.34
DEPARTMENT TOTAL				132.34
0560-COUNTY SHERIFF				
ALYSSA LINDEMANN	225641	A	CPR/BASIC FIRST AID TRAINING CARD	20.00
APPRISS INSIGHTS	225419	A	TX VINE SERVICE FEE 04/INV#97670	1,751.81
CAVENDER CHRYSLER JEEP DODGE RAM	225427	A	TAHOE REPAIRS/INV#325644	158.70
COLORADO CO TAX ASSESSOR/COLLECTOR	225446	A	VEHICLE REG RENEWAL/LP#1318031	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	225447	A	VEHICLE REG RENEWAL/LP#1197458	7.50
COLORADO COUNTY OIL CO., INC.	225538	A	852 GALS GASOLINE/INV#436889	2,150.62
COLORADO COUNTY OIL CO., INC.	225539	A	843 GALS GASOLINE/INV#437219	2,117.53
COLORADO COUNTY OIL CO., INC.	225540	A	828 GALS GASOLINE/INV#437628	2,055.43
COLORADO COUNTY OIL CO., INC.	225541	A	804 GALS GASOLINE/INV#438172	1,995.85
COLORADO COUNTY OIL CO., INC.	225542	A	750 GALS GASOLINE/INV#438681	1,875.45
COLUMBUS TIRE CENTER	225618	A	TIRE REPAIR/INV#14698	24.44
CONDR COMMUNICATIONS	225466	A	CHECK ETHERNET PORT/CABLE/INV#63385	120.00
CONTEGO HIM, INC.	225477	A	LASERFICHE LICENSES/INV#7776	10,679.88
GT DISTRIBUTORS, INC.	225575	A	(2) BODY ARMOR VESTS/INV0858180	1,714.05
INTELLICHOICE, INC.	225490	A	ANNUAL LICENSE &SUPPORT/INV#1231091	1,400.00
JOHN STEINSIEK	225576	A	CIVIL FORMS/INV#0666	20.00
O'REILLY AUTO PARTS	225496	A	CARWASH SUPPLIES/CUST#1269383	14.98
O'REILLY AUTO PARTS	225497	A	WIPER BLADES/CUST#1269383	24.79
PRESTIGE OFFICE PRODUCTS, LLC	225504	A	OFFICE SUPPLIES/INV#123339	43.68
SCHNEIDER TIRE & LUBE LLC	225509	A	OIL CHG/INV#37901,37907	89.96
SCHNEIDER TIRE & LUBE LLC	225510	A	OIL CHG & ROTATE TIRES/INV#37946	87.78
SCHNEIDER TIRE & LUBE LLC	225627	A	OIL CHG/INV#38045	92.96
SCHNEIDER TIRE & LUBE LLC	225629	A	(2) INSPECTIONS/INV#37972,37976	14.00
VOICE PRODUCTS SERVICE LLC	225522	A	ANNUAL NICE RECORDER SERVICE FEE	3,151.00
WEIMAR VETERINARY CLINIC	225526	A	COGGINS TEST/INV#43804	35.00
DEPARTMENT TOTAL				29,652.91
0565-OPERATION OF JAIL				
A L & M BUILDING SUPPLY	225640	A	WATER HOSE/CUST#5134	54.99
CAPITAL ONE	225426	A	BLEACH/TR#00307	31.70
CLINICAL SOLUTIONS PHARMACY	225428	A	JULY INMATE MEDICINE/INV#70882	5.90
CLINICAL SOLUTIONS PHARMACY	225429	A	JULY INMATE MEDICINE/INV#70882	35.37

