

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: April 25, 2022 – 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> for those individuals who wish to watch or listen remotely.

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 25th day April 2022, the Commissioners Court of Colorado
County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place
at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the
City of Columbus, Texas.**

The Following Members were present, to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Darrell Kubesch	Commissioner Precinct #2
Honorable Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
By: Marta Garica	Deputy Clerk

Kimberly Menke, County Clerk was unable to attend the meeting.

County Judge Ty Prause called the meeting to order at 9:03 A.M., followed by

Pledges to the United States Flag and Texas Flag.

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

April 25, 2022

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**

April 25, 2022

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2022 APR 21 PM 4:06

DATE OF MEETING: April 25, 2022 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

KIMBERLY NERKE
COUNTY CLERK

N.D.

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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 recognizing May 15, 2022 as Peace Officers Memorial Day and May 15 - 21, 2022 as National Police Week in Colorado County.
4. Proclamation recognizing May 1 - 7, 2022 as National Correctional Officers and Employees Week in Colorado County.
5. Proclamation recognizing May 5, 2022 as National Day of Prayer in Colorado County.
6. Accept donations presented by Behavioral Health Task Force for funding a Mental Health Deputy in Colorado County and create position of Mental Health Deputy within the Sheriff's Office. (Praise)
7. Application for Limited Land Division submitted by Tamara Toon to divide a 21.932 acre tract of land located in the John Cassady 1/3 League, Abstract No. 138, Precinct No. 1. (Wessels)
8. Application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 2103, Precinct No. 2. (Kubesch)
9. Application submitted by Colorado Valley Telephone to install buried copper cable on county right-of-way of Washington Street, Precinct No. 2. (Kubesch)
10. Application submitted by EOG Resources, Inc. to install two four inch pipes on county right-of-way of Wilde Road, Precinct No. 3. (Neuendorff)
11. Authority to purchase a water truck. (Neuendorff)
12. Revise Travel Reimbursement Policy. (Kana)
13. Authority to sell surplus and/or salvage property on GovDeals.com. (Kana)
14. Consider hosting a Catapult Health event for county employees. (Kana)
15. Discuss and consider adopting a burn ban to restrict outdoor burning as a safety hazard due to high winds and the potential that a fire may rapidly spread under current conditions pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Praise)
16. Consent Items:
 - a. Recognition of completion of cyber security awareness training as per HB 3834.
 - b. Certificate of Completion for Tax Assessor Collector Erica Kollaja for educational training PTEC 7- Property Tax Law.
 - c. Certification for continuing education for Treasurer Joyce Guthmann for 2022 County Management & Risk Conference.
 - d. Certification for continuing education for Auditor Raymie Kana for 2022 County Management & Risk Conference.
 - e. Executed Advance Funding Agreement between Texas Department of Transportation and Colorado County for:
 1. County Road 112 over Bucksrag Creek CSJ #0913-26-066.

**MINUTES OF THE COLORADO COUNTY
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2. Drymalla Road over Church Creek CSJ #0913-26-067.
 3. Sandy Creek Road over Sandy Creek CSJ #0913-26-068.
 - f. Performance Bond No. 58S215846 posted by EOG Resources, Inc.
 - g. Certificate of Liability Insurance posted by PrimeEnergy Resources Corporation (4/1/2022-4/1/2023).
- _17. Examine and approve all accounts payable and budget amendments.
- _18. 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)
- _19. Commissioners Court Members sign all documents and papers acted upon or approved.
- _20. Adjourn.

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

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__2. Public comments.

**Debbie Damon was present and spoke of a Town Hall Meeting that will take place on
May 4, 2022 from 6 to 8 PM.**

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

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.

Debbie Damon

Public Participation Form

Name (please print) Debbie Damon

Which agenda item do you wish to address? #2

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

Debbie Damon
Signature

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

**MINUTES OF THE COLORADO COUNTY
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April 25, 2022

**COLORADO COUNTY, TEXAS
TOWN HALL MEETING
NONPARTISAN OPEN FORUM AGENDA MEETING
WEDNESDAY, MAY 4, 2022**

6:00 PM – 8:00 PM

**NESBITT MEMORIAL LIBRARY
529 WASHINGTON STREET
COLUMBUS, TEXAS 78934**

**RESERVATIONS REQUIRED ~ 70 PERSON CAPACITY
SEND EMAIL CONFIRMING RESERVATION TO: LASHANNON71@GMAIL.COM**

MAY 7 & MAY 24, 2022 ELECTION CANDIDATES MUST MAKE RESERVATIONS AND SIGN- IN BEFORE APRIL 27, 2022. CANDIDATES WILL BE GIVEN 2 MINUTES TO MAKE THEIR PRESENTATION. ENCOURAGE WRITTEN FORMAT PRESENTED AT THE MEETING.

- ~ Call to Order & Moderator (Dwain Dungen)
- ~ Pledge of Allegiance and Invocation (Walt Glasscock ?)

MAY 7, 2022 ELECTIONS

- ~ Columbus, Texas City Council Place 3 Candidates
Paige Sciba
Cynthia J. Penney
- ~ Columbus, Texas City Council Place 4 Candidates
Bobbie Gustus
Michael Ridlen
Cheryl Cook
- ~ Columbus, Texas City Council Place 5 Candidate
Chuck Rankin (Unopposed)
- ~ Eagle Lake, Texas City Council Candidates (Mayor)
Tim Kelley
Anthony Johnson

**MINUTES OF THE COLORADO COUNTY
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~ **Eagle Lake, Texas Alderman**

**Dianne Birdie Aguilera
Larry Contreras
Amy Maxwell**

~ **Eagle Lake, Texas Rice Consolidated ISD Position 5**

**Bridget Belman
Sandra Dee Flowers
Kurt Rogers**

~ **Weimar, Texas School District Place 5**

**Stephen N. Williams
Jason A. Long
Jim Sanders**

~ **Weimar, Texas School District Place 6**

**Joni Van Houten
Rex Kloesel**

~ **Weimar, Texas School District Place 7**

**Jeremy Maupin
Pete Zinnante
Terry Owens Braun
Leah Newby**

MAY 24, 2022 ELECTIONS

~ **State Attorney General**

**George P. Bush
Ken Paxton**

~ **Commissioner of the General Land Office**

**Dawn Buckingham
Tim Westley**

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~ **State Representative, District 85**

**Stan Kitzman
Phil W. Stephenson**

~ **Colorado County Commissioner Pct. 2**

**Ryan P. Brandt
Bob Christen**

~ **Citizens' Presentation and Comments – Open Forum Agenda Items**

(Upcoming propositions can be placed as an agenda item?????)

a. State of Texas Proposition 1-Property Tax Limit Reduction for Elderly and Disabled Residents Amendment

b. State of Texas Proposition 2-Increased Homestead Exemption for School District Property Taxes Amendment

c. CISD \$90M Bond Election

d. Endeavors Immigrant Housing Project, Eagle Lake, TX

e.

~ **Adjournment**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

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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) Pastor Victor Morrison Pic. taken
Which agenda item do you wish to address? 5 list of names
In general, are you for or against this agenda item? For Against on back

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.

A OVER A

MINUTES OF THE COLORADO COUNTY
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Lana Cruse - Columbus Christian Women's Organ

Dr. Mazie Lettwich

Pastor Mark Brechin

Pastor Daniel & Kimberly Poré

**MINUTES OF THE COLORADO COUNTY
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- __3. Proclamation recognizing May 15, 2022 as Peace Officers Memorial Day and May 15 - 21, 2022 as National Police Week in Colorado County.**

Judge Prause read Proclamation to the court recognizing May 15, 2022 as Peace Officers Memorial Day and May 15 - 21, 2022 as National Police Week in Colorado County.

Present today from law enforcement were Sheriff, R H "Curly" Wied and Lt. Troy Neisner.

Motion by Judge Prause to approve Proclamation recognizing May 15, 2022 as Peace Officers Memorial Day and May 15 - 21, 2022 as National Police Week in Colorado County; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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April 25, 2022



NATIONAL POLICE WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as National Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

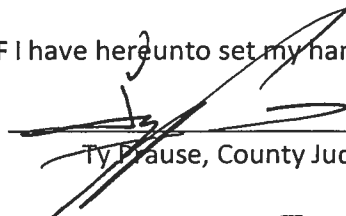
WHEREAS, the members of the combined Colorado County Law Enforcement agencies play an essential role in safeguarding the rights and freedoms of the citizens of Colorado County; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their local peace officers, and that members of our local law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation.

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Colorado County, call upon all citizens to observe the week of May 15 - 21, 2022, in which May 15 falls, as Police Week by commemorating and thanking our peace officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.


WE FURTHER call upon all citizens to observe May 15 as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS, WHEREOF I have hereunto set my hand this 25th day of April 2022.


Ty Frause, County Judge


Doug Wessels, Commissioner Pct. 1


Darrell Kubesch, Commissioner Pct. 2


Keith Neuendorff, Commissioner Pct. 3


Darrell Gertson, Commissioner Pct. 4

**MINUTES OF THE COLORADO COUNTY
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- __4. Proclamation recognizing May 1 - 7, 2022 as National Correctional Officers and Employees Week in Colorado County.**

Judge Prause read Proclamation to the court recognizing May 1 - 7, 2022 as National Correctional Officers and Employees Week in Colorado County. Picture was taken with Law Enforcement from Colorado County that were present in the court room.

Motion by Judge Prause to approve Proclamation recognizing May 1 - 7, 2022 as National Correctional Officers and Employees Week in Colorado County; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**PROCLAMATION OF THE COLORADO COUNTY
COMMISSIONERS COURT**

**NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES
WEEK MAY 1 - 7, 2022**

WHEREAS, National Correctional Officers Week was first proclaimed on May 5, 1984, by President Ronald Reagan when he signed Proclamation 5187 creating "National Correctional Officers Week", to recognize the men and women who work in jails, prisons and community corrections across the country; and

WHEREAS, National Correctional Officers and Employees Week became the official name the first full week in May when, in 1986, the US Senate officially changed the name from "National Correctional Officers Week"; and

WHEREAS, National Correctional Officers and Employees Week has been designated as the week of May 1, 2022 through May 7, 2022, by the US Department of Justice and the Federal Bureau of Prisons; and

WHEREAS, National Correctional Officers and Employees Week honors the work of correctional officers and correctional personnel for their service with honor, respect and integrity; and

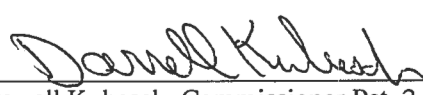
WHEREAS, National Correctional Officers and Employees Week raises awareness of the duties, hazards and sacrifices made by the Correctional Workers; and

WHEREAS, National Correctional Officers and Employees Week in Colorado County recognizes employees of the Colorado County Sheriff's Office Corrections Division for their role in safeguarding the citizens of Colorado County by providing safe, secure and humane incarceration of offenders within their custody.

NOW THEREFORE, BE IT RESOLVED that we the Commissioners Court of Colorado County, hereby proclaim the week of May 1, 2022 through May 7, 2022, as "National Correctional Officers and Employees Week", and urge all citizens to join in honoring the men and women whose diligence and professionalism keep our county and citizens safe.


Ty Prasse, County Judge


Doug Wessels, Commissioner Pct. 1


Darrell Kubesch, Commissioner Pct. 2


Keith Neuendorff, Commissioner Pct. 3


Darrell Gertson, Commissioner Pct. 4

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

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- __5. Proclamation recognizing May 5, 2022 as National Day of Prayer in Colorado County.**

Judge Prause read Proclamation to the court recognizing May 5, 2022 as National Day of Prayer in Colorado County.

Motion by Judge Prause to approve Proclamation recognizing May 5, 2022 as National Day of Prayer in Colorado County; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**A PROCLAMATION for
National Day of Prayer**

WHEREAS: The 71st observance of the National Day of Prayer will be held on Thursday, May 5, 2022, with the theme "Exalt the Lord who has Established Us" based on Colossians 2:6-7; and

WHEREAS: A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches, in groups and as individuals"; and

WHEREAS: The United States Congress, in 1988 by Public Law 100-307, as amended, establishes, "An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated"; and

WHEREAS: Leaders and citizens of our communities, cities, states and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and


WHEREAS: Recognizing the love of God, we, citizens of Colorado County, Texas, treasure the freedom to gather in prayer, exercising reliance on God's power in the face of present challenges and threats, asking for His blessing on every individual of our county.

NOW, THEREFORE, I, Ty Prause, the County Judge of Colorado County, Texas, do hereby proclaim, **May 5, 2022**, as a

DAY OF PRAYER

throughout the County of Colorado and I commend this observance to all of our citizens.

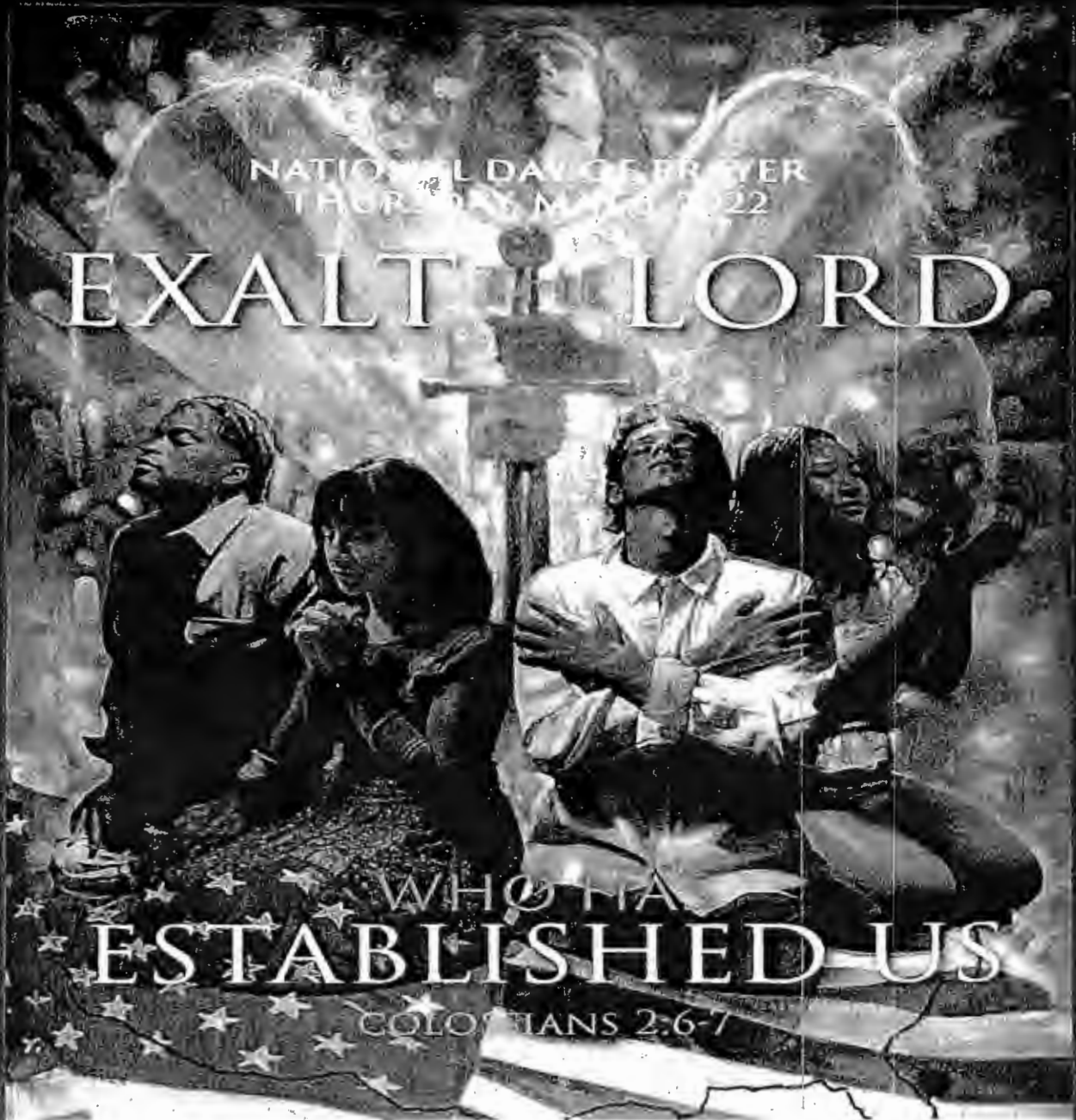
IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of Colorado County, Texas to be affixed on this 25th day of April, 2022.



Ty Prause, County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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NATIONAL DAY OF PRAYER

THURSDAY MAY 5, 2022

NOON

COURTHOUSE LAWN



WWW.NATIONALDAYOFPRAYER.ORG

**MINUTES OF THE COLORADO COUNTY
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- __6.** Accept donations presented by Behavioral Health Task Force for funding a Mental Health Deputy in Colorado County and create position of Mental Health Deputy within the Sheriff's Office. (Prause)

Dr. Mazie Leftwich with Behavioral Health Task Force was present to answer questions from the court. \$163,000.00 was donated to Colorado County for funding a Mental Health Deputy in Colorado County and create position of Mental Health Deputy within the Sheriff's Office; Motion by Judge Prause to accept donations that were tendered and given to the County Auditor ; seconded by Commissioner Gertson; discussion followed by the court; Judge called for questions; 4 ayes 1 nay (Kubesch); motion carried; it was so ordered.

- __7.** Application for Limited Land Division submitted by Tamara Toon to divide a 21.932 acre tract of land located in the John Cassady 1/3 League, Abstract No. 138, Precinct No. 1. (Wessels)

Motion by Commissioner Wessels to approve Application for Limited Land Division submitted by Tamara Toon to divide a 21.932 acre tract of land located in the John Cassady 1/3 League, Abstract No. 138, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2022 APR 21 AM 9:25

KIMBERLY MENKE
COUNTY CLERK

M.D.

Name of person(s) dividing property: Tomara Toon
Address: PO BOX 103 Rock Island 77470
Work phone: 979 645-0450 Home phone: 979-255-0041
Precinct where property located: 1 Pct. Commissioner: Doug Wessells Wessells
Size of Original Tract before division: 21.932 acres 4 4
Size of Remainder Tract after division: 7.271 acres
Size of each new lot: 1. 2 acres 2. 3.073 acres
3. 4.889 acres 4. 3.899 acres
Surveyor's Name: Pat Doyle
Surveyor's Address: 131 Commerce St. D1072, TX 77531
Surveyor's work phone: 979-265-3622
Has there been a prior Limited Land Division of the Original Tract? No
If so, state the number of tracts and date divided: _____

I am the owner of 21.932 acres of land (size of original tract) out of the John Cassidy 1/3 League Abstract-130 Survey, Abstract # 130, Colorado County, Texas, which was conveyed to me by deed, dated 3-18-22, and recorded in Volume 994, Page 96, Colorado County Deed/Official Records.