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 5  
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CLINICAL SOLUTIONS PHARMACY	225430	A	JULY INMATE MEDICINE/INV#70882	12.69
	CLINICAL SOLUTIONS PHARMACY	225431	A	JULY INMATE MEDICINE/INV#70882	0.13
	CLINICAL SOLUTIONS PHARMACY	225432	A	JULY INMATE MEDICINE/INV#70882	4.00
	CLINICAL SOLUTIONS PHARMACY	225433	A	JULY INMATE MEDICINE/INV#70882	5.24
	CLINICAL SOLUTIONS PHARMACY	225434	A	JULY INMATE MEDICINE/INV#70882	12.37
	CLINICAL SOLUTIONS PHARMACY	225435	A	JULY INMATE MEDICINE/INV#70882	22.96
	CLINICAL SOLUTIONS PHARMACY	225436	A	JULY INMATE MEDICINE/INV#70882	15.30
	CLINICAL SOLUTIONS PHARMACY	225437	A	JULY INMATE MEDICINE/INV#70882	10.61
	CLINICAL SOLUTIONS PHARMACY	225438	A	JULY INMATE MEDICINE/INV#70882	3,467.62
	CLINICAL SOLUTIONS PHARMACY	225439	A	JULY INMATE MEDICINE/INV#70882	11.25
	CLINICAL SOLUTIONS PHARMACY	225440	A	JULY INMATE MEDICINE/INV#70882	25.43
	CLINICAL SOLUTIONS PHARMACY	225441	A	JULY INMATE MEDICINE/INV#70882	32.68
	CLINICAL SOLUTIONS PHARMACY	225442	A	JULY INMATE MEDICINE/INV#70882	178.90
	CLINICAL SOLUTIONS PHARMACY	225443	A	JULY INMATE MEDICINE/INV#70882	1,766.13
	CLINICAL SOLUTIONS PHARMACY	225444	A	JULY INMATE MEDICINE/INV#70882	5.88
	CLINICAL SOLUTIONS PHARMACY	225445	A	JULY INMATE MEDICINE/INV#70882	23.35
	DOUBLE "C" PEST CONTROL	225593	A	PEST CONTROL @ JAIL/INV#4703	60.00
	GARCIA CLINICAL LABORATORY, INC	225617	A	LAB SVCS/PRIS16165260/7-8-21/#58364	6.32
	H.E. BUTT GROCERY COMPANY	225487	A	BREAD & TORTILLAS/INV#396486	167.80
	H.E. BUTT GROCERY COMPANY	225595	A	BREAD & BUNS/APPR#063652	119.44
	H.E. BUTT GROCERY COMPANY	225619	A	FOOD FOR INMATE/INV#235369	13.12
	LABATT FOOD SERVICE	225493	A	WEEKLY FOOD ORDER/INV#08092015	2,306.77
	LABATT FOOD SERVICE	225577	A	WEEKLY FOOD ORDER/INV#08122744	1,661.85
	LABATT FOOD SERVICE	225578	A	WEEKLY FOOD ORDER/INV#08122745	13.72
	LABATT FOOD SERVICE	225579	A	WEEKLY FOOD ORDER/INV#08160856	1,527.56
	LABATT FOOD SERVICE	225659	A	WEEKLY FOOD ORDER/INV#08193248	1,324.50
	MATERA PAPER COMPANY	225580	A	CLEANING SUPPLIES/INV#H556755	907.68
	RUJO HOOD CLEANING LLC	225507	A	VENT HOOD CLEANING/INV#301314	600.00
	SOUTHERN HEALTH PARTNERS, INC	225511	A	SEPT INMATE MEDICAL CONTRACT SVCS	9,557.18
	ST JOSEPH REGIONAL HEALTH CENTER	225630	A	HEALTH CHGS/JAW73079/5-13-21/INMATE	5,189.24
	SUNBELT LABORATORIES	225581	A	LAUNDRY SUPPLIES/INV#137775	926.22
	SYNCS/AMAZON	225570	A	(4) JAILER UNIFORM PANTS	198.00
	TEXAS DEPARTMENT OF LICENSING & TOEPPERWEIN AIR-CONDITIONING	225404 225594	R A	CERT OF OPERATORIN FEES/INV#10125179 A/C REPAIRS @ JAIL/INV#14676	140.00 1,082.36
	WICK'S WESTERN AUTO	225638	A	TRIMMER PARTS/CUST#5896	7.98
	DEPARTMENT TOTAL				31,532.24
0585-INFORMATION TECHNOLOGY					
	LOCAL GOVERNMENT SOLUTIONS, LP	225494	A	PROGRAMMING FOR AMERICAN RESCUE ACC	350.00
	TIME WARNER CABLE ENTERPRISES LLC	225416	R	TRUNKED PHONE LINES	15.83
	IDOCKET.COM LLC	225657	A	ANNUAL CO CLERK SOFTWARE SUPPORT	8,400.00
	DEPARTMENT TOTAL				8,765.83
0640-CONTRACT SERVICES					
	DIANNA FOSTER	225550	A	CLOTHING FOR FOSTER CHILD	286.84
	FORT BEND COUNTY MEDICAL EXAMINER	225482	A	(2)AUTOPIES/ME21-00567C,ME21-00887C	5,200.00
	HENNEKE FUNERAL HOME, LTD.	225488	A	TRANSPORT BODY ON 8-1-21	845.00
	HENNEKE FUNERAL HOME, LTD.	225489	A	TRANSPORT BODY ON 8-9-21	845.00
	WHEELER FUNERAL HOME	225637	A	CREMATION ON 8-13-21	2,395.00
	DEPARTMENT TOTAL				9,571.84
0645-INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	225533	A	RADIOLOGY/BRA7995/7-29-21/IHC	8.29
	BRYAN RADIOLOGY ASSOCIATES	225534	A	RADIOLOGY/BRA125026/8-4-21/IHC	32.34
	BRYAN RADIOLOGY ASSOCIATES	225604	A	RADIOLOGY/BRA222045/8-9-21/IHC	26.46
	BRYAN RADIOLOGY ASSOCIATES	225605	A	RADIOLOGY/BRA222045/8-9-21/IHC	30.74
	COLUMBUS COMMUNITY HOSPITAL	225450	A	HOSP CHGS/20409218/7-21-21/IHC	102.90