I seek approval to subdivide 4.66 acres of land (total size of all new lots) out of the Original Survey, in accordance with the attached plat, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients of the property shown herein, the use of the streets and/or easements shown.

I understand that construction or other development within this Limited Land Division may not begin until all Colorado County development requirements have been met.

I understand that no structure in this Limited Land Division shall be occupied until:

1. it is connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Colorado County; and
2. it is connected to an individual water supply, state-approved community

MINUTES OF THE COLORADO COUNTY
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water system, or engineered rainwater collection system.

I understand that all drainage easements shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.

I further understand that this exemption from Colorado County Road Standards for this property division is based on the presumption of four (4) new lots or fewer. Any re-division that results in a greater number of lots may trigger a requirement that the road(s) be built according to the Colorado County Road and Drainage Standards and Specifications. I realize that Colorado County is under no obligation to pave the unpaved roads in the subdivision.

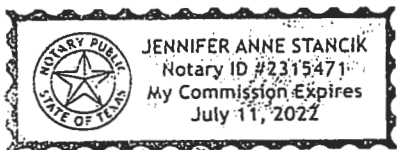
I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within 1/2 mile of a city of less than 5,000 people and within one mile of a city with a population between 5,000 and 24,999.)

This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

Attached to this application are one (1) original plat on twenty-pound bond paper for recording and two (2) copies on standard bond paper.

Jam Moon
Applicant's Signature

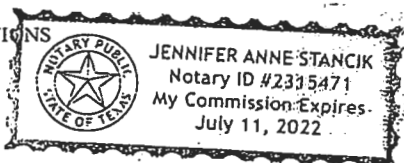
SWORN TO AND SUBSCRIBED before me on this the 21 day of April, 2022.



Jennifer Stancik
Notary Public, State of Texas

Tou W
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 21 day of April, 2022.



Jennifer Stancik
Notary Public, State of Texas

MINUTES OF THE COLORADO COUNTY
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CERTIFICATION BY SURVEYOR

I have provided one (1) original plat on twenty-pound bond paper for recording and two (2) copies on standard bond paper.

I hereby certify by the checkmark or "x" next to each item below that the plat that I have prepared includes the following:

- A title of "Limited Land Division"
- North arrow and date
- At least two corners of the remainder tract
- Location of new lots in relation to original survey
- Acreage and dimensions of all new lots
- Bearings & dimensions of lot boundaries
- Location and description of all easements (ALL EASEMENTS THAT I AM AWARE OF HAVE BEEN SHOWN OR REFERENCED)
- Buildings and ponds (approximate location) (NO BUILDINGS OR PONDS APPEAR TO EXIST ON THE PROPERTY)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary (A PORTION OF THIS PROPERTY APPEARS TO BE LOCATED IN ZONE "A" 100 YEAR FLOODPLAIN)
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 1/2 x 14 with 1/2 inch margin at the top and 1/4 inch margin on sides

- Certification by surveyor: "I, Wm. Patrick Doyle, a Texas Registered Professional Land Surveyor, certify that this plat has been prepared in accordance with the Subdivision Rules of Colorado County. All existing pipeline easements within the limits of the subdivision have been shown."

- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089 C 0550D, dated February 4, 2011." OR

 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____."

Wm. Patrick Doyle
SURVEYOR (print)

Wm. Patrick Doyle
SURVEYOR (signature)

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

April 25, 2022

- __8. Application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 2103, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 2103, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

Application

Applicant Company: Colorado Valley Telephone

Contact Person: Brian R Mueller

Address: 4915 South US Hwy 77

LaGrange, Texas 78945

Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :

On Colorado County ROW of CR 2103 40' North of the intersection with Menis Rd to 490'

South of the intersection with Menis Rd.

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

Installing Buried Fiber Optic cable in 1.25" duct by plowing from and existing handhole 40' South

along the West ROW, then boring to the East ROW and plowing 490' South to a new pedestal.

04-14-2022
Date

Brian R Mueller
Signature of Firm Name Representative

Brian R Mueller
Printed Name of Firm Name Representative

MINUTES OF THE COLORADO COUNTY
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April 25, 2022



CR 2103

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

April 25, 2022

Agreement

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

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

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

April 25, 2022

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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April 25, 2022

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

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

MINUTES OF THE COLORADO COUNTY
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April 25, 2022

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.

04/14/2022
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 25th day of April, 2022.

4-25-22
Date

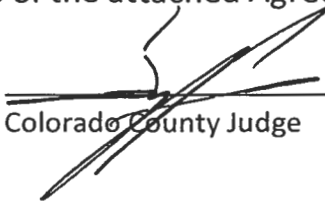
[Signature]
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022

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.

4-25-22
Date


Colorado County Judge

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

April 25, 2022

- __9. Application submitted by Colorado Valley Telephone to install buried copper cable on county right-of-way of Washington Street, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application submitted by Colorado Valley Telephone to install buried copper cable on county right-of-way of Washington Street, Precinct No. 2; 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

April 25, 2022

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

Application

Applicant Company: Colorado Valley Telephone

Contact Person: Brian R Mueller

Address: 4915 South US Hwy 77

LaGrange, Texas 78945

Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :

On Colorado County ROW of Washington St 60' East of the intersection with Main St and 190'

West of the intersection with FM 532 within the community of Oakland.

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

Installing Buried Copper cable by boring under Washington St from the South ROW to the North

ROW to an existing copper pedestal.

04-14-2022
Date

Brian R. Mueller
Signature of Firm Name Representative

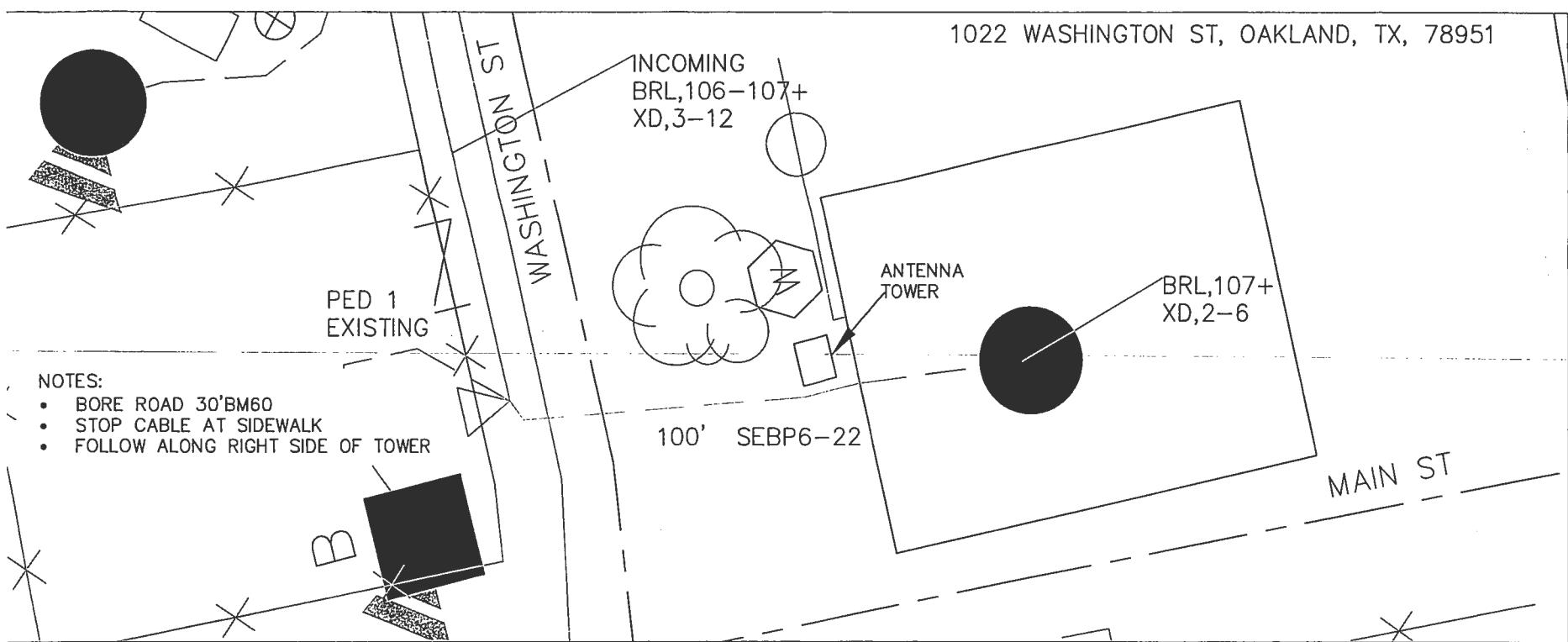
Brian R Mueller
Printed Name of Firm Name Representative

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



1022 WASHINGTON ST, OAKLAND, TX, 78951

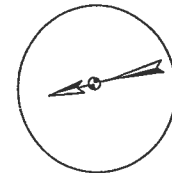


NOTES:

- BORE ROAD 30'BM60
- STOP CABLE AT SIDEWALK
- FOLLOW ALONG RIGHT SIDE OF TOWER

PED NO.	WBO	BM60	SEBP6-22	SUB NO																			
1	1																						
		30	100																				
NID																							
TOTAL	1	1	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Colorado Valley Telephone Coop Inc.
 EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BR2-661
 BY: H.HENGST
 JOB NO. 32-221157
 PROJ. DESC. OAKLAND VFD
 AS BUILT DATE 2022



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

April 25, 2022

Agreement

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

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

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

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

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17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
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 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
 1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
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**MINUTES OF THE COLORADO COUNTY
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21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

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

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

04/14/2022
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 25th day of April, 2022.

4-25-22
Date

[Signature]
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

Permit

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

Date

4-25-22


Colorado County Judge

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

April 25, 2022

- _10. Application submitted by EOG Resources, Inc. to install two four inch pipes on county right-of-way of Wilde Road, Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve Application submitted by EOG Resources, Inc. to install two four inch pipes on county right-of-way of Wilde Road, Precinct No. 3; 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

April 25, 2022

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

Application

Applicant Company: EOG Resources, Inc.

Contact Person: Conlen Jones

Address: 1600 N Sarah Dewitt Dr., Suite 218
Gonzales, TX 78629

Phone: 281-630-0111 Fax: _____

Location of right-of-way for proposed construction/installation/repairs in Precinct 3 :

Covers 2 Bore's on Wilde Rd

Description of right-of-way work to be performed: (2) 4" pipes will be Bored
under Wilde Rd in compliance with local and state regulations

4-18-2022

Date



Signature of Firm Name Representative

Levi Garcia

Printed Name of Firm Name Representative

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

April 25, 2022

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**

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7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
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13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

**MINUTES OF THE COLORADO COUNTY
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April 25, 2022

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
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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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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.

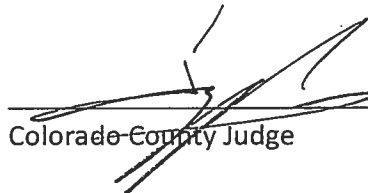
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

4-18-2022
Date


Applicant

Approved by Commissioners Court on the 25th day of April, 2022.

4-26-22
Date


Colorado County Judge

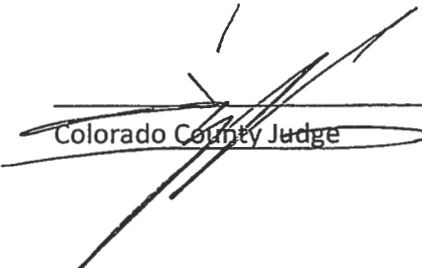
MINUTES OF THE COLORADO COUNTY
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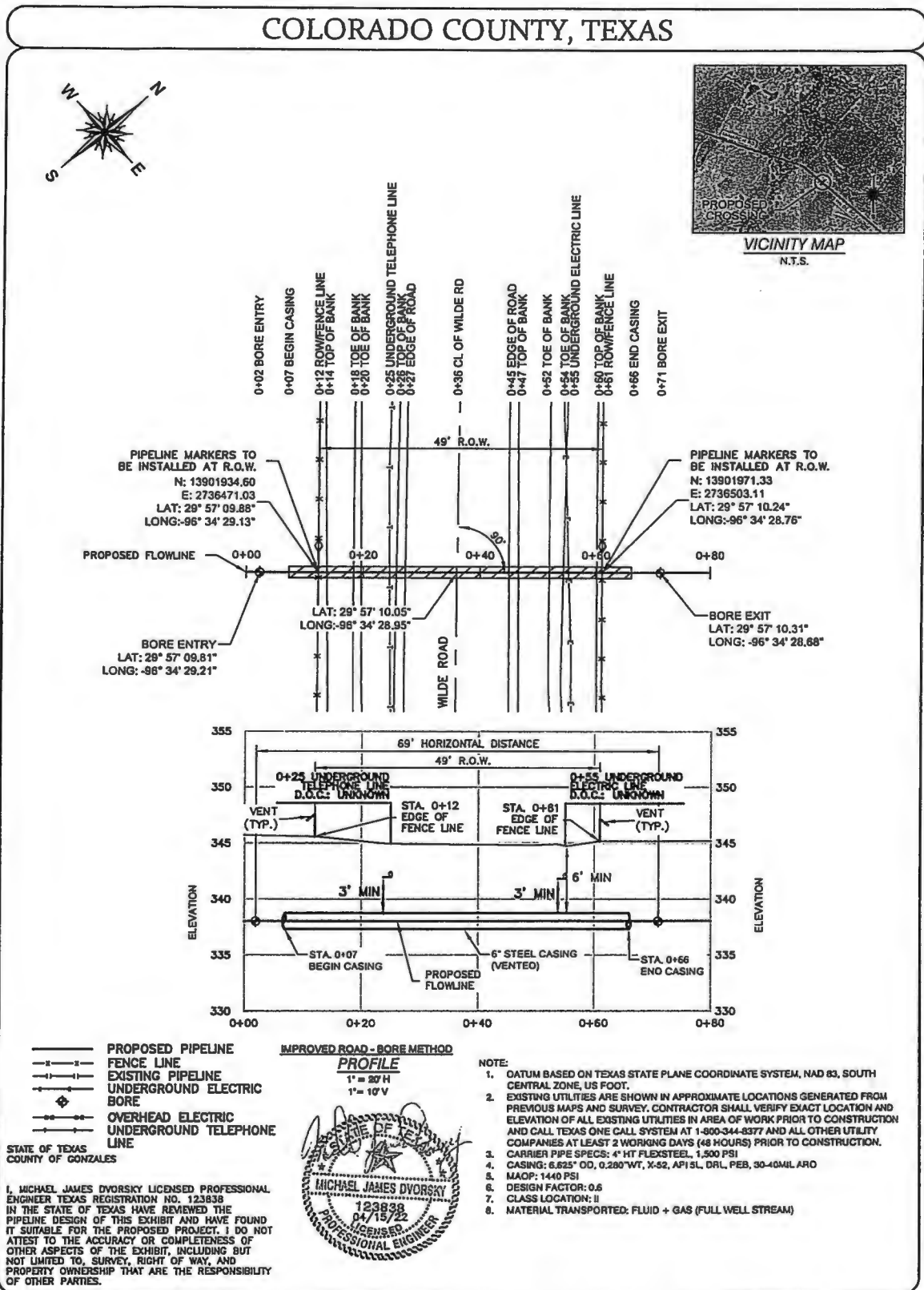
Permit

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

4-26-22
Date


Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
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April 25, 2022**



ROAD CROSSING PERMIT		DRAWN	MA	DATE
 EOG RESOURCES, INC 10100 REUNION PLACE, SUITE 700 SAN ANTONIO, TEXAS 78216 866.833.4200 TBPLS FIRM NO. 10194153 WWW.ATWELL-GROUP.COM		CHECKED	RC	DATE 04/14/2022
		ENGINEER	MJD	DATE
		SCALE	1" = 20'	PAGE 1 OF 1
REV#	DATE	DESC.		
0		GLADIATOR 2H PL - WILDE		
		JOB NO.	22002250	
		AFE NO.		