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0621-R&amp;B #1 TOTAL DISBURSEMNTS</b>					
	AUSTIN WHITE LIME COMPANY	225667	A	50.35 TONS QUICKLIME/INV#24011	7,680.57
	BROOKSIDE EQUIPMENT SALES, INC.	225532	A	BLADES/INV#IK02462	1,752.00
	COLORADO COUNTY OIL CO., INC.	225543	A	12 GALS GASOLINE/INV#436781	39.13
	COLORADO COUNTY OIL CO., INC.	225544	A	600 GALS GAS,1157 GALS DIESEL/437609	4,197.02
	COLORADO COUNTY OIL CO., INC.	225545	A	OIL & GREASE/INV#437839	1,056.16
	COLUMBUS BEARING & INDUST	225546	A	OIL & WD40/CUST#201425	66.70
	COLUMBUS BEARING & INDUST	225547	A	WRENCH & PLIERS/CUST#201425	32.24
	COLUMBUS BEARING & INDUST	225548	A	PARTS/CUST#201425	78.49
	DIAMOND CLEANING EQUIPMENT CO., INC	225549	A	PRESSURE WASHER REPAIRS/INV#2107841	1,142.43
	J & W FARM AND RANCH	225598	A	PARTS/ACCT #750	163.12
	JOHN DEERE FINANCIAL	225556	A	PARTS/ACCT#01042-62002	232.81
	LARRY'S SUPER SERVICE	225557	A	(3) TIRES/INV#0113097	662.70
	LARRY'S SUPER SERVICE	225558	A	TIRE REPAIR/INV#0113097	25.00
	SYNCB/AMAZON	225566	A	HP LASERJET M209DWE PRINTER	169.00
	WALLER COUNTY ASPHALT, INC	225572	A	25.1 TONS COLDMIX/INV#21495	2,585.30
	WALLER COUNTY ASPHALT, INC	225573	A	25.62 TONS COLDMIX/INV#21494	2,638.86
	DEPARTMENT TOTAL				22,521.53
	FUND TOTAL				22,521.53

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0622-PCT #2 TOTAL DISBURSEMNTS</b>					
	COLORADO COUNTY OIL CO., INC.	225582	A	170 GALS GAS,1010 GALS DIESEL/439443	2,767.03
	EDWARD J. SEIFERT OIL CO.	225583	A	HYDRAULIC OIL/INV#60575	675.00
	EWALD KUBOTA, INC.	225584	A	BLADES/INV#3A28138	187.04
	GORMAN UNIFORM RENTAL, INC	225585	A	UNIFORMS/INV#2621880,2623112	171.24
	GORMAN UNIFORM RENTAL, INC	225586	A	SHOP SUPPLIES/INV#2621880,2623112	53.06
	J & W PARTS	225491	A	PARTS/CUST#1430	136.06
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	225492	A	PARTS/INV#108246	211.42
	M&M WELDING	225597	A	REPAIRS TO JD TRACTOR/INV#JD2955	2,829.98
	M-G FARM SERVICE CENTER	225624	A	WELDING RODS/CUST#3310	15.99
	M-G FARM SERVICE CENTER	225625	A	FLAT IRON/CUST#3310	22.32
	M-G FARM SERVICE CENTER	225660	A	CLAMP & SMALL HOSE/CUST#3310	1.04
	PRIHODA GRAVEL CO.	225587	A	240 YDS PIT RUN RD GRAVEL/INV#13236	2,400.00
	SHOPPA'S FARM SUPPLY	225588	A	WINDOW GLASS FOR 5115M/INV#1341438	385.16
	SHOPPA'S FARM SUPPLY	225663	A	HYDRALIC CAP/INV#1342078	19.67
	STAVINOHHA TIRE PROS LLC	225589	A	TIRE REPAIR/INV#87619	50.00
	WALLER COUNTY ASPHALT, INC	225634	A	25.11 TONS COLD MIX/INV#21547	2,573.78
	WICK'S WESTERN AUTO	225590	A	FILTERS/CUST#5900	17.98
	WICK'S WESTERN AUTO	225591	A	STARTER ROPE/CUST#5900	2.40
	DEPARTMENT TOTAL				12,519.17
	FUND TOTAL				12,519.17