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

Case:EOG Resources	Project:Gladiator 2H Flowlines
API 1102 - Pipeline Crossing Highway (Gas)	Date:04/15/2022

Pipe Description:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Location Class	2
Nominal Pipe Diameter	6-5/8 inch	Design Factor	0.60
Outside Diameter	6.625 inch	Joint Type	API 5L Seamless
Wall Thickness	0.280 inch	Longitudinal Joint Factor	1.0
Wall Thickness in Analysis	0.280 inch	Youngs Modulus of Elasticity	29000000.00 psi
Pipe Grade	X52	Poisson's Ratio	0.3
SMYS	52000 psi	Coefficient of Thermal Expansion	0.0000065 1/deg F
Wall Thickness in Analysis may differ from pristine pipe wall thickness, as determined from engineering judgement of available data			

Operational Parameters:		T - Temperature Derating Factor:	
Operating Temperature	60.0 deg F	Temperature	250.0 or less deg F
Operating Pressure	1440.00 psi	Temperature Derating Factor	1.000

Installation and Site Characteristics:			
Soil Characteristics:		Soft to medium clays and silts with high plasticities	
E' - Modulus of Soil Reaction	200.00 psi	Pipe Depth	6.00 ft
Er - Resilient Modulus	5000.00 psi	Bored Diameter	6.625 inch
Average Unit Weight of Soil	120.00 lb/r3	Allowable Total Stress Factor	0.6
		Installation Temperature	80.0 deg F
Pavement Type:	Flexible	Design Wheel Load from Single Axle	36000.00 lbf
Impact Factor Method:	ASCE - Highway	Design Wheel Load from Tandem Axles	36000.00 lbf

Stress Check Method:			
API 1102 Procedure		Safety Factor for Effective Stress	
Safety Factor for Girth Welds		Safety Factor for Longitudinal Welds	

Results			
Hoop Stress	17035.72 psi	Highway Stiffness Factor for Cyclic Longitudinal Stress	9.3
Allowable Hoop Stress	31200.00 psi	Highway Geometry Factor for Cyclic Longitudinal Stress	1.33
Stiffness Factor for Earth Load Circumferential Stress	757	Cyclic Longitudinal Stress	4546.00 psi
Burial Factor for Earth Load Circumferential Stress	1.33	Maximum Circumferential Stress	19854.00 psi
Excavation Factor for Earth Load Circumferential Stress	0.83	Maximum Longitudinal Stress	13325.01 psi
Circumferential Stress from Earth Load	382.00 psi	Maximum Radial Stress Result	-1440.00 psi
Impact Factor	1.47	Total Effective Stress	18895.34 psi
Critical Case: Tandem Axles	250	Allowable Effective Stress	31200.00 psi
Highway Stiffness Factor for Cyclic Circumferential Stress	7.6	Fatigue Resistance of Girth Welds	7200.00 psi
Highway Geometry Factor for Cyclic Circumferential Stress	1.13	Fatigue Resistance of Longitudinal Welds	12600.00 psi
Cyclic Circumferential Stress	3156.00 psi		

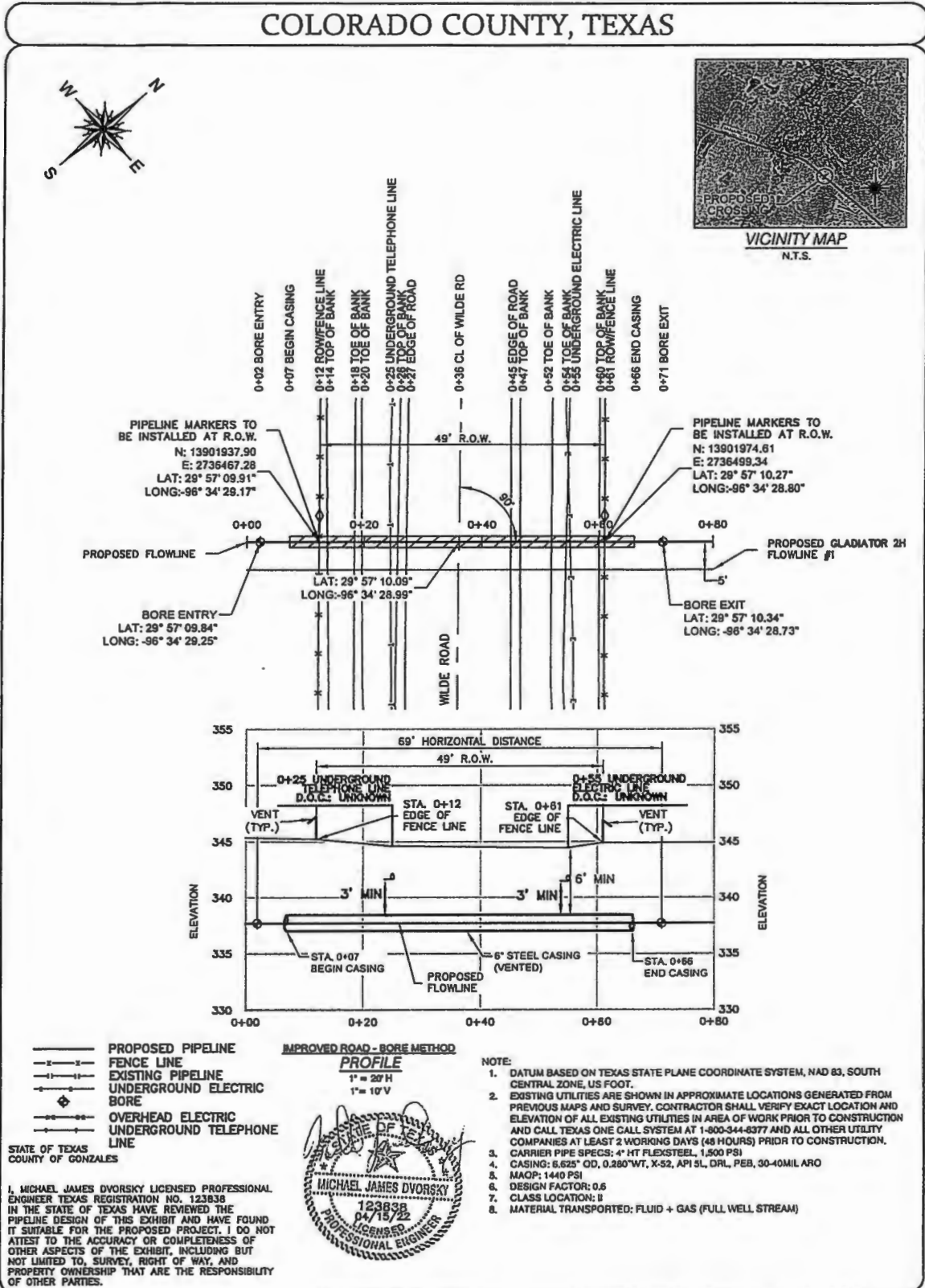
Stress	Calculated psi	Allowable psi	PASS/FAIL
Barlow Stress	17036.00	31200.00	
Effective Stress	18895.30	31200.00	
Girth Welds	4545.60	7200.00	
Long. Welds	3156.00	12600.00	

Notes:

Reference:API RP 1102 "Steel Pipelines Crossing RailRoads And Highways"

Prepared By:Tim McClelland	Approved By:	Prepared Using: Pipeline Toolbox
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**



ROAD CROSSING PERMIT		DRAWN	MA	DATE
<p align="center">EOG RESOURCES, INC GLADIATOR 2H - FLOWLINE #2 WILDE ROAD COLORADO COUNTY, TEXAS</p>		CHECKED	RC	DATE 04/14/2022
		ENGINEER	MJD	DATE
		SCALE	1" = 20'	PAGE
REV#	DATE	DESC.		
0		GLADIATOR 2H PL - WILDE		
REV.	DRAWING NAME	JOB NO.	22002250	
		AFE NO.		

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

April 25, 2022

Case:EOG Resources	Project:Gladiator 2H Flowlines
API 1102 - Pipeline Crossing Highway (Gas)	Date:04/15/2022

Pipe Description:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Location Class	2
Nominal Pipe Diameter	6-5/8 inch	Design Factor	0.60
Outside Diameter	6.625 inch	Joint Type	API 5L Seamless
Wall Thickness	0.280 inch	Longitudinal Joint Factor	1.0
Wall Thickness in Analysis	0.280 inch	Youngs Modulus of Elasticity	29000000.00 psi
Pipe Grade	X52	Poisson's Ratio	0.3
SMYS	52000 psi	Coefficient of Thermal Expansion	0.0000065 1/deg F
Wall Thickness in Analysis may differ from pristine pipe wall thickness, as determined from engineering judgement of available data			

Operational Parameters:		T - Temperature Derating Factor:	
Operating Temperature	60.0 deg F	Temperature	250.0 or less deg F
Operating Pressure	1440.00 psi	Temperature Derating Factor	1.000

Installation and Site Characteristics:			
Soil Characteristics:		Soft to medium clays and silts with high plasticities	
E' - Modulus of Soil Reaction	200.00 psi	Pipe Depth	6.00 ft
Er - Resilient Modulus	5000.00 psi	Bored Diameter	6.625 inch
Average Unit Weight of Soil	120.00 lb/ft3	Allowable Total Stress Factor	0.6
		Installation Temperature	80.0 deg F
Pavement Type:	Flexible	Design Wheel Load from Single Axle	36000.00 lbf
Impact Factor Method:	ASCE - Highway	Design Wheel Load from Tandem Axles	36000.00 lbf

Stress Check Method:			
API 1102 Procedure		Safety Factor for Effective Stress	
Safety Factor for Girth Welds		Safety Factor for Longitudinal Welds	

Results			
Hoop Stress	17035.72 psi	Highway Stiffness Factor for Cyclic Longitudinal Stress	9.3
Allowable Hoop Stress	31200.00 psi	Highway Geometry Factor for Cyclic Longitudinal Stress	1.33
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Impact Factor	1.47	Total Effective Stress	18895.34 psi
Critical Case: Tandem Axles	250	Allowable Effective Stress	31200.00 psi
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Highway Geometry Factor for Cyclic Circumferential Stress	1.13	Fatigue Resistance of Longitudinal Welds	12600.00 psi
Cyclic Circumferential Stress	3156.00 psi		

Stress	Calculated psi	Allowable psi	PASS/FAIL
Bartlow Stress	17036.00	31200.00	PASS
Effective Stress	18895.30	31200.00	PASS
Girth Welds	4545.60	7200.00	PASS
Long. Welds	3156.00	12600.00	PASS

Notes:

Reference:API RP 1102 "Steel Pipelines Crossing RailRoads And Highways"

Prepared By:Tim McClelland	Approved By:	Prepared Using: Pipeline Toolbox
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Pipe Specification Sheet

www.flexsteelpipe.com

ONSHORE PIPE SPECIFICATIONS

US CUSTOMARY UNITS

MAOP/ANSI Class	750psi ANSI 300		1,000psi ANSI 400			1,500psi ANSI 600					2,250psi ANSI 900				3,000psi ANSI 1200		
	4	6	3	4	8	2	3	4	6	8	2	3	4	6	2	3	4
Nominal Size (in)																	
Reel Length (ft)	2,920	1,247	4,560	2,920	607	6,578	3,904	2,247	1,099	591	4,462	2,887	1,804	820	4,298	2,444	1,362

Dimensions

Pipe Inside Diameter (in)	3.669	5.604	2.821	3.669	7.625	1.939	2.821	3.669	5.604	7.625	1.939	2.821	3.669	5.604	1.939	2.821	3.669
Pipe Outside Diameter (in)	4.576	6.931	3.650	4.608	9.253	2.689	3.682	4.688	7.083	9.325	2.801	3.762	4.760	7.211	2.801	3.834	4.888
Storage Bend Radius, SBR (ft)	3.4	5.2	2.7	3.4	6.9	2.0	2.7	3.5	5.3	7.0	2.1	2.8	3.6	5.4	2.1	2.9	3.6
Operating Bend Radius, OBR (ft)	3.4	5.2	2.7	3.4	6.9	2.0	2.7	3.5	5.3	7.0	2.1	2.8	3.6	5.4	2.1	2.9	3.6

Weights

Weight Empty in Air (lb/ft)	4.6	9.2	3.3	5.1	19.5	2.3	3.7	6.9	14.1	22.5	3.3	5.4	8.4	18.1	3.5	6.2	11.0
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Pressures

Factory Test Pressure (psi)	975	975	1,300	1,300	1,300	1,950	1,950	1,950	1,950	1,950	2,925	2,925	2,925	2,925	3,900	3,900	3,900
Burst Pressure (psi)	1,500	1,500	2,000	2,000	2,000	3,000	3,000	3,000	3,000	3,000	4,500	4,500	4,500	4,500	6,000	6,000	6,000

Flow Properties

Absolute Roughness, ϵ (ft)	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06	5.0E-06
Relative Roughness, ϵ/D	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06
Hazen-Williams Coefficient, C	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150

Thermal Properties

Maximum Temperature (°F)	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140
OHTC, U (based on ID) BTU/hr-ft ² °F	5.08	3.39	5.76	5.10	2.98	6.73	5.78	5.13	3.42	2.99	6.85	5.83	5.15	3.44	6.85	5.87	5.20

Mechanical Properties

Bending Stiffness, EI (lb-ft ²)	6,314	33,063	2,769	6,387	91,303	919	2,816	6,591	34,260	92,658	1,017	2,950	6,803	35,462	1,018	3,088	7,271
Spooling Tension (lb)	541	1,236	373	540	1,915	228	373	538	1,226	1,913	233	374	539	1,225	233	377	546
Maximum Installation Tension (lb)	8,000	20,000	8,000	11,000	40,000	3,800	8,000	15,000	25,000	40,000	10,500	9,000	20,000	30,000	10,500	14,000	22,000



Pipe Specification Sheet

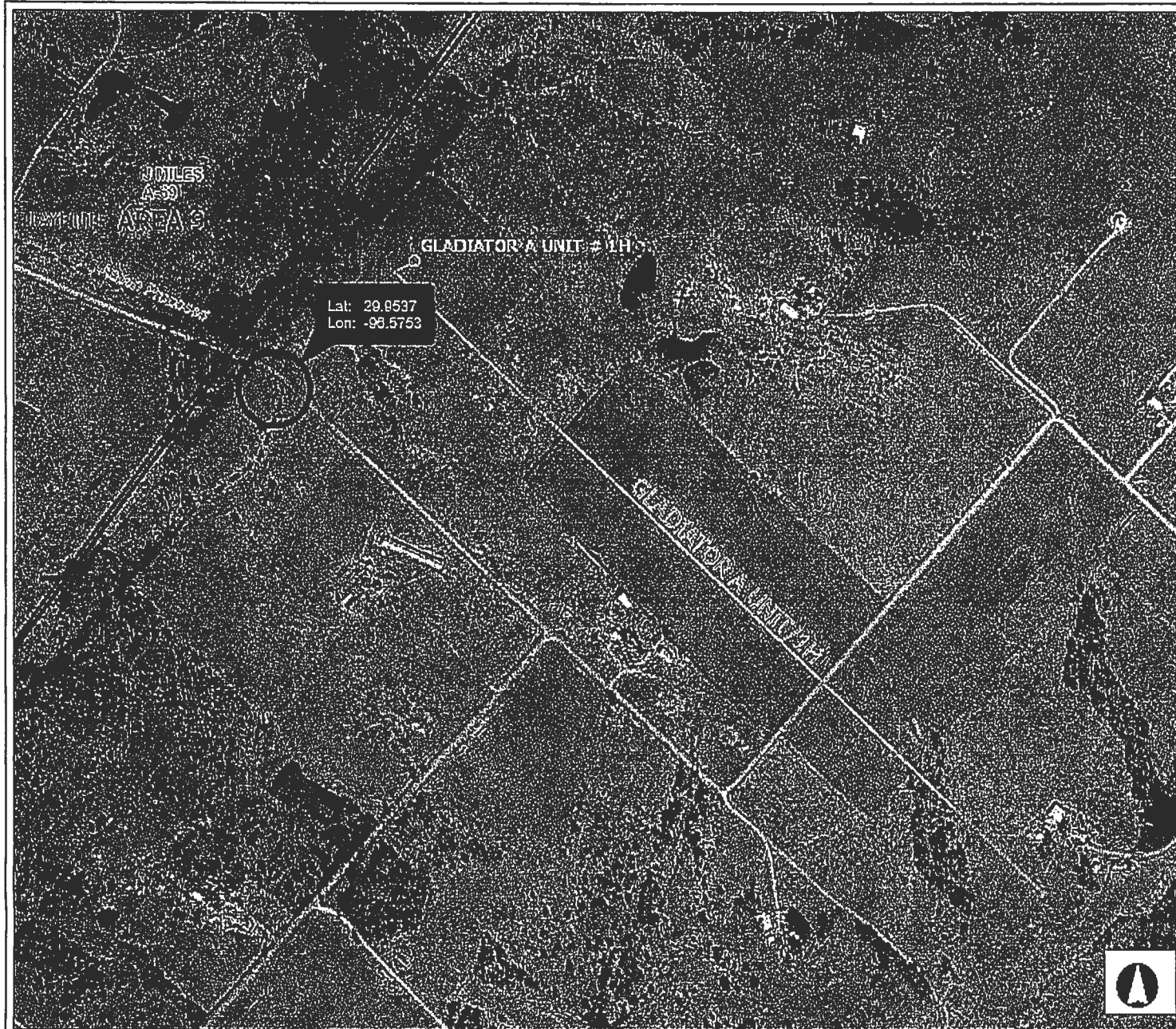
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ONSHORE PIPE SPECIFICATIONS

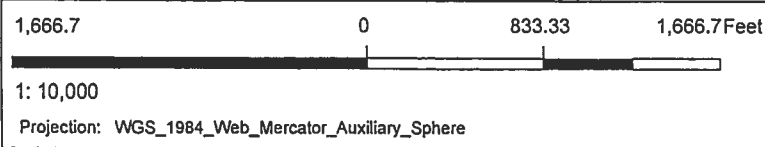
METRIC																	
MAOP/ANSI Class	50 bar ANSI 300		70 bar ANSI 400			100 bar ANSI 600					155 bar ANSI 900				200 bar ANSI 1200		
Nominal Size (In)	4	6	3	4	8	2	3	4	6	8	2	3	4	6	2	3	4
Reel Length (m)	890	380	1,390	890	185	2,005	1,190	685	335	180	1,360	880	550	250	1,310	745	415
Dimensions																	
Pipe Inside Diameter (mm)	93.2	142.3	71.7	93.2	193.7	49.3	71.7	93.2	142.3	193.7	49.3	71.7	93.2	142.3	49.3	71.7	93.2
Pipe Outside Diameter (mm)	116.2	176.1	92.7	117.1	235.0	68.3	93.5	119.1	179.9	236.9	71.1	95.5	120.9	183.2	71.1	97.4	124.2
Storage Bend Radius, SBR (m)	1.04	1.58	0.83	1.05	2.10	0.61	0.84	1.07	1.61	2.12	0.64	0.86	1.08	1.64	0.64	0.87	1.11
Operating Bend Radius, OBR (m)	1.04	1.58	0.83	1.05	2.10	0.61	0.84	1.07	1.61	2.12	0.64	0.86	1.08	1.64	0.64	0.87	1.11
Weights																	
Weight Empty In Air (kg/m)	6.9	13.7	5.0	7.6	29.0	3.4	5.6	10.3	21.0	33.5	5.0	8.0	12.5	27.0	5.2	9.2	16.3
Pressures																	
Factory Test Pressure (MPa)	6.72	6.72	8.96	8.96	8.96	13.44	13.44	13.44	13.44	13.44	20.17	20.17	20.17	20.17	26.89	26.89	26.89
Burst Pressure (MPa)	10.34	10.34	13.79	13.79	13.79	20.68	20.68	20.68	20.68	20.68	31.03	31.03	31.03	31.03	41.37	41.37	41.37
Flow Properties																	
Absolute Roughness, ϵ (m)	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06	1.5E-06
Relative Roughness, ϵ/D	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06	16E-06
Hazen-Williams Coefficient, C	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Thermal Properties																	
Maximum Temperature (°C)	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
OHTC, U (based on ID) W/m ² °C	28.86	19.26	32.70	28.93	16.93	38.19	32.81	29.11	19.40	16.98	38.91	33.09	29.26	19.52	38.91	33.34	29.53
Mechanical Properties																	
Bending Stiffness, EI (N-m ²)	2,609	13,664	1,145	2,639	37,731	380	1,164	2,724	14,158	38,291	420	1,219	2,811	14,655	421	1,276	3,005
Spooling Tension (kN)	2.4	5.5	1.7	2.4	8.5	1.0	1.7	2.4	5.5	8.5	1.0	1.7	2.4	5.4	1.0	1.7	2.4
Maximum Installation Tension (kN)	35.6	89.0	35.6	48.9	177.9	16.9	35.6	66.7	111.2	177.9	46.7	40.0	89.0	133.4	46.7	62.3	97.9

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



- Legend**
- EOG Drilling Top
 - EOG Drilling Path
 - EOG Production Top
 - EOG Production Path
 - EOG DUC Top
 - EOG DUC Path
 - EOG Completion Top
 - EOG Completion Path
 - EOG Preparation Top
 - EOG Preparation Path
 - EOG Flowback Top
 - EOG Flowback Path
 - EOG Workover Top
 - EOG Inactive Top
 - EOG Inactive Path
 - EOG Other Top
 - EOG Other Path
 - Wrangler EOG Gas Pipelines
 - Aspen Proposed Pipeline
 - Whitestar
 - 2021 JAPEX JV1
 - ALTERNATE
 - MAIN
 - 2022 Proposed JV R2 Wells



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date: 4/20/2022
 Author:

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

April 25, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2022

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

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

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED EOG Resources, Inc 1111 Bagby, Sky Lobby 2 Houston, TX 77002	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A :Lexington Insurance Company 19437 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES **CERTIFICATE NUMBER:**N6R5RKYB **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			031428134	06/01/2021	06/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Line bores for Wilde Road in Colorado County, TX.

CERTIFICATE HOLDER Colorado County County Judge's office 400 Spring Street, Room 107 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

TEXAS STATUTORY PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF COLORADO } BOND NUMBER 58S215846

KNOW ALL MEN BY THESE PRESENTS:

That EOG Resources, Inc. (hereinafter called the Principal), as Principal and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, and whose principal office is located in the City of Boston, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held and firmly bound unto Colorado County, Texas (hereinafter called the County), in the penal sum of Seven Thousand Five Hundred and 00/100 Dollars (\$ 7,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the County, dated the 18th day of April, 20 22, a copy of which is hereto attached and made a part hereof, for Covers 2 Line Bores for Wilde Road.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of April, 20 22.

By: Robert L. Whit
Principal

By: Lacey Mayfield
Surety
Lacey Mayfield, Attorney-in-Fact

WITNESS:
David T. Miclette
David T. Miclette

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206747-971801

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alyson Carmichael; Ashley Britt; Barry K. McCord; David T. Miellette; Lacey Mayfield; Lauren O. Moudy; Nikole Jeannette; Robert C. Davis; Robert M. Overbey, Jr.; Stacey Bosley; Stacy Owens; Tabitha Dorman

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 April 25, 2022

NOTES

RECEIPT

DATE 4/20/2022 NO. 717791

RECEIVED FROM EOG Resources Inc.

ADDRESS 1600 N. Sarah Dewitt DR., Ste. 218, Gonzales, TX 78629

One thousand + no/100 \$ 1000.00

FOR 2 Bores Wild Rd - Rowi- permit Fee

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT	<u>1000.00</u>	CASH	
AMT. PAID	<u>1000.00</u>	CHECK	<u>#15577</u>
BALANCE DUE	<u>-0-</u>	MONEY ORDER	

BY Sharon A. Marsalia

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

April 25, 2022

_11. Authority to purchase a water truck. (Neuendorff)

Commissioner Neuendorff states they found a used truck that meets the specs.

He asked the court for approval to purchase a truck from Tyler TX for \$47,700.00.

**Motion by Commissioner Neuendorff to approve the authority to purchase a water truck;
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
April 25, 2022

Keith Neuendorff

From: East Texas Truck Systems <sales+easttexastrucksystems.com@ccsend.com>
Sent: Tuesday, April 12, 2022 10:01 AM
To: Keith Neuendorff
Subject: Automatic 2000 Gallon Water Truck for Sale

ETTS
EAST TEXAS TRUCK SYSTEMS

[Click Here for More Information!](#)



In Progress

2000 Gallon Water Truck for Sale
\$45,000

Chassis Specs:

2007 Freightliner M2
250,815 miles
Allison Auto Transmission
33,000 GVW
PRE-EMISSION
C7 CAT Engine
Rubber 60% or Better
Air Conditioning
Color: Painted White



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

April 25, 2022

System Info:

New 2000 Gallon Tank
New 5 spray system—Air Activated
Side Discharge
650 GPM Pump
In-Cab Controls
Sight Tubes
Additional Options Available



Additional information can be found on our website:

Click Here for More Info on This Truck!

Contact:
Jeremy Rhodes
sales@easttexasrucksystems.com
(903) 531-9700

East Texas Truck Systems | 2283 Montgomery Gardens, TYLER, TX 75708

[Unsubscribe keith.neuendorff@co.colorado.tx.us](mailto:keith.neuendorff@co.colorado.tx.us)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by sales@easttexasrucksystems.com powered by



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
 April 25, 2022**



Rhodes & Lozier LLC dba East Texas Truck Systems
 2283 Montgomery Gardens
 Tyler, TX 75708 US
 (903)531-9700
 www.easttexastrucksystems.com

Estimate

ADDRESS
 Keith Neuendorff
 County of Colorado - PCT 3

ESTIMATE #	DATE	EXPIRATION DATE
2170	04/13/2022	04/25/2022

SALES REP
 JDR

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Water Truck	1	45,000.00	45,000.00T
	2000 Gallon Water Tank			
	Rounded Rectangular			
	2.5" Rear Hydrant Fill Tube			
	Provisions for Sight Tubes on Front and Rear Head			
	Top Load Ducknest			
	Rear Ladder			
	1/4" "L" Tank Frame			
	3/16" Baffles & Front/Rear Heads			
	3/16" Shell			
	Tank Exterior: Primed & Painted White			
	Tank Mounted Fenders (11ga.)			
	Cut-outs for Mudflaps on Fender End Caps			
	Cut-outs for 3/4" Marker Lights			
	(2) Light Brackets on Rear Head - For Reverse & Brake Lights			
	(1) Trio Light Bracket at Top of Rear Head			
	(1) Bracket for Hose Reel on Rear Head			
	(1) 3" Line Underneath Tank from Front of Tank to Rear of Tank for Water Supply			
	(2) 3" Victaulic Fill Fittings - Located in Front of Fenders; One on Driver's Side of Tank, One Passenger Side of Tank			
	(1) 4" Victaulic Pump Supply Fitting - Located Underneath Tank			
	(1) 2" Female NPT Suction Supply Fitting - Located Underneath Tank			
	Plumbing For AUTOMATIC CHASSIS:			
	650 GPM pump			
	4" supply from tank to pump			
	3" Bypass with BFV			
	3" discharge with BFV and camlock			
	Front spray bar with two sprayers			
	Rear spray bar with two sprayers			

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Side sprayer on driver side of unit Control tower mounted inside cab to individually activate each sprayer			
	PTO: Hotshift Tubular shaft from pump to PTO			
	Bumper: Push style bumper			
	Chassis Specs: 2007 Freightliner M2 250,815 miles Allison Auto Transmission 33,000 GVW PRE-EMISSION C7 CAT Engine Rubber 60% or Better Air Conditioning Color: Painted White			
	Epoxy Coating Line inside of tank with epoxy coating	1	1,350.00	1,350.00T
	Hose Reel - 100' X 1" Hose Manual Hose Reel 100' X 1" Hose Spray Nozzle	1	1,350.00	1,350.00T
	Sales tax not included in quote.			
			SUBTOTAL	47,700.00
			TAX (0%)	0.00
			TOTAL	\$47,700.00

Accepted By

Accepted Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

NIECE
EQUIPMENT, LP



(Photo from July 2021)

(Unit#2211) 2019 FORD F-750, 2000 GALLON WATER TRUCK

270HP 6.7L I-6 Power Stroke V8 Turbo Diesel Engine, Ford TorqShift HD 6-Speed Automatic Transmission, Carb compliant clean idle with label, 50 state emissions compliant, 50 gallon fuel tank, 5 gallon urea tank, a/c, am/fm radio, cruise control, hydraulic brakes, west coast style mirrors, steel gray vinyl interior, oxford white exterior, 11R22.5 tires, 158" wheelbase, 6.50 axle ratio, 25,999 lb GVWR.

NIECE 2000 GALLON WATER TANK SYSTEM

Tank: Niece 2000 gallon steel 3/16" tank mounted on a ¼" Z-frame equipped with welded on rubber insulators, rear ladder equipped with LED bar light, 24" man way, four marker lights with conduit, 2 ½" fill pipe with anti-siphon, fenders with hose hooks, epoxy primer and white paint

Spray system: Front spray bar equipped with aluminum adjustable fan spray heads, rear spray bar equipped with aluminum adjustable fan spray heads, side spray equipped with adjustable aluminum side spray

Spray valves: Three inline pneumatic BERMAD valves controlled in cab by pneumatic Clippard switches

Pump: ATP 750GPM water pump shaft driven by PTO

Storage: Reinforced diamond plate push block equipped with storage and lower step bumper

Mileage 4,765 / Hours 2,126

Purchase Price \$ 80,665.00 + TT&L
Quote is valid for 30-days

NIECE EQUIPMENT

Chris Compton
512-721-6165 cell
chris@nieceequipment.com

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 April 25, 2022



SALES ORDER

PO Box 277
 Buda, TX 78610
 Phone 512-721-6165

CREATED BY: CHRIS COMPTON
 DATE: MARCH 16, 2022

TO: COLORADO COUNTY
 Keith Neuendorff

FOR: NIECE 2000 GALLON WATER TANK KIT
 INSTALLED ON CUSTOMER PROVIDED CHASSIS

DESCRIPTION	AMOUNT
<p><u>NIECE 2000 GALLON WATER TANK SYSTEM</u> Tank: - Niece 2000 gallon steel 3/16" tank mounted on a 1/4" Z-frame equipped with welded on rubber insulators, rear ladder equipped with LED bar light, 24" man way, four marker lights with conduit, 3" anti-siphon fill pipe equipped with 2.5" male cam lock, fenders with hose hooks, epoxy primer and white paint Spray system: - Front spray bar equipped with aluminum adjustable fan spray heads, - Rear spray bar equipped with aluminum adjustable fan spray heads, - Side spray equipped with adjustable aluminum side spray Spray valves: - (4) Inline pneumatic BERMAD valves controlled in cab by pneumatic Clippard switches Pump: ATP 750GPM water pump shaft driven by PTO Storage: Reinforced diamond plate push block equipped with storage and lower step bumper</p>	\$ 33,578.00
<p><u>HOSE REEL</u> - Cox 1.5" x 50' hand crank hose reel equipped with adjustable fog nozzle</p>	\$ 1,815.00
<p><u>CHASSIS REQUIREMENTS</u> - 84" CA (from back of cab to center of rear axle) - 50" AF (From center of rear axle to end of frame) - Clear usable space driver' side frame rail inside and out - Transmission equipped with driver's side PTO mounting plate - Factory air supply</p>	
TOTAL	\$ 35,393.00

Customer's Signature Approving Specs & Pricing: _____

Customer Print Name: _____ Date: _____

- FOB Buda Texas
- Price does not include additional modifications that maybe needed, price subject to change upon inspection
- Price does not include taxes and fees

**MINUTES OF THE COLORADO COUNTY
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_12. Revise Travel Reimbursement Policy. (Kana)

Raymie Kana addressed the court in regards to meal reimbursement. She asked the court to change the amount for breakfast from \$5 to \$10, lunch from \$10 to \$15 and dinner from \$15 to \$25.

Motion by Commissioner Gertson to approve the Revised Travel Reimbursement Policy; seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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TRAVEL REIMBURSEMENT POLICY

County employees, officials, or department heads, traveling on official County business, will be reimbursed for such travel upon submitting the appropriate substantiation and a completed Travel Expense Report to the County Auditor. All travel requests, whether in advance or as a reimbursement, must be approved by the department head or official before submitting to the County Auditor. Any amounts paid to the employee in excess of substantiated expenses must be returned to the County. To the extent that departmental budgets provide funding, the following guidelines will be applied.

1. Conference and seminar registration should be requested in advance to allow the County to pay the fee directly to the sponsor of the seminar/conference. If this is not possible, a copy of the registration and original receipt showing the employee's payment must be submitted with a request for reimbursement.
2. The County will reimburse for the use of a personal automobile for travel within or out of the county on official county business at a per mile rate to be determined by Commissioners' Court each year.
3. The County will reimburse for actual expenses of travel by the lowest possible rates. The passenger's copy of the original ticket must be submitted with the Travel Expense Report. Tickets can be paid for in advance from a travel agency invoice. Rental cars will be reimbursed at the best rate for a mid-sized vehicle.
4. No expenses for rental cars, taxis or valet parking will be reimbursed unless associated with a trip by air, bus, or train. Airport parking will be paid along with mileage incurred driving to/from an airport.
5. The County will reimburse for travel to/from a hotel and to/from the conference, seminar, or meeting.
6. Out-of-state travel requires the approval of Commissioners' Court.
7. Payment for lodging may be requested in advance. Employees must attach adequate information, including number of nights and room rate with applicable taxes, and submit the request timely to allow for processing through accounts payable. If lodging was paid in advance, a completed Travel Expense Report with a copy of the itemized hotel receipt is required when the employee returns. Any amounts paid to the employee in excess of the actual substantiated expenses must be returned to the County within a reasonable period of time.

**MINUTES OF THE COLORADO COUNTY
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8. The maximum reimbursement for hotel accommodations shall not exceed the host hotel's room rate per night plus applicable taxes. Verification of host hotel's room rate is required if not staying at host hotel. An itemized hotel receipt is required for reimbursement. (NOTE: When making reservations for travel to conferences, seminars, and meetings, always request the Government Rate when available.)
9. If the conference, seminar, or meeting is less than (70) miles away, no hotel will be approved for the night before. If the employee spends the night after the conference has concluded it will be at the employee's own expense.
10. Personal telephone calls will not be reimbursed, but reasonable documented call to home or office will be approved. Costs of personal entertainment, amusements, spouse's expenses, alcoholic beverages, and laundry service are not eligible for reimbursement.
11. County employees who are required to be away from home overnight may receive a per diem allowance for meals of \$5 for breakfast, \$10 for lunch and \$15 for dinner. Tips shall be included as part of the approved allowance. No meal receipts will be required for these meals. A copy of a program/agenda must be submitted with the completed Travel Expense Report.
12. An employee who is not away from home overnight may be reimbursed a meal directly preceding, during or following a business meeting, conference, or seminar which the employee attends. Receipts for these meals will be required for the employee to be reimbursed. Reimbursement for these meals shall not exceed \$5 for breakfast, \$10 for lunch, and \$15 for dinner. Reimbursement for more than one meal for an employee when attending a seminar/conference will be at the discretion of the Commissioners' Court.
13. If funds are available from any other source for reimbursement of travel expenses, the County will reimburse the difference between the other source's rates and the County's rates. A copy of other source's travel expense report is required. Request should not be made of the County for reimbursement of the same expense that has been or will be reimbursed from any other source.
14. It shall be the responsibility of each Official and Department Head to see to the strict enforcement of this policy. By signing the Travel Expense Report, the Official or Department Head is certifying that the travel for which reimbursement is being sought was properly authorized and that the request and accompanying receipts have been examined and are reasonable.

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

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**REIMBURSEMENT OF TRAVEL EXPENSES
(Return this form with all receipts along with requisition form)**

Name: _____ **Department:** _____ **Date:** _____

Name of Conference/Meeting: _____ **Destination:** _____

Departure Date: _____ **Return Date:** _____

TRANSPORTATION

Vehicle From _____ to _____
Total miles _____ x .585= _____
(Driving Directions on www.mapquest.com)

Airplane \$ _____

County Vehicle \$ _____

Other (Please add explanation) \$ _____

_____ **Total Transportation(1)\$** _____

HOTEL

Hotel (Please claim food purchases under "Meals", see below)
See attached _____

Total Hotel(2)\$ _____

MEALS

Meals (List dates and cost of meals not provided by conference/seminar)

Date	Breakfast	Lunch	Dinner	Total

Total Meals(3)\$ _____

OTHER EXPENSES

Other expenses (please add explanation below, ex. registration cost)

_____ **Total Other(4)\$** _____

AMOUNT TO BE REIMBURSED (Total of items 1-4) \$ _____

I certify that the expenses listed were incurred personally, by me for the purpose stated.

Reviewed and approved:

Employee Signature

Department Head Signature

MINUTES OF THE COLORADO COUNTY
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TRANSPORTATION: www.mapquest.com will be used to calculate mileage from home or work to conference destination. Attach a copy of driving directions with start/end address.

.585 cents a mile for travel by personal vehicle to/from home or workplace to conference/seminar destination. No additional travel will be reimbursed during the conference except to/from hotel to conference.

No allowance for rental cars, taxis or valet parking unless travel by air, bus or train.

If traveling by air, bus or train, then the lowest available rate (not first class) will be reimbursed.

HOTEL: The maximum reimbursement for room rate shall not exceed the host hotel's room rate per night plus applicable taxes. Itemized hotel receipt is required in the official's name. If not staying at host hotel, then verification of host hotel's rate is required for reimbursement.

If lodging was paid in advance, then a copy of itemized receipt is required when you return.

If the conference/seminar is less than 70 miles away, no hotel will be approved for the night before. If the employee stays the night after the conference has concluded, it will be at the employee's own expense.

Personal phone calls and items, such as movies, health clubs, laundry, etc. will not be paid. Meals should be deducted from hotel bill and listed under "Meals".

MEALS: Attach meal receipts for meals not associated with overnight trips. Amounts to be reimbursed for meals will not exceed \$10 for breakfast, \$15 for lunch and \$25 for dinner. No meal provided by the conference or seminar or hotel will be reimbursed.

OTHER: Registration - If registration fee was not prepaid by the county then a copy of original receipt showing the employee's payment is required.

IF YOU HAVE OR WILL RECEIVE REIMBURSEMENT FOR ANY OR ALL EXPENSES INCURRED FROM ANY OTHER SOURCE; DO NOT REQUEST THE SAME REIMBURSEMENT FROM THE COUNTY!

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

April 25, 2022

- _13. Authority to sell surplus and/or salvage property on GovDeals.com. (Kana)

Raymie Kana, County Auditor addressed the sell of surplus and/or salvage property on GovDeals.com;

Motion by Commissioner Wessels to approve the authority to sell surplus and/or salvage property on GovDeals.com; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.

- _14. Consider hosting a Catapult Health event for county employees. (Kana)

County Auditor Raymie Kana requested to host a Catapult Health event for county employees. She states she needs at least 30 employees to sign up.