MINUTES OF THE COLORADO COUNTY  
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08/20/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT      CYCLE: ALL      PAGE 12  
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0554-CONSTABLE, PCT #4	DARRELL STANCIK	225639	A	CIVIL PROCESS CE TRAINING EXPS	919.76
	DEPARTMENT TOTAL				919.76
0560-COUNTY SHERIFF	JOHNNY'S SPORT SHOP	225621	A	AMMO FOR QUALIFYING	74.85
	TEEX	225664	A	BASIC COUNTY CORRECTIONS ONLINE	550.00
	DEPARTMENT TOTAL				624.85
	FUND TOTAL				1,544.61

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				164,261.06

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

COLORADO COUNTY, TEXAS AUGUST 16TH THRU 31ST PAID ON AUGUST 27, 2021		SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS
GENERAL FUND (DEDUCTIONS)	268,470.91	19,651.06 (19,651.05)	51,133.47 (8,002.34)	31,786.98 (18,295.13)		389,042.42	
RECORDS PRESERVATION (DEDUCTIONS)	0.00	0.00 (0.00)	0.00 (0.00)	0.00 (0.00)		0.00	TAC HEIP AIREVAC IMASA LINA PIC
R&B FCT #1 (DEDUCTIONS)	12,225.75	907.15 (907.15)	2,909.81 (312.85)	1,467.09 (916.93)		17,509.80	7386 7387 7388 7389 7390
R&B FCT #2 (DEDUCTIONS)	11,715.75	881.31 (881.31)	2,907.84 (155.89)	1,405.89 (878.68)		16,910.79	
R&B FCT #3 (DEDUCTIONS)	14,099.25	979.76 (979.76)	2,495.28 (1,292.14)	1,691.91 (1,057.44)		19,266.18	TEXAS CSOU TEXAS LIFE TRANSAMERICA NACO AFLAC TCDRS FED'L RESERVE BANK DENTAL SELECT VOYA GYM MEMBERSHIP
R&B FCT #4 (DEDUCTIONS)	11,114.75	806.62 (806.62)	2,489.93 (479.37)	1,333.77 (833.61)		15,745.07	
CO. ATTY FORFEITURE (DEDUCTIONS)	167.50	12.76 (12.76)	0.00 (0.00)	20.12 (11.73)		200.28	
ELECTIONS CONTRACT (DEDUCTIONS)	0.00	0.00 (0.00)	0.00 (0.00)	0.00 (0.00)		0.00	
SECURITY FUND (DEDUCTIONS)	200.00	15.30 (15.30)	0.00 (0.00)	24.00 (15.00)		239.30	
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00 (0.00)	0.00 (0.00)	0.00 (0.00)		0.00	Social Security Medicare Tax FED WH
CO. ATTY. SUPPLEMENTAL (DEDUCTIONS)	921.50	70.05 (70.05)	0.00 (0.00)	110.61 (69.11)		1,102.16	
TOTALS	315,915.41	23,324.00 (23,324.00)	61,936.32 (10,242.69)	37,840.37 (22,077.63)		440,016.10	EMPLOYER EMPLOYEE TCDRS
		46,648.00	72,178.91	59,916.00		145,186.21	
						12,286.94	CAD
						3,323.28	GWD
						1,101.74	COBRA
						1,221.76	RETIREE
						163,129.93	TAC INS

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

COLORADO COUNTY  
318 Spring St. - Room 104  
Columbus, Texas 78934  
(979) 432-1791

DISTRIBUTION  
White-Auditor  
Pink-Department

<b>VENDOR (Name and Address)</b> Austin Co Sheriff's Office HITCHESTERY ST KELLVILLE TX 77418				<b>PURCHASE ORDER</b> No. _____ Date <u>8</u> / <u>18</u> / <u>21</u> Month Day Year			
Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor <i>[Signature]</i>	Fund 15	Dept. 350	Expense 497	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
Quantity	DESCRIPTION				Unit Price	Amount	
	Colorado Co Forfeiture Fund to ACSO c/o Lt Damon Hagan					5000.00	
	Investigative Costs - Chapter 59						
						5000.00	
<input type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed				<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>			