Motion by Commissioner Wessels to approve hosting a Catapult Health event for county employees; seconded by Commissioner Neuendorff ; 5 ayes 0 nays; motion carried; it was so ordered.

15. Discuss and consider adopting a burn ban to restrict outdoor burning as a safety hazard due to high winds and the potential that a fire may rapidly spread under current conditions pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)

Commissioner Gertson discussed the safety hazards due to high winds. Judge Prause read the exceptions of the Burn Ban to the court;

Motion by Commissioner Gertson to approve adopting a burn ban to restrict outdoor burning as a safety hazard due to high winds and the potential that a fire may rapidly spread under current conditions pursuant to Texas Local Government Code Section 352.081(c)(2) for up to 90 days; 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**

April 25, 2022

**ORDER OF COMMISSIONERS COURT
RESTRICTING OUTDOOR BURNING**

(Public Safety Hazard)

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

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

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** The following outdoor activities shall be allowed provided they are attended at all times and all following precautionary rules and measures are strictly followed:
 - **Household Trash.** Burning of household trash in a receptacle that is enclosed and covered with a mesh material with no more than ¼ inch openings and supervised in a safe area clear of debris.
 - **Barbecues** using above-ground grills, with enclosed fireboxes, in a safe area clear of debris or other combustible materials and attended at all times.
 - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
 - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
 - **Attwater Prairie Chicken Refuge** maintenance activities.
 - **Non-Profit & Religious Organizations** shall be allowed to prepare barbecue provided they contact their local fire department in advance for a site visit by a member of the department and follow all precautionary measures directed by such department.
 - **Outdoor Welding** shall only be allowed under the following circumstances:
 - (i) welding, cutting and grinding associated with welding activities shall not take place when the wind is over 15 miles per hour;
 - (ii) the welder must notify the Colorado County Sheriff's Department before any welding, cutting or grinding begins;

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

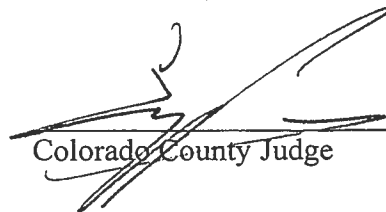
April 25, 2022

- (iii) all grass, leaves, brush and other easily combustible materials must be cleared with a twenty (20) foot radius surrounding the area where activity is to take place before any welding, cutting or grinding begins; and,
- (iv) a spotter with water and a ready pressurized delivery system must be on hand before any welding, cutting or grinding begins and remain on hand until the activity is completed.

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

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

Approved and so ordered by Commissioners Court on this the 25th day of April, 2022.


Colorado County Judge

FILED FOR RECORD
COLORADO COUNTY CLERK
2022 APR 25 AM 11:21
KATHERINE
COUNTY CLERK
N.D.

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

April 25, 2022

- _16. Consent Items:
- a. Recognition of completion of cyber security awareness training as per HB 3834.
 - b. Certificate of Completion for Tax Assessor Collector Erica Kollaja for educational training PTEC 7- Property Tax Law.
 - c. Certification for continuing education for Treasurer Joyce Guthmann for 2022 County Management & Risk Conference.
 - d. Certification for continuing education for Auditor Raymie Kana for 2022 County Management & Risk Conference.
 - e. Executed Advance Funding Agreement between Texas Department of Transportation and Colorado County for:
 1. County Road 112 over Bucksrag Creek CSJ #0913-26-066.
 2. Drymalla Road over Church Creek CSJ #0913-26-067.
 3. Sandy Creek Road over Sandy Creek CSJ #0913-26-068.
 - f. Performance Bond No. 58S215846 posted by EOG Resources, Inc.
 - g. Certificate of Liability Insurance posted by PrimeEnergy Resources Corporation (4/1/2022-4/1/2023).

Motion by Commissioner Neuendorff to approve all Consent Items as presented;

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

(See Attachments)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

First Name	Last Name	Completed	Status
Alyssa	Lindemann	4/11/2022 14:42	passed
Anthony	Mikesh	4/6/2022 10:08	passed
Ashley	Plut	4/1/2022 16:24	passed
Brenda	Henkes	4/7/2022 17:00	passed
Caleb	Tello	4/14/2022 9:14	passed
Carol	Richter	4/19/2022 15:44	passed
Carolyn	Olson	4/3/2022 11:28	passed
Charles	Schneider	4/6/2022 2:27	passed
Charles	Rogers	3/31/2022 14:14	passed
Charlotte	Alger	4/5/2022 11:01	passed
Chris	Jones	3/31/2022 11:19	passed
Chris	Vanicek	3/31/2022 11:10	passed
Clifford	Schindler	4/18/2022 6:48	passed
cody	nance	4/1/2022 13:35	passed
Craig	Peikert	4/5/2022 12:44	passed
Daniel	Zahradnik	4/13/2022 7:48	passed
Dawn	Minks	4/1/2022 2:38	passed
Doug	Wessels	4/4/2022 13:29	passed
Erica	Kollaja	3/31/2022 12:51	passed
Geri	Vandermark	4/10/2022 11:07	passed
Jeff	Argo	4/21/2022 17:27	passed
Jennifer	Stancik	3/31/2022 16:21	passed
Jessica	Bergfeld	4/20/2022 10:08	passed
Joyce	Guthmann	3/31/2022 17:02	passed
Julian	Moore	4/12/2022 15:45	passed
Justin	Lindemann	4/6/2022 9:58	passed
Katlyn	Brown	3/31/2022 15:25	passed
Keith	Neuendorff	3/31/2022 9:21	passed
Kimberly	Menke	4/13/2022 11:04	passed
Laura	Transeau	4/13/2022 10:03	passed
Linda	Holman	3/31/2022 16:04	passed
Lisa	Weiss	4/10/2022 20:47	passed
logan	goode	4/9/2022 20:50	passed
Marta	Garcia	4/6/2022 9:25	passed
Melinda	Zajicek	3/31/2022 10:29	passed
Michelle	Kollmann	3/31/2022 11:38	passed
michelle	nunnelly	4/20/2022 17:12	passed
Nathan	Zwahr	4/11/2022 15:11	passed
Raymie	Kana	3/31/2022 17:30	passed
Rebecca	Mayo	3/31/2022 10:37	passed
Rebecka	Lacourse	3/31/2022 10:29	passed
Robert	Lormand II	4/17/2022 7:49	passed
Ryan	Ohl	4/22/2022 7:46	passed
Samantha	Navarro	4/6/2022 14:28	passed
Sharon	Marsalia	3/31/2022 10:30	passed
Stephen	Heffley	4/11/2022 11:15	passed

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

April 25, 2022

Suzanne	Mazac	3/31/2022 11:24 passed
Tammy	Woolls	3/31/2022 15:42 passed
Tommy	Richter	3/31/2022 10:03 passed
Tracy	Lewis	4/1/2022 10:50 passed
Virginia	Cowart	3/31/2022 15:06 passed
Virginia	Hardcastle	4/6/2022 14:34 passed
Walter	Walker	4/10/2022 21:57 passed
Yessenia	Reyna	4/11/2022 1:42 passed

April 25, 2022

CERTIFICATE OF COMPLETION

The Tax Assessor-Collector Association of Texas

Awards This Certificate To

Erica Kollaja

For Successfully Completing 24.00 Hours of Educational Training

As Required for TACA Professional Designation Certification

PTEC 7 - Property Tax Law

April 11-13, 2022

Montgomery County, TX



Tammy McRae

Tammy McRae, PCAC, TACA Education Committee Chair

Jennifer Baldwin

Jennifer Baldwin, TACA Education Coordinator



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

KEEP THIS COPY FOR YOUR RECORDS

TEXAS ASSOCIATION OF COUNTIES
CERTIFICATION FOR CONTINUING EDUCATION
2022 COUNTY MANAGEMENT & RISK CONFERENCE | APRIL 6-8 | KALAHARI RESORT | ROUND ROCK
Sponsor: Texas Association of Counties Educational Co-Sponsor: V.G. Young Institute of County Government

SESSION TITLE	TIME	HOURS OFFERED	CREDIT HOURS CLAIMED
Wednesday, April 6			
Building Better Connections in the Digital Age	1:30 – 3 p.m.	1.5 hours	1.5
Ransom: A County Under Attack Part 1	3:30 – 4 p.m.	.5 hour	.5
Breakout Sessions 1: HR Racial Discrimination in the Workplace: Reducing Your Liability Risk, Are Little Details Undermining Your Big Risk Management Efforts?, The Future of Workers' Compensation in the State Legislator, Lifeguard Always on Duty! Your Guide to TAC Health and Employee Benefits Pool	4:15 – 5:15 p.m.	1 hour	1
Thursday, April 7			
I Think, Therefore I Err	8:30 – 9:30 a.m.	1 hour	1
Breakout Sessions 1: When Law Enforcement and Human Resources Collide, The Possibility of Drones: Leveraging Public Safety UAS for Risk Management Applications, Code Red: Cybersecurity Tabletop Simulation! Mental Health and the Workplace	9:45 – 10:45 a.m.	1 hour	1
Breakout Sessions 2: Managing Workplace Speech, Be a Risk Control Rock Star! Effective Facility Surveys – Part 1, First Amendment Auditing: Avoid Liability by Recognizing and Respecting Citizen's Rights, The Perils and Pitfalls of Freestanding Emergency Room and the Impact on Preventative Care	11 a.m. – noon	1 hour	1
Breakout Sessions 3: What? We Still Have to Comply with the Family Medical Leave Act?, Be a Risk Control Rock Star! Effective Facility Surveys – Part 2, What's Reinsurance Got to Do, Got to Do with Me? Seven Powerful Ways to Control Your Covid-19 and Future Pandemic Risk	1 – 2 p.m.	1 hour	1
Breakout Session 4: Driving Down the Costs of Auto Claims, Lessons Learned from the Front Lines During a Pandemic, Predicting the Unpredictable: Rising Costs of Verdicts and Judgements, The Jungle of Supplemental Retiree Coverage (County Choice Silver) I	2:30 – 3:30 p.m.	1 hour	1
Breakout Sessions 5: Human Resources Roundtable, Risk Control Roundtable, Simulator Demos, Roundtable Discussions: Improve What (You Think) is Broken	3:45 – 4:45 p.m.	1 hour	1
Friday, April 8			
FEAR	8:30 – 10 a.m.	1.5 hours	1.5
Ransom: A County Under Attack – Part 2	10:30 a.m. – noon	1.5 hours	1.5
	Total	12 hours	

Please check and fill out the office and continuing education hours that apply to you:

- County Commissioner (max of 12 hours): _____
 County Treasurer & Staff (max of 12 hours): 12
 CPA/Auditors (max of 12 hours): _____
 Tax Assessor-Collectors (max of 12 hours): _____
 Purchasing Agents (max of 12 hours): _____
 PHRs and SPHRs (max of 12 hours): _____

I, Joyce Gutierrez, do hereby certify that I attended the above listed program and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Joyce Gutierrez

County: Colorado Title: County Treasurer

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



I'm an attendee at the virtual County Management and Risk Conference. What do I do?

Note: Chrome is the preferred browser to access the event page and virtual event hub. Please disable pop-ups for the duration of the event.

- Access the event page from the confirmation email sent to you. Click the "View Event Details" link located toward the bottom of the confirmation email. The "View Event Details" link is under the heading "Online/Virtual Event." This link will redirect you to the event page.
Note: Event confirmation emails will come from Events@Accelevents.com to the email address that was used to register for the event.
- Click the "Enter Event" button to enter the virtual event hub. The button should be visible 30 minutes before the start of the first session.
- Enter the email address you used to register, then click "Submit."

Note: If you are not redirected to the virtual event hub after logging in, click the "Enter Event" button again.

If you have any questions or need assistance, please contact EducationCoordinators@county.org or call (512) 615-8979 to speak with TAC Education event staff.



NAVIGATE THE VIRTUAL EVENT

Once you enter the event, you will be in the virtual **Lobby** where you can:

- Interact with other attendees using live chat.
- View the event agenda.
- Visit the Information Desk for FAQs & helpful documents.



Participate in two types of sessions:

- **General Session** – Wednesday, Thursday and Friday opening sessions.
- **Concurrent Breakouts** – Wednesday and Thursday concurrent breakout sessions.

Each session will have its own live chat and Q&A opportunities.

Connect with fellow attendees on the **People** page. View profiles and/or send a request to connect with a fellow attendee. Once a connection is approved, you will be able to set up one-on-one meetings with each other.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

AGENDA AT A GLANCE



HUMAN RESOURCES TRACK



RISK MANAGEMENT TRACK



RISK CONTROL TRACK



HEALTH & BENEFITS TRACK

WEDNESDAY, APRIL 6

- 10 a.m.- 5:15 p.m. **Registration and Information Desk Hours | Registration F**
- Noon-1 p.m. **Lunch (provided) | Kalahari Salon E**
- 1-1:30 p.m. **Welcome and Introductions | Kalahari Salon E**
- 1:30-3 p.m. **Building Better Connections in the Digital Age | Kalahari Salon E**
Mr. Seth Mattison, Co-Founder and CEO, Luminare Labs
- 3-3:30 p.m. **Break | Kalahari Salon Foyer**
- 3:30-4 p.m. **Ransom: A County Under Attack – Part 1 | Kalahari Salon E**
Mr. Michael Shannon, Director of Risk Management Services, TAC
Mr. Robert Ruiz, Associate Director of Risk Management Services, TAC
- 4-4:15 p.m. **Break | Kalahari Salon Foyer**
- 4:15-5:15 p.m. **CONCURRENT BREAKOUTS**
 - HR Racial Discrimination in the Workplace: Reducing Your Liability Risk | Kalahari E**
Ms. Charli Searcy, Legal Liability Risk Consultant, Texas Association of School Boards, Risk Management Fund
 - Are Little Details Undermining Your Big Risk Management Efforts? | Kalahari F**
Mr. Clem Zabalza, Risk Control Manager, TAC
Mr. Isaac Garcia, Risk Control Consultant, TAC
 - The Future of Workers' Compensation in the State**

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

April 25, 2022

KEEP THIS COPY FOR YOUR RECORDS

TEXAS ASSOCIATION OF COUNTIES
CERTIFICATION FOR CONTINUING EDUCATION

2022 COUNTY MANAGEMENT & RISK CONFERENCE | APRIL 6-8 | KALAHARI RESORT | ROUND ROCK

Sponsor:
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V.G. Young Institute of County Government

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I Think, Therefore I Err	8:30 - 9:30 a.m.	1 hour	
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Breakout Session 4: Driving Down the Costs of Auto Claims, Lessons Learned from the Front Lines During a Pandemic, Predicting the Unpredictable: Rising Costs of Verdicts and Judgements, The Jungle of Supplemental Retiree Coverage (County Choice Silver)	2:30 - 3:30 p.m.	1 hour	1.0
Breakout Sessions 5: Human Resources Roundtable, Risk Control Roundtable, Simulator Demos, Roundtable Discussions: Improve What (You Think) is Broken	3:45 - 4:45 p.m.	1 hour	1.0
Friday, April 8			
FEAR	8:30 - 10 a.m.	1.5 hours	1.5
Ransom: A County Under Attack - Part 2	10:30 a.m. - noon	1.5 hours	1.5
	Total	12 hours	9.0

Please check and fill out the office and continuing education hours that apply to you:

- County Commissioner (max of 12 hours): _____
 County Treasurer & Staff (max of 12 hours): _____
 CPA/Auditors (max of 12 hours): 9
 Tax Assessor-Collectors (max of 12 hours): _____
 Purchasing Agents (max of 12 hours): _____
 PHRs and SPHRs (max of 12 hours): _____

Raymie Kana do hereby certify that I attended the above listed program and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Raymie Kana

County: Colorado Title: County Auditor

Signature: Raymie Kana Date: 4-8-22

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

DocuSign Envelope ID: 8EFE7599-B998-4648-97E3-3E1130A67173



MEMO

March 4, 2022

To: Jasmine Galjour, P.E.
Bridge Division

From: Holly Netardus, P.E.
Yoakum District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0913-26-066; Amendment #: N/A
Local Government: Colorado County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement has has not been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

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

April 25, 2022

DocuSign Envelope ID: 8EFE7599-B998-4648-97E3-3E1130A67173

CSJ #0913-26-066
District #13-Yoakum
Code Chart 64 #50045
Project: County Road 112 over Bucksnaq Creek
NBI Structure #13-045-0-AA02-83-001
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Colorado, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Bucksnaq Creek on County Road 112, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

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

April 25, 2022

DocuSign Envelope ID: 8EFE7599-B998-4648-97E3-3E1130A67173

CSJ #0913-26-066
District #13-Yoakum
Code Chart 64 #50045
Project: County Road 112 over Bucksrag Creek
NBI Structure #13-045-0-AA02-83-001
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

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

April 25, 2022

DocuSign Envelope ID: 8EFE7599-B998-4648-97E3-3E1130A67173

CSJ #0913-26-066
District #13-Yoakum
Code Chart 64 #50045
Project: County Road 112 over Bucksrag Creek
NBI Structure #13-045-0-AA02-83-001
Federal Highway Administration
CFDA Title:Highway Planning and Construction
CFDA No.:20.205
Not Research and Development

specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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District #13-Yoakum
Code Chart 64 #50045
Project: County Road 112 over Bucksrag Creek
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Federal Highway Administration
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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent (%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must

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provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment B to this Agreement shows a list of EMPs under this Agreement.
- B. **Project Cost Estimate for PWP.** Attachment C to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment C to this Agreement.
- D. **Responsibilities of the Local Government on EMPs.**
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local

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Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County of Colorado
Attn: Colorado County Judge
P.O. Box 236
Columbus, TX 78934

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant

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thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved

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Disadvantaged Business Enterprise by Entity and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

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27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.
- 29. Successors and Assigns**
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.
- 30. Local Government Restrictions**
In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.
- 31. Single Audit Report**
 - A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
 - B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
 - C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
 - D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as

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described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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April 25, 2022

DocuSign Envelope ID: 8EFE7599-B998-4648-97E3-3E1130A67173

CSJ #0913-26-066
District #13-Yoakum
Code Chart 64 #50045
Project: County Road 112 over Bucksnaq Creek
NBI Structure #13-045-0-AA02-83-001
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

DocuSigned by:
Ty Prause
2392A889070C448...
Signature

Ty Prause
Typed or Printed Name

County Judge
Title
4/1/2022
Date

THE STATE OF TEXAS

DocuSigned by:
Graham A. Bettis, P.E.
0B572EEDBD114E7...
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation
4/5/2022
Date

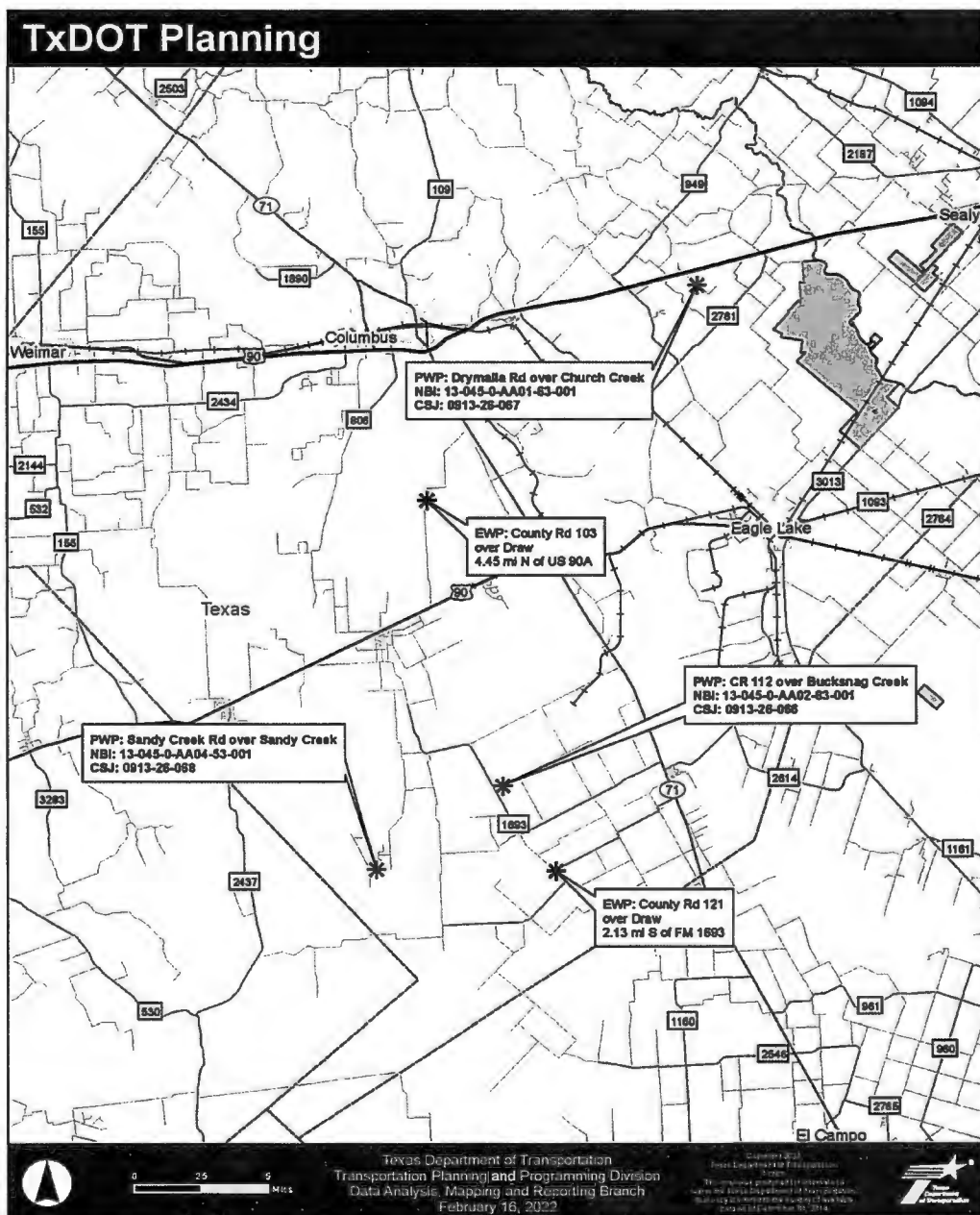
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ATTACHMENT A
PROJECT LOCATION MAP



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**ATTACHMENT B **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
County Rd 121 over Draw (2.13 mi S of FM 1693) (29.39437778, -96.47228889)	Yes		Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 mi N of US 90A) (29.60713056, -96.54400446)	Yes		Replace Culvert	\$129,000.00
Total				\$279,000.00
EMP work credited to this PWP*				\$ 42,917.70
Balance of EMP work available to associated PWPs				\$236,082.30
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
0913-26-067			\$41,007.75	
0913-26-068			\$83,139.00	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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**ATTACHMENT C
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$18,718.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$1,871.80</u>
Construction	<u>\$382,000.00</u>	
Engineering and Contingency (E&C)	<u>\$28,459.00</u>	
The Sum of Construction and E&C	<u>(2) \$410,459.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$41,045.90</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0.00</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0.00</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$42,917.70</u>
Total Project Direct Cost	<u>(1+2) \$429,177.00</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$42,917.70

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**ATTACHMENT D
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

RESOLUTION

The State of Texas
County of Colorado

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Colorado County, hereinafter referred to as the Local Government owns bridges:

Located at Bucksnap Creek on County Road 112, National Bridge Inventory (NBI) Structure Number 13-045-0-AA02-83-001; State Control-Section-Job (CSJ) Number 0913-26-066; and

Located at Sandy Creek on Sandy Creek Road, National Bridge Inventory (NBI) Structure Number 13-045-0-AA04-53-001; State Control-Section-Job (CSJ) Number 0913-26-068; and

Located at Church Creek on Drymalla Rd, National Bridge Inventory (NBI) Structure Number 13-045-0-AA01-63-001; State Control-Section-Job (CSJ) Number 0913-26-067; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, Dated 08/31/2021; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$167,064.45 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
County Rd 121 over Draw (2.13 mi S of FM 1693)	Yes	Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 mi N of US 90A)	Yes	Replace Culvert	\$129,000.00

MINUTES OF THE COLORADO COUNTY
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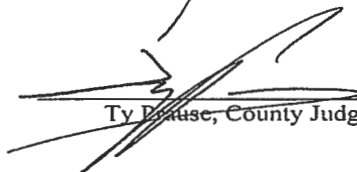
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BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

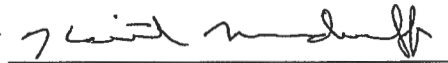
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The County Judge is authorized to execute the agreement on behalf of the Local Government.


Approved this the 14th day of February 2022.



Ty Krause, County Judge

County Commissioners


Doug Wessels, Precinct No. 1


Keith Neuendorff, Precinct No. 3


Darrell Kubesch, Precinct No. 2


Darrell Gertson, Precinct No. 4

MINUTES OF THE COLORADO COUNTY
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MEMO

March 4, 2022

To: Jasmine Galjour, P.E.
Bridge Division

From: Holly Netardus, P.E.
Yoakum District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0913-26-067; Amendment #: N/A
Local Government: Colorado County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement has ~~has not~~ been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

**MINUTES OF THE COLORADO COUNTY
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CSJ #0913-26-067
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Code Chart 64 #50045
Project: Drymalla Rd over Church Creek
NBI Structure #13-045-0-AA01-63-001
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **County of Colorado**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at **Church Creek on Drymalla Rd**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated **August 31, 2021**; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

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Project: Drymalla Rd over Church Creek
NBI Structure #13-045-0-AA01-63-001
Federal Highway Administration
CFDA Title:Highway Planning and Construction
CFDA No.:20.205
Not Research and Development

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

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specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent (%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must

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CSJ #0913-26-067
District #13-Yoakum
Code Chart 64 #50045
Project: Drymalla Rd over Church Creek
NBI Structure #13-045-0-AA01-63-001
Federal Highway Administration
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provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- 14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**
- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment B to this Agreement shows a list of EMPs under this Agreement.
- B. **Project Cost Estimate for PWP.** Attachment C to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment C to this Agreement.
- D. **Responsibilities of the Local Government on EMPs.**
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local

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Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.
- 15. Notices**
All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County of Colorado
Attn: Colorado County Judge
P.O. Box 236
Columbus, TX 78934

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant

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thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved

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Disadvantaged Business Enterprise by Entity and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

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27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.
- 29. Successors and Assigns**
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.
- 30. Local Government Restrictions**
In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.
- 31. Single Audit Report**
 - A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
 - B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
 - C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
 - D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as

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described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

DocuSigned by:
Ty Prause
2302A88078C449...
Signature

Ty Prause
Typed or Printed Name

County Judge
Title

3/16/2022
Date

THE STATE OF TEXAS

DocuSigned by:
Graham A. Bettis, P.E.
0B572EEDBD114E7

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

3/28/2022
Date

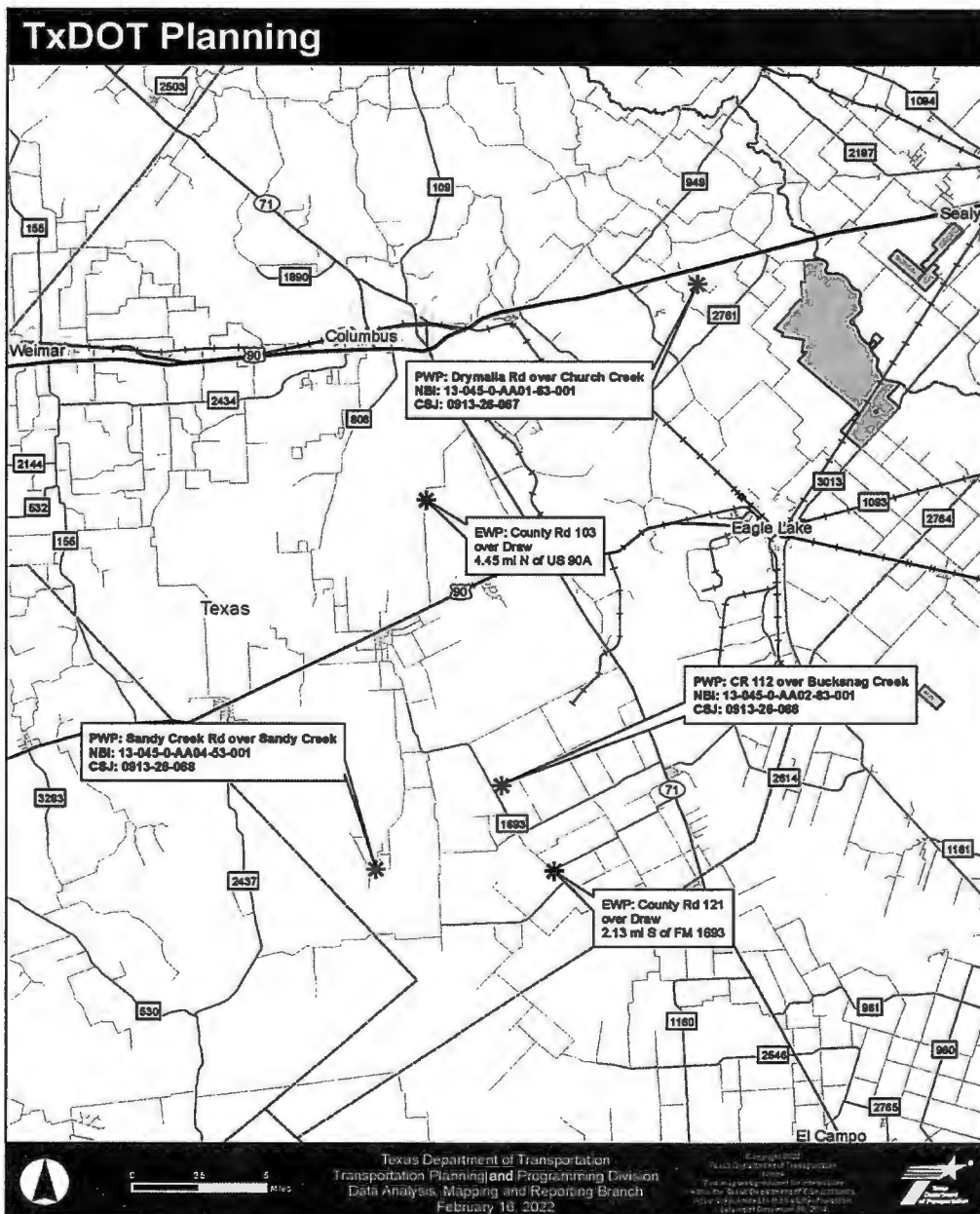
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ATTACHMENT A
PROJECT LOCATION MAP



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**ATTACHMENT B **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
County Rd 121 over Draw (2.13 mi S of FM 1693) (29.39437778, -96.47228889)	Yes		Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 MI N of US 90A) (-29.60713056, -96.54400446)	Yes		Replace Culvert	\$129,000.00
Total				\$279,000.00
EMP work credited to this PWP*				\$ 41,007.75
Balance of EMP work available to associated PWPs				\$237,992.25
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
0913-26-066			\$42,917.70	
0913-26-068			\$83,139.00	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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

April 25, 2022

DocuSign Envelope ID: 6CF8DCB5-67E0-41F1-BFCE-DB6AD1820CCA

CSJ #0913-26-067
 District #13-Yoakum AFA ID Z00002730
 Code Chart 64 #50045
 Project: Drymalla Rd over Church Creek
 NBI Structure #13-045-0-AA01-63-001
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

**ATTACHMENT C
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$17,885.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$1,788.50</u>
Construction	<u>\$365,000.00</u>	
Engineering and Contingency (E&C)	<u>\$27,192.50</u>	
The Sum of Construction and E&C	<u>(2) \$392,192.50</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$39,219.25</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0.00</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0.00</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$41,007.75</u>
Total Project Direct Cost	<u>(1+2) \$410,077.50</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$41,007.75

**MINUTES OF THE COLORADO COUNTY
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April 25, 2022**

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CSJ #0913-26-067
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**ATTACHMENT D
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT
RESOLUTION**

The State of Texas
County of Colorado

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Colorado County, hereinafter referred to as the Local Government owns bridges:

Located at Bucksrag Creek on County Road 112, National Bridge Inventory (NBI) Structure Number 13-045-0-AA02-83-001; State Control-Section-Job (CSJ) Number 0913-26-066; and

Located at Sandy Creek on Sandy Creek Road, National Bridge Inventory (NBI) Structure Number 13-045-0-AA04-53-001; State Control-Section-Job (CSJ) Number 0913-26-068; and

Located at Church Creek on Drymalla Rd, National Bridge Inventory (NBI) Structure Number 13-045-0-AA01-63-001; State Control-Section-Job (CSJ) Number 0913-26-067; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, Dated 08/31/2021; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$167,064.45 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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Not Research and Development

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
County Rd 121 over Draw (2.13 mi S of FM 1693)	Yes	Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 mi N of US 90A)	Yes	Replace Culvert	\$129,000.00

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

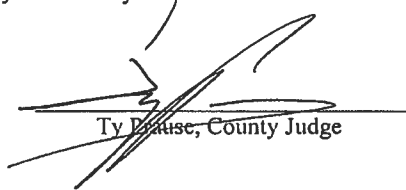
DocuSign Envelope ID: 6CF8DCB5-67E0-41F1-BFCE-DB6AD1820CCA

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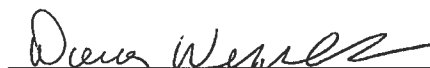
BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

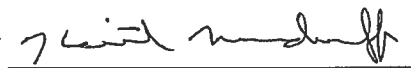
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The County Judge is authorized to execute the agreement on behalf of the Local Government.


Approved this the 14th day of February 2022.



Ty Dause, County Judge

County Commissioners


Doug Wessels, Precinct No. 1


Keith Neuendorff, Precinct No. 3


Darrell Kubesch, Precinct No. 2


Darrell Gertson, Precinct No. 4

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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MEMO

March 4, 2022

To: Jasmine Galjour, P.E.
Bridge Division

From: Holly Netardus, P.E.
Yoakum District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0913-26-068; Amendment #: N/A
Local Government: Colorado County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement has **has not** been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment

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

April 25, 2022

DocuSign Envelope ID: 05F2990F-F901-454B-AD76-4BC5B54F84B4

CSJ #0913-26-068
District #13-Yoakum
Code Chart 64 #50045
Project: Sandy Creek Rd over Sandy Creek
NBI Structure #13-045-0-AA04-53-001
Federal Highway Administration
CFDA Title:Highway Planning and Construction
CFDA No.:20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **County of Colorado**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at **Sandy Creek on Sandy Creek Rd**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated **August 31, 2021**; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**MINUTES OF THE COLORADO COUNTY
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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

**MINUTES OF THE COLORADO COUNTY
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specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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- 9. Compliance with Texas Accessibility Standards and ADA**
All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).
- 10. Architectural and Engineering Services**
The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.
- 11. Construction Responsibilities**
- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.
- 12. Project Maintenance**
After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.
- 13. Local Project Sources and Uses of Funds**
- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
 - B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent (___%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must

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provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment B to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment C to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment C to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local

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Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County of Colorado
Attn: Colorado County Judge
P.O. Box 236
Columbus, TX 78934

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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Code Chart 64 #50045
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22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant

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thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved

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Disadvantaged Business Enterprise by Entity and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

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27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as

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described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

DocuSigned by:
Ty Prause
2392AB98079C44B...
Signature

Ty Prause
Typed or Printed Name

County Judge
Title
3/16/2022
Date

THE STATE OF TEXAS

DocuSigned by:
Graham A. Bettis, P.E.
0B572EEDBD114E7...
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation
3/28/2022
Date