Sheriff  
 Department  
*[Signature]*  
 Signature

**CONDITIONS AND INSTRUCTIONS**

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

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

**AUDITOR**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

***AUGUST  
2021***

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**



Form  
3072

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

County Name Colorado Co. Indigent Report for (Month/Year) 08/2021  
or  
Amendment of the Report for (Month/Year)

**I. REIMBURSABLE EXPENDITURES during This Report Month**

Physician Services	1.	\$628.57	
Prescription Drugs	2.	\$4,031.48	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$3,132.08	
Laboratory/X-Ray Services	5.	\$104.25	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$198.00	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures</b> (Add #1 through #11.)			<b>12. \$8,094.38</b>
<b>Reimbursements Received</b> (Do not include State Assistance.)	13.	(\$0.00)	
<b>6% Eligibility System Review Findings</b> (\$ in error)	14.	( )	
<b>Total to be Deducted</b> (Add #13 + #14.)			<b>15. (\$0.00)</b>
<b>Applied to State Assistance Eligibility/Reimbursement</b> (#12 minus #15)			<b>16. \$8,094.38</b>

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

<b>TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$</b>	<u>85,780.93</u>
<b>GRTL \$</b> <u>7,441,959.83</u>	
4% of GRTL \$	<u>297,678.39</u>
6% of GRTL \$	<u>446,517.59</u>
8% of GRTL \$	<u>595,356.79</u>

Signature of Person Submitting Form 3072

08/19/2021  
Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

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

*September, 2021*

**ACTIVE CASES:**

Marnie Jones  
Joe Mayorga  
Manuel Hernandez  
Carolyn Russell  
Brenda Ellison  
Cody Gillett  
Glenda Bartek

Albert Rios  
Justin Allan Jones  
Tommy Endsley  
LaKeith Williams  
Laverne Taylor  
Angelica Carrillo

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS: Glenda Bartek**

**APPLICATIONS PENDING [DISABILITY/SSI]:**

*(Approved SSI w/Medicaid)*

*(Income)*

*(Moved)* Linda Saucedo

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021



Colorado County EMS  
Commissioners Court  
July 2021 Statistics

**Calls by "Run Type"**

**July Net Collections: \$76,172.88**

- 911 Calls – **184**
- Emergency Transfers – **34**
- Non-Emergent Transfers – **13**
- Transfers DENIED – **4**
- Others, Standby, Mutual Aid etc. – **31**

**Total Number of Calls for June - 262**

**Calls by "Resident Status"**

- In County – **181**
- Out of County – **42**
- Jail Inmate – **0**
- In Custody – **4**

**Calls by "Disposition"**

- Transported – **187**
- Non-Transport – **75**

**Calls by Units Level of Care**

- Basic – **24**
- Advanced – **14**
- Paramedic – **224**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021

Calls by "County Scenes"

- **Columbus – 116**
  - Alleyton/Glidden - 7
  - Frelsburg/New Ulm – 5
  - Bernardo/Cat Spring - 3
- **Eagle Lake – 42**
  - Garwood/Nada – 4
  - Rock Island/Sheridan – 39
    - (Calls are higher in Sheridan territory due to daily Splashway reports).
  - Altair - 6
- **Weimar – 34**
- Sealy – 1
- La grange – 1



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
AUGUST 23, 2021**

- \_19. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)

**Commissioner Gertson stated he read in the paper that our taxes were going up \$1200 per household, I hope this gets corrected. Also, CR 103, culverts are being worked on. They moved some equipment into the Alleyton area, but no work has started.**

**Rebecka LaCourse, Election Administrator reminded everyone that election training started last week, and dates and times are posted on website.**

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

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

- \_21. Adjourn.

**Motion by Judge Prause to adjourn at 10:14 AM; seconded by Commissioner Kubesch.**

**An audio recording of this meeting of August 23, 2021 is available in the County Clerk's Office.**

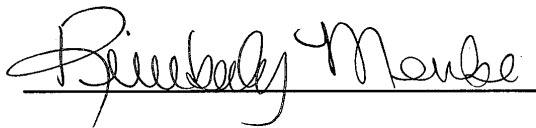
MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 23, 2021

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 23rd day of August 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 23rd day of August 2021.

Given under my hand and official seal of office this date August 23, 2021.

  
\_\_\_\_\_