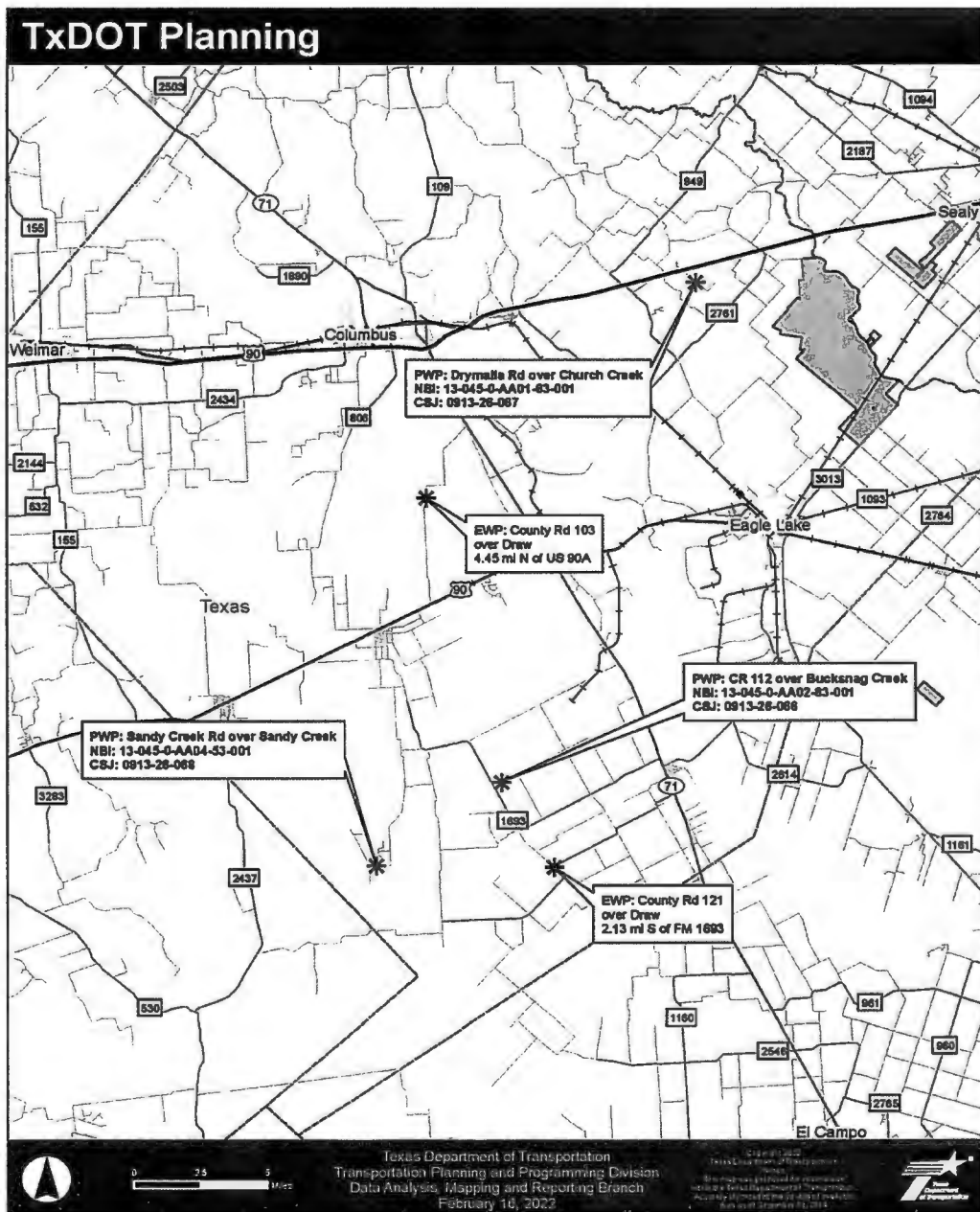
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ATTACHMENT A
PROJECT LOCATION MAP



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**ATTACHMENT B **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
County Rd 121 over Draw (2.13 mi S of FM 1693) (29.39437778, -96.47228889)	Yes		Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 MI N of US 90A) (-29.60713056, -96.54400446)	Yes		Replace Culvert	\$129,000.00
Total				\$279,000.00
EMP work credited to this PWP*				\$ 83,139.00
Balance of EMP work available to associated PWPs				\$195,861.00
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
0913-26-066			\$42,917.70	
0913-26-067			\$41,007.75	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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**ATTACHMENT C
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$36,260.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$3,626.00</u>
Construction	<u>\$740,000.00</u>	
Engineering and Contingency (E&C)	<u>\$55,130.00</u>	
The Sum of Construction and E&C	<u>(2) \$795,130.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$79,513.00</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0.00</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0.00</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$83,139.00</u>
Total Project Direct Cost	<u>(1+2) \$831,390.00</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$83,139.00

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**ATTACHMENT D
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT
RESOLUTION**

The State of Texas
County of Colorado

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Colorado County, hereinafter referred to as the Local Government owns bridges:

Located at Bucksrag Creek on County Road 112, National Bridge Inventory (NBI) Structure Number 13-045-0-AA02-83-001; State Control-Section-Job (CSJ) Number 0913-26-066; and

Located at Sandy Creek on Sandy Creek Road, National Bridge Inventory (NBI) Structure Number 13-045-0-AA04-53-001; State Control-Section-Job (CSJ) Number 0913-26-068; and

Located at Church Creek on Drymalla Rd, National Bridge Inventory (NBI) Structure Number 13-045-0-AA01-63-001; State Control-Section-Job (CSJ) Number 0913-26-067; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, Dated 08/31/2021; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$167,064.45 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
County Rd 121 over Draw (2.13 mi S of FM 1693)	Yes	Replace Culvert	\$150,000.00
County Rd 103 over Draw (4.45 mi N of US 90A)	Yes	Replace Culvert	\$129,000.00

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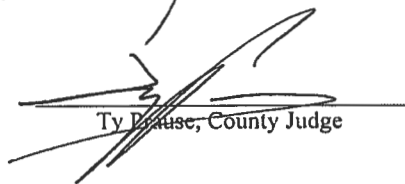
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BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:


1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The County Judge is authorized to execute the agreement on behalf of the Local Government.

Approved this the 14th day of February 2022.

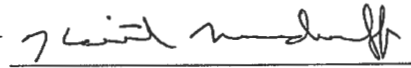


Ty Krause, County Judge

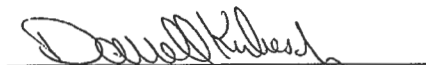
County Commissioners



Doug Wessels, Precinct No. 1



Keith Neuendorff, Precinct No. 3



Darrell Kubesch, Precinct No. 2



Darrell Gertson, Precinct No. 4

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

TEXAS STATUTORY PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF COLORADO }

BOND NUMBER 58S215846

KNOW ALL MEN BY THESE PRESENTS:

That EOG Resources, Inc. (hereinafter called the Principal), as Principal and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, and whose principal office is located in the City of Boston, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held and firmly bound unto Colorado County, Texas (hereinafter called the County), in the penal sum of Seven Thousand Five Hundred and 00/100 Dollars (\$ 7,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the County, dated the 18th day of April, 20 22, a copy of which is hereto attached and made a part hereof, for Covers 2 Line Bores for Wilde Road.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of April, 20 22.

EOG Resources, Inc.

By:

Robert L. West

Principal

Liberty Mutual Insurance Company

By:

Lacey Mayfield

Surety

Lacey Mayfield, Attorney-in-Fact

WITNESS:

David T. Miclette
David T. Miclette

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206747-971801

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alyson Carmichael; Ashley Britt; Barry K. McCord; David T. Miclette; Lacey Mayfield; Lauren O. Moudy; Nikole Jeannette; Robert C. Davis; Robert M. Overbey, Jr.; Stacey Bosley; Stacy Owens; Tabitha Dorman

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2022

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

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

PRODUCER IMA, Inc. - Houston 600 N. Shepherd Dr. Suite 200 Houston TX 77007	CONTACT NAME: Nancy King PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: Nancy.King@imacorp.com														
INSURED PrimeEnergy Resources Corporation ATTN: Beverly Cummings 9821 Katy Freeway, Suite 1050 Houston TX 77024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkley National Insurance Company</td> <td style="text-align: center;">38911</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkley National Insurance Company	38911	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1928430755 **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 BI/PD Ded: \$25,000 <input checked="" type="checkbox"/> S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		EGL004870710	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> 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		ECA316478410	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EUL004870810	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
A	<input checked="" type="checkbox"/> 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	EWC316487010	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WC INCL-STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER County Judge of Colorado County PO Box 236 Columbus TX 78934-0000 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

April 25, 2022

- _17. Examine and approve all accounts payable and budget amendments.

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

(See Attachment)

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

April 25, 2022

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CRAIN, CATON & JAMES, P.C.	231838	A	DEFENSE COSTS/REMEDATION CLAIM	193.50
	CRAIN, CATON & JAMES, P.C.	231843	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	3,235.50
	CRAIN, CATON & JAMES, P.C.	231888	A	LEGAL SERVICES/ARPA OPINION	13,949.32
	DEPARTMENT TOTAL				90,743.32
0403-COUNTY CLERK					
	CAPITAL ONE	231857	A	TRASH BAGS FOR SHREDDER/#09456	14.34
	CDW GOVERNMENT	231646	A	(6) FUJITSU FI-7160 SCANNERS	6,095.70
	IDENTOGO	231623	R	TEXAS HHSC-DSHS VITAL RECORDS	38.25
	MOODY GARDENS HOTEL	231814	A	3 NIGHTS HOTEL FOR CONF/RES#62696	534.75
	PRESTIGE OFFICE PRODUCTS, LLC	231624	A	OFFICE SUPPLIES/INV#126080	75.98
	SIMPLE DISTRIBUTORS, LLC	231612	A	AIR DUSTER/INV#96452-1	275.52
	TIME WARNER CABLE ENTERPRISES LLC	231627	R	TRUNKED PHONE LINE/#0126295040622	47.40
	DEPARTMENT TOTAL				7,081.94
0410-ELECTIONS					
	SYNCB/AMAZON	231685	A	SUPPLIES FOR ELECTION	285.29
	TIME WARNER CABLE ENTERPRISES LLC	231628	R	TRUNKED PHONE LINE/#0126295040622	15.80
	XEROX FINANCIAL SERVICES	231704	A	APRIL XEROX COPIER PMT/INV#3184309	202.50
	DEPARTMENT TOTAL				503.59
0426-COUNTY COURT					
	URSULA S. STEPHENS	231855	A	INTERPRETER SVCS 3/16, 4/6, & 4/20	600.00
	DEPARTMENT TOTAL				600.00
0428-PUBLIC DEFENDER					
	PRESTIGE OFFICE PRODUCTS, LLC	231675	A	OFFICE SUPPLIES/INV#126104	252.79
	TIME WARNER CABLE ENTERPRISES LLC	231636	R	TRUNKED PHONE LINE/#0126295040622	15.80
	DEPARTMENT TOTAL				268.59
0433-25TH JUDICIAL DISTRICT					
	D'LOIS L. JONES	231676	A	1ST QTR CRT REPORTER EXPS	837.76
	DEPARTMENT TOTAL				837.76
0435-DISTRICT COURT					
	ANTHONY NEUENDORFF	231824	R	GRAND JURY DUTY ON 4/21/22	40.00
	BRENT GORMAN, JR.	231818	R	GRAND JURY DUTY ON 4/21/22	40.00
	COUNTRYSIDE COURT REPORTING SERVICE	231662	A	CRT REPORTER/CPS CRT/INV#422	300.00
	COURTNEY WIED	231825	R	GRAND JURY DUTY ON 4/21/22	40.00
	D'LOIS L. JONES	231657	A	REPORTER'S RECORD/INV#DJ-646	35.00
	D'LOIS L. JONES	231658	A	REPORTER'S RECORD/INV#DJ-647	60.00
	D'LOIS L. JONES	231677	A	CRT REPORTER'S RECORD/INV#DJ-649	2,850.00
	EDDIE GLOVER, JR.	231819	R	GRAND JURY DUTY ON 4/21/22	40.00
	HARLE & SCHEFF, PLLC	231679	A	CRT APPT ATTY/CAUSE#25,845/CPS	210.00
	HARLE & SCHEFF, PLLC	231683	A	CRT APPT ATTY/CAUSE#26,036/CPS	150.00
	HARLE & SCHEFF, PLLC	231771	A	CRT APPT ATTY/CAUSE#25,896/CPS	150.00
	JENNEL ALLEN	231823	R	GRAND JURY DUTY ON 4/21/22	40.00
	JESSICA R POWELL ANDERS PC	231772	A	CRT APPT ATTY/CAUSE#26,036/CPS	150.00
	JESSICA R POWELL ANDERS PC	231773	A	CRT APPT ATTY/CAUSE#25,845/CPS	150.00
	JESSICA R POWELL ANDERS PC	231774	A	CRT APPT ATTY/CAUSE#25,752/CPS	150.00
	KATRINA DANNHAUS PACKARD, P.C.	231661	A	CRT APPT ATTY/CAUSE#25,896/CPS	150.00
	LESLIE PENELLO	231817	R	GRAND JURY DUTY ON 4/21/22	40.00
	MARK KIRKWOOD	231821	R	GRAND JURY DUTY ON 4/21/22	40.00
	MARK SIMON	231822	R	GRAND JURY DUTY ON 4/21/22	40.00
	PAMELA BOYD	231820	R	GRAND JURY DUTY ON 4/21/22	40.00
	SYLVIA SOSA	231826	R	GRAND JURY DUTY ON 4/21/22	40.00
	DEPARTMENT TOTAL				4,755.00
0450-DISTRICT CLERK					

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

April 25, 2022

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022

CYCLE: ALL PAGE 3
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GREATAMERICA FINANCIAL SVCS	231845	A	KYOCERA COPIER LEASE/INV#31439967	120.40
	SYNCB/AMAZON	231690	A	MONITOR & LOGITECH DEVICE/DISTCLERK	365.99
	TIME WARNER CABLE ENTERPRISES LLC	231629	R	TRUNKED PHONE LINE/#0126295040622	31.60
	DEPARTMENT TOTAL				517.99
0451-JUSTICE OF THE PEACE #1					
	XEROX FINANCIAL SERVICES	231705	A	APRIL XEROX COPIER PMT/INV#3180097	125.00
	DEPARTMENT TOTAL				125.00
0452-JUSTICE OF THE PEACE #2					
	AT&T MOBILITY	231563	R	FIRSTNET CELL SVC/#BES58192460	39.27
	XEROX FINANCIAL SERVICES	231706	A	APRIL XEROX COPIER PMT/INV#3180097	125.00
	DEPARTMENT TOTAL				164.27
0453-JUSTICE OF THE PEACE #3					
	PRESTIGE OFFICE PRODUCTS, LLC	231625	A	B&T CHAIR/INV#126127	548.95
	PRESTIGE OFFICE PRODUCTS, LLC	231626	A	OFFICE SUPPLIES/INV#126062	34.65
	TIME WARNER CABLE ENTERPRISES LLC	231635	R	TRUNKED PHONE LINE/#0126295040622	31.60
	XEROX FINANCIAL SERVICES	231707	A	APRIL XEROX COPIER PMT/INV#3180097	125.00
	DEPARTMENT TOTAL				740.20
0454-JUSTICE OF THE PEACE #4					
	PRESTIGE OFFICE PRODUCTS, LLC	231602	A	OFFICE SUPP/#125977,126057,125969	172.03
	DEPARTMENT TOTAL				172.03
0475-COUNTY ATTORNEY					
	KEITH WEBB	231878	A	FUEL FOR CO VEHICLE/CC DID NOT WORK	56.09
	OFFICE DEPOT, INC.	231670	A	(2) USB FLASH DRIVES	62.79
	THOMSON REUTERS - WEST	231879	A	TX RULES OF COURT/ACCT#1004603644	196.00
	TIME WARNER CABLE ENTERPRISES LLC	231634	R	TRUNKED PHONE LINE/#0126295040622	63.22
	XEROX FINANCIAL SERVICES	231711	A	APRIL XEROX COPIER PMT/INV#3180097	300.00
	DEPARTMENT TOTAL				678.10
0495-COUNTY AUDITOR'S OFFICE					
	SETON	231890	A	PROPERTY ID TAGS/INV#9349886991	841.45
	SYNCB/AMAZON	231686	A	TYPEWRITER & SUPPLIES/CO AUDITOR	434.60
	TIME WARNER CABLE ENTERPRISES LLC	231632	R	TRUNKED PHONE LINE/#0126295040622	31.60
	XEROX FINANCIAL SERVICES	231708	A	APRIL XEROX COPIER PMT/INV#3180097	125.00
	DEPARTMENT TOTAL				1,432.65
0497-COUNTY TREASURER					
	JOYCE GUTHMANN	231876	A	CO TREAS CONFERENCE EXPS	162.85
	SYNCB/AMAZON	231699	A	APCUPS BACKUP FOR TREASURER	69.99
	TIME WARNER CABLE ENTERPRISES LLC	231631	R	TRUNKED PHONE LINE/#0126295040622	15.80
	DEPARTMENT TOTAL				248.64
0499-TAX ASSESSOR-COLLECTOR					
	ERICA KOLLAJA	231660	A	PROPERTY TAX LAW COURSE EXP	203.70
	TIME WARNER CABLE ENTERPRISES LLC	231630	R	TRUNKED PHONE LINE/#0126295040622	31.60
	DEPARTMENT TOTAL				235.30
0510-COURTHOUSE BUILDING					
	A-LINE AUTO PARTS	231642	A	PARTS/CUST#46398	64.43
	A-LINE AUTO PARTS	231828	A	PARTS/CUST#46398	92.28
	CAPITAL ONE	231861	A	CLEANING SUPPLIES/#09456	36.38
	CITY OF COLUMBUS	231880	A	PROBATION DEPT UTILITES TO 4/15	48.00
	CITY OF COLUMBUS	231881	A	JP#3 UTILITES TO 4/15	48.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 5
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	SCHAEFFER MFG. CO.	231852	A	FUEL & OIL/INV#GX4818-INV1	1,849.65
	STAVINOKA TIRE PROS LLC	231613	A	OIL CHANGE/INV#95612	321.69
	STRYKER SALES, LLC	231615	A	LIFEPAK15/INV#3720846M	26,671.44
	TEXAS AMBULANCE ASSOCIATION	231616	A	TAA EMS CONFERENCE REG/INV#61	675.00
	TIME WARNER CABLE ENTERPRISES LLC	231701	A	TRUNKED PHONE LINES FOR COVID	126.40
	XEROX FINANCIAL SERVICES	231709	A	APRIL XEROX COPIER PMT/INV#3180097	150.00
	DEPARTMENT TOTAL				44,402.49
0551-CONSTABLE, PCT #1					
	O'REILLY AUTO PARTS	231672	A	BATTERY/CUST#1269383	201.56
	DEPARTMENT TOTAL				201.56
0552-CONSTABLE, PCT #2					
	LONNIE HINZE	231784	A	POSTAGE & STREETLIGHT REPAIR	11.17
	DEPARTMENT TOTAL				11.17
0560-COUNTY SHERIFF					
	AT&T MOBILITY	231561	R	FIRSTNET CELL SVC/#BES58192460	815.32
	CAVENDER FORD	231858	A	BRAKE & TIRE REPAIR/CUST#1024	73.07
	CDW GOVERNMENT	231801	A	SONICWALL GATEWAY/INV#V909441	1,177.41
	COLORADO CO TAX ASSESSOR/COLLECTOR	231573	A	VEHICLE REG RENEWAL/LP#1318060	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	231574	A	VEHICLE REG RENEWAL/LP#1318011	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	231622	A	VEHICLE REG RENEWAL/LP#1318062	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	231720	A	VEHICLE REG RENEWAL/LP#1400077	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	231799	A	VEHICLE REG RENEWAL/LP#AN45179	7.50
	COLUMBUS TIRE CENTER	231576	A	STATE INSPECTION TAHOE/INV#19637	7.00
	COLUMBUS TIRE CENTER	231648	A	STATE INSPECTION/INV#19591	7.00
	GT DISTRIBUTORS, INC.	231665	A	UNIFORM/INV#0897978	97.90
	KATLYN PERALES	231867	A	PAI CONFERENCE EXPENSES	167.85
	O'REILLY AUTO PARTS	231671	A	HEADLAMP BULBS/CUST#1269383	45.59
	SYNCB/AMAZON	231692	A	FILE CABINET & CHAIR WHEELS - JAIL	249.68
	THE GOODYEAR TIRE & RUBBER COMPANY	231664	A	(16) TIRES/INV#016-1146824	2,391.97
	XEROX FINANCIAL SERVICES	231703	A	APRIL XEROX LEASE PMT/INV#3187108	269.72
	DEPARTMENT TOTAL				5,340.01
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	231827	A	GLOVES/CUST#5134	4.99
	CLINICAL SOLUTIONS PHARMACY	231777	A	MAR INMATE MEDICINE/INV#71878	25.06
	CLINICAL SOLUTIONS PHARMACY	231778	A	MAR INMATE MEDICINE/INV#71878	45.12
	CLINICAL SOLUTIONS PHARMACY	231779	A	MAR INMATE MEDICINE/INV#71878	50.85
	CLINICAL SOLUTIONS PHARMACY	231780	A	MAR INMATE MEDICINE/INV#71878	139.67
	CLINICAL SOLUTIONS PHARMACY	231781	A	MAR INMATE MEDICINE/INV#71878	12.70
	CLINICAL SOLUTIONS PHARMACY	231782	A	MAR INMATE MEDICINE/INV#71878	2,004.90
	CLINICAL SOLUTIONS PHARMACY	231783	A	MAR INMATE MEDICINE/INV#71878	510.06
	CLINICAL SOLUTIONS PHARMACY	231785	A	MAR INMATE MEDICINE/INV#71878	91.39
	CLINICAL SOLUTIONS PHARMACY	231786	A	MAR INMATE MEDICINE/INV#71878	40.19
	CLINICAL SOLUTIONS PHARMACY	231787	A	MAR INMATE MEDICINE/INV#71878	25.19
	CLINICAL SOLUTIONS PHARMACY	231788	A	MAR INMATE MEDICINE/INV#71878	8.65
	CLINICAL SOLUTIONS PHARMACY	231789	A	MAR INMATE MEDICINE/INV#71878	10.65
	CLINICAL SOLUTIONS PHARMACY	231790	A	MAR INMATE MEDICINE/INV#71878	69.95
	CLINICAL SOLUTIONS PHARMACY	231791	A	MAR INMATE MEDICINE/INV#71878	1,835.72
	CLINICAL SOLUTIONS PHARMACY	231792	A	MAR INMATE MEDICINE/INV#71878	17.01
	CLINICAL SOLUTIONS PHARMACY	231793	A	MAR INMATE MEDICINE/INV#71878	20.69
	CLINICAL SOLUTIONS PHARMACY	231794	A	MAR INMATE MEDICINE/INV#71878	13.41
	CLINICAL SOLUTIONS PHARMACY	231795	A	MAR INMATE MEDICINE/INV#71878	68.12
	CLINICAL SOLUTIONS PHARMACY	231796	A	MAR INMATE MEDICINE/INV#71878	2.49
	CLINICAL SOLUTIONS PHARMACY	231797	A	MAR INMATE MEDICINE/INV#71878	110.88

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

April 25, 2022

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 6
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CLINICAL SOLUTIONS PHARMACY	231798	A	MAR INMATE MEDICINE/INV#71878	569.96
	CLINICAL SOLUTIONS PHARMACY	231862	A	MAR INMATE MEDICINE/INV#71878	8.28
	CLINICAL SOLUTIONS PHARMACY	231863	A	MAR INMATE MEDICINE/INV#71878	8.28
	CLINICAL SOLUTIONS PHARMACY	231864	A	MAR INMATE MEDICINE/INV#71878	30.18
	COLUMBUS COMMUNITY HOSPITAL	231802	A	HOSP CHGS/14142511/2-9-22/INMATE	1,362.91
	COLUMBUS MEDICAL CLINIC	231803	A	DR CHGS/77833021/3-10-22/INMATE	54.91
	CONCORD MEDICAL GROUP, PLLC	231804	A	HOSP CHGS/832813261/3-17-22/INMATE	55.52
	GARCIA CLINICAL LABORATORY, INC	231807	A	LAB FOR INMATE/228280742/12-31-21	15.00
	GARCIA CLINICAL LABORATORY, INC	231808	A	LAB FOR INMATE/17910674142/12-31-21	5.00
	GARCIA CLINICAL LABORATORY, INC	231809	A	LAB FOR INMATE/605011741/12-1-21	23.00
	GARCIA CLINICAL LABORATORY, INC	231810	A	LAB FOR INMATE/228240741/1-15-22	35.00
	GARCIA CLINICAL LABORATORY, INC	231811	A	LAB FOR INMATE/583022741/1-21-22	22.35
	GARCIA CLINICAL LABORATORY, INC	231812	A	LAB FOR INMATE/656242741/1-15-22	18.00
	GARCIA CLINICAL LABORATORY, INC	231813	A	LAB FOR INMATE/718156741/3-17-22	23.00
	GUADALUPE COUNTY SHERIFF'S DEPT	231586	A	MARCH HOUSING CONTRACT	1,550.00
	H.E. BUTT GROCERY COMPANY	231588	A	FOOD FOR INMATES/#891422	57.87
	H.E. BUTT GROCERY COMPANY	231589	A	FOOD FOR INMATES/#989931	197.53
	H.E. BUTT GROCERY COMPANY	231666	A	FOOD FOR INMATES/#896563	150.30
	H.E. BUTT GROCERY COMPANY	231715	A	FOOD FOR INMATES/#669036	87.90
	LABATT FOOD SERVICE	231595	A	WEEKLY FOOD ORDER/INV#04079788	3,393.35
	LABATT FOOD SERVICE	231596	A	WEEKLY FOOD ORDER/INV#04079789	187.38
	LABATT FOOD SERVICE	231597	A	WEEKLY FOOD ORDER/INV#04117861	948.63
	LABATT FOOD SERVICE	231598	A	WEEKLY FOOD ORDER/INV#04117862	50.80
	LABATT FOOD SERVICE	231621	A	WEEKLY FOOD ORDER/INV#04079787	1,815.27
	LABATT FOOD SERVICE	231643	A	WEEKLY FOOD ORDER/INV#04186804	2,244.62
	LABATT FOOD SERVICE	231669	A	WEEKLY FOOD ORDER/INV#04149529	3,165.83
	MATERA PAPER COMPANY	231600	A	CLEANING SUPPLIES/INV#H587955	826.18
	SEALY DENISTRY - SEALY PLLC	231610	A	DENTAL CHARGES/ACCT#4189081434	522.00
	SEALY DENISTRY - SEALY PLLC	231611	A	DENTAL CHARGES/ACCT#4189081433	431.00
	SOUTHERN HEALTH PARTNERS, INC	231875	A	MAY INMATE MEDICAL SERVICES	9,843.90
	SYNCB/AMAZON	231691	A	JAILER UNIFORMS	296.27
	SYNCB/AMAZON	231697	A	PAPER TRAYS FOR JAIL	98.97
	TOEPPERWEIN AIR-CONDITIONING	231617	A	A/C SERVICE/INV#15077	185.50
	XEROX FINANCIAL SERVICES	231710	A	APRIL XEROX COPIER PMT/INV#3180097	250.00
	DEPARTMENT TOTAL				33,642.38
0570-SUPERVISION & CORRECTIONS					
	ATASCOSA COUNTY	231644	A	MARCH SHORT-TERM JUV DETENTION SVCS	2,640.00
	GUADALUPE COUNTY JUVENILE SERVICIES	231719	A	MARCH SHORT-TERM JUVENILE SVCS	2,800.00
	DEPARTMENT TOTAL				5,440.00
0585-INFORMATION TECHNOLOGY					
	AT&T MOBILITY	231562	R	FIRSTNET CELL SVC/#BES58192460	41.78
	CDW GOVERNMENT	231647	A	(36) BARACUDA FIREWALL LICENSES	1,130.76
	SYNCB/AMAZON	231687	A	USB BACKUP FOR VSO	105.55
	SYNCB/AMAZON	231700	A	IT COMPUTER PARTS	309.74
	TIME WARNER CABLE ENTERPRISES LLC	231638	R	TRUNKED PHONE LINE/#0126295040622	15.80
	TYLER TECHNOLOGIES, INC	231762	A	VETRASPEC/INV#VS-TEX-076-2022	449.00
	DEPARTMENT TOTAL				2,052.63
0640-CONTRACT SERVICES					
	FORT BEND COUNTY MEDICAL EXAMINER	231582	A	AUTOPSY-ME#21-0241C/INV#1097	2,600.00
	FORT BEND COUNTY MEDICAL EXAMINER	231583	A	AUTOPSY-ME#21-02344C/INV#1097	2,600.00
	FORT BEND COUNTY MEDICAL EXAMINER	231584	A	AUTOPSY-ME#22-00560C/INV#1097	2,600.00
	HENNEKE FUNERAL HOME, LTD.	231590	A	TRANSPORT BODY ON 4-5-22	910.00
	DEPARTMENT TOTAL				8,710.00
0645-INDIGENT HEALTH CARE					

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 7
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BRYAN RADIOLOGY ASSOCIATES	231570	A	LAB/BRA997765/3-29-22/IHC	8.29
	COLUMBUS MEDICAL CLINIC	231577	A	OFFICE VISIT/#401733/3-29-22/IHC	98.32
	INDIGENT HEALTHCARE SOLUTIONS, LTD	231668	A	MAY IHC PROFESSIONAL SVCS/INV#73454	1,059.00
	TIME WARNER CABLE ENTERPRISES LLC	231637	R	TRUNKED PHONE LINE/#0126295040622	15.80
	DEPARTMENT TOTAL				1,181.41
0665-AGRI EXTENSION SERVICE					
	HOELSCHER CAR-CARE CENTER, INC.	231846	A	TIRE REPAIR/INV#38624	301.68
	JA'SHAE HORN	231865	A	APRIL MILEAGE	70.20
	JA'SHAE HORN	231866	A	4-H EVENT EXPENSES	133.47
	SAFE KIDS WORLDWIDE	231860	R	CERT COURSE REG FEE/JA'SHAE HORN	95.00
	WEIMAR MERCURY	231859	A	1 YR SUBSCRIPTION/EXT OFFICE	43.00
	XEROX FINANCIAL SERVICES	231712	A	APRIL XEROX COPIER PMT/INV#3180097	477.77
	DEPARTMENT TOTAL				1,121.12
0680-DEPT OF PUBLIC SAFETY					
	AT&T MOBILITY	231560	R	FIRSTNET CELL SVC/#BES58192460	221.10
	DEPARTMENT TOTAL				221.10
0695-MISCELLANEOUS					
	BANNER-PRESS NEWSPAPER, INC.	231567	A	NOTICE TO BIDDERS/CULVERTS/#359	90.00
	CCRMA TOLL PROCESSING SERVICIES	231800	A	TOLL FEES - EMS DIRECTOR	3.01
	CMRS-FP	231645	A	POSTAGE FOR MACHINE/ACCT#600097654	3,000.00
	PRESTIGE OFFICE PRODUCTS, LLC	231678	A	LETTER COPY PAPER/INV#126104	49.99
	TIME WARNER CABLE ENTERPRISES LLC	231639	R	TRUNKED PHONE LINE/#0126295040622	31.60
	DEPARTMENT TOTAL				3,174.60
	FUND TOTAL				310,774.33

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 8
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	TRI-COUNTY PETROLEUM, INC.	231702	A	2,500 GAL JET A FUEL/INV#101826	9,249.50
	DEPARTMENT TOTAL				9,249.50
	FUND TOTAL				9,249.50

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
April 25, 2022**

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0031 ELECTION SERVICES CONTRACT FUND CYCLE: ALL PAGE 13
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0610-ELECTION SERVICES CONTRACT				
ELECTION SYSTEMS & SOFTWARE, INC.	231579	A	ENVELOPES/INV#CD2022611	62.85
ELECTION SYSTEMS & SOFTWARE, INC.	231580	A	MEDIA & POSTING ITEMS/INV#CD2022236	3,080.70
ELECTION SYSTEMS & SOFTWARE, INC.	231581	A	MEDIA/INV#CD2022626	28.69
DEPARTMENT TOTAL				3,172.24
FUND TOTAL				3,172.24

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT CYCLE: ALL PAGE 14
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0560-COUNTY SHERIFF				
GUS GEORGE LAW ENFORCEMENT ACADEMY	231587	A	BASIC TRAINING ACADEMY/REG#132417	300.00
DEPARTMENT TOTAL				300.00
FUND TOTAL				300.00

04/25/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 15
 TIME:08:23 AM CLAIMS FOR PAYMENT AS OF APRIL 25,2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL				404,328.82

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

COLORADO COUNTY, TEXAS									
APRIL 16TH THRU 30TH									
PAID ON APRIL 29, 2022									
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	280,417.26	20,598.02	54,098.14	36,781.64	391,895.06				
(DEDUCTIONS)		20,598.02	8,957.89	19,505.61					
RECORDS PRESERVATION	0.00	0.00	0.00	0.00	0.00	7439	TAC HEBP	164,563.21	
(DEDUCTIONS)		0.00	0.00	0.00		7440	AIREVAC	18.00	
						7441	MASA	1,053.00	
R&B PCT #1	13,130.75	964.07	2,597.31	1,733.25	18,425.38	7442	LINA	44.75	
(DEDUCTIONS)		964.07	500.79	919.16		7443	PIC	15.00	
							TOTAL SALARIES		
R&B PCT #2	10,972.75	855.01	2,595.47	1,448.41	15,871.64		CKS #		
(DEDUCTIONS)		855.01	33.49	768.10					
R&B PCT #3	13,203.75	935.81	3,462.47	1,742.89	19,344.92		TEXAS CSDU	1,420.14	
(DEDUCTIONS)		935.81	998.51	924.27			TEXAS LIFE	734.72	
							TRANSAMERCIA	246.62	
							NACO	465.00	
R&B PCT #4	13,038.15	951.42	3,024.79	1,721.04	18,735.40		AFLAC	5,323.62	
(DEDUCTIONS)		951.42	494.77	912.68			TCDRS	136,464.78	
							FED'L RESERVE BANK	73,526.25	
							DENTAL SELECT	144.92	
CO ATTY FORFEITURE	167.50	12.76	0.00	22.12	202.38		GLOBAL LIFE	695.21	
(DEDUCTIONS)		12.76	0.00	11.73			VOYA	902.50	
							GYM MEMBERSHIP	714.56	
ELECTIONS CONTRACT	0.00	0.00	0.00	0.00	0.00				
(DEDUCTIONS)		0.00	0.00	0.00					
SECURITY FUND	597.50	65.68	0.00	78.87	742.05				
(DEDUCTIONS)		65.68	0.00	41.83					
							Social Security	39,636.08	
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00		Medicare Tax	9,269.58	
(DEDUCTIONS)		0.00	0.00	0.00				48,905.66	
							FED W/H	24,620.59	
								73,526.25	
CO. ATTY. SUPPLEMENTAL	921.50	70.06	0.00	121.65	1,113.21				
(DEDUCTIONS)		70.06	0.00	64.51					
							65,778.18		
							65,778.18		
							131,556.36	EMPLOYER	90,975.61
TOTALS	332,449.16	24,452.83	65,778.18	43,649.87	466,330.04		10,985.45	EMPLOYEE	48,245.08
		24,452.83	10,985.45	23,147.89			10,985.45	TCDRS	139,220.69
		48,905.66	76,763.63	66,797.76			153,527.26		
							CAD	6,114.45	
							GWD	3,443.80	
							COBRA		
							RETIREE	1,477.70	
							TAC INS.	164,563.21	

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

April 25, 2022

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

APRIL

2022

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

April 25, 2022



Form 3072
January 2020-E

County Indigent Health Care Program (CIHCP)
Monthly Financial Report

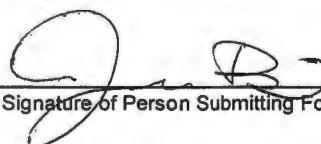
County Name: Colorado Co. Indigent Report for (Month/Year): April 2022
or
Amendment of the Report for (Month/Year): _____

I. Reimbursable Expenditures During This Report Month

Physician Services	1.	\$0.00	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$0.00	
Laboratory/X-Ray Services	5.	\$8.29	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$98.32	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$106.61
Reimbursements Received (Do not include State Assistance.)	13. (\$0.00)	
6% Eligibility System Review Findings (\$ in error)	14. ()	
Total to be Deducted (Add #13 + #14.)			15. \$0.00
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16. \$106.61

II. Expenditure Tracking for State Assistance Funds Eligibility/Reimbursement

Total Expenditures for Current State Fiscal Year (9/1 - 8/31):	80,760.86
General Revenue Tax Levy GRTL:	7,853,500.81
4% of GRTL:	314,140.03
6% of GRTL:	471,210.05
8% of GRTL:	628,280.06


Signature of Person Submitting Form 105

Date 04/21/2022

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

April 25, 2022

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

April, 2022

ACTIVE CASES:

**Glenda Bartek
Manuel Hernandez
Brandon Barton
Brenda Ellison
Edwardo Torres**

**LaKeith Williams
Albert Rios**

DENIED DUE TO CHANGE :

DENIED APPLICATIONS: Antonio Martinez

APPROVED APPLICATIONS:

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

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

April 25, 2022

- _18. 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 is glad we don't have 50 mile per hour winds today.

We need rain.

Commissioner Neuendorff stated that in 2 weeks Sealy Rd. will be closed going into Austin County; the bridge will be closed.

Judge Prause stated that we have wonderful people that work for Colorado County.

- _19. 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.

- _20. Adjourn.

Motion by Judge Prause to adjourn at 9:55 A.M.; seconded by Commissioner Kubesch.

An audio recording of this meeting of April 25, 2022 is available in the County Clerk's Office.

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

April 25, 2022

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 25th day of April 2022 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 25th day of April 2022.

Given under my hand and official seal of office this date April 25, 2022.

