

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

DATE OF MEETING: December 12, 2022 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas 78934

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 12th day of December 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:**

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

**County Judge Ty Prause called the meeting to order at 9:07 A.M., followed by Pledges to the United States Flag and Texas Flag.**

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

**December 12, 2022**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_\_1. Agenda as posted.

**Motion by Commissioner Wessels to approve Agenda as posted; 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**

**December 12, 2022**

FILED FOR RECORD  
COLORADO COUNTY, TX

2022 DEC -8 PM 4:06

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

KIMBERLY MENKE MK  
COUNTY CLERK

DATE OF MEETING: December 12, 2022 – 9:00 A.M.  
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**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

1. Agenda as posted.
2. Public comments.
3. Minutes for Regular and Special Meetings for November 2022.
4. Resolution recognizing Commissioner Darrell Kubesch on his retirement. (Prause)
5. Resolution recognizing County Auditor Raymie Kana on her retirement. (Prause)
6. Appoint members to Colorado County Historical Commission for the 2023-2024 term. (Prause)
7. Updated Service Agreement with Texas Disposal Systems, Inc., Precinct No. 1. (Wessels)
8. Establish schedule for Commissioners Court Meetings for 2023.
9. Appoint County Judge Pro-Tem for 2023.
10. Authorize County Auditor to pay month end and year end bills prior to December 31, 2022. (Kana)
11. Request by Commissioner Kubesch to allocate Precinct 2's share of funds from the Local Assistance and Tribal Consistency Fund to the financial management software. (Kubesch)
12. Consent items:
  - a. Texas Department of Transportation Local Government Assistance FY2023 allocation of road materials.
  - b. Grant Administration Services Contract with Langford Community Management Services for the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Local Hazard Mitigation Plan Program (LHMPP) Contract No. 22-130-014-D794.
  - c. Order Appointing County Auditor for two year term beginning on January 1, 2023 and ending December 31, 2024.

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

**December 12, 2022**

- d. Donation from Michelle Lowrance contributing the cost of her compensatory time towards the new system licensing costs.
- \_13. Check cancellation.
- \_14. County Auditor's Monthly Financial Report for November 2022.
- \_15. County Investment Officer's Investment Report for November 2022.
- \_16. Affidavit approving County Investment Officer's Report for November 2022.
- \_17. County Treasurer's Monthly Report for November 2022.
- \_18. Affidavit approving County Treasurer's Monthly Report for November 2022.
- \_19. Examine and approve all accounts payable and budget amendments.
- \_20. 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)
- \_21. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_22. Adjourn.

**CERTIFICATION**

NAME: Ty Prause  
TITLE: Colorado County Judge  
SIGNATURE OF CERTIFYING OFFICIAL:  
DATE: December 8, 2022  
TELEPHONE NUMBER: (979) 732-2604  
FAX NUMBER: (979) 732-9389



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

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

**December 12, 2022**

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

**No public comments.**

**\_\_3. Minutes for Regular and Special Meetings for November 2022.**

**Motion by Commissioner Gertson to approve minutes for Regular and Special Meetings for November 2022; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

**\_\_4. Resolution recognizing Commissioner Darrell Kubesch on his retirement. (Prause)**

**Judge Prause called for a round of applause for Commissioner Darrell Kubesch. He then read the resolution to the court. Commissioner Kubesch was presented a gift from the court. Commissioner Kubesch expressed his appreciation.**

**Motion by Judge Prause to approve the resolution recognizing Commissioner Darrell Kubesch on his retirement; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

December 12, 2022

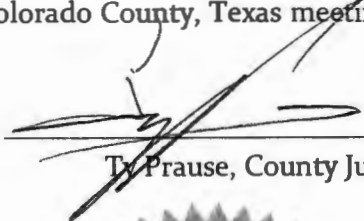
**Colorado County Commissioners Court  
Resolution of Appreciation**

**WHEREAS, DARRELL KUBESCH**, faithfully and diligently served the citizens of Colorado County as Commissioner for Precinct No. 2 from January 1, 2011 until his retirement of December 31, 2022, with effectiveness and devotion, with honor to himself and to his office; and

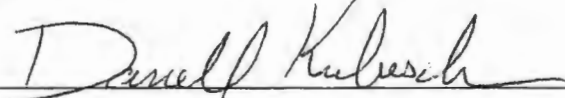
**WHEREAS**, this body acting on its own accord wishes to recognize the exemplary service of Darrell Kubesch for his untiring and devoted efforts in assistance to the constituents of Colorado County.

**NOW, THEREFORE, BE IT RESOLVED:** That the Commissioners Court of Colorado County, Texas does hereby go on record as extending to Darrell Kubesch its thanks for a job well done and this Resolution shall be spread upon the Minutes of the Commissioners Court of Colorado County meeting in Regular Session this the 12<sup>th</sup> day of December, 2022.

The above Resolution was moved by Judge Ty Prause and seconded by Commissioner Doug Wessels and unanimously adopted by the Commissioners Court of Colorado County, Texas meeting in Regular Session on this the 12<sup>th</sup> day of December, 2022.

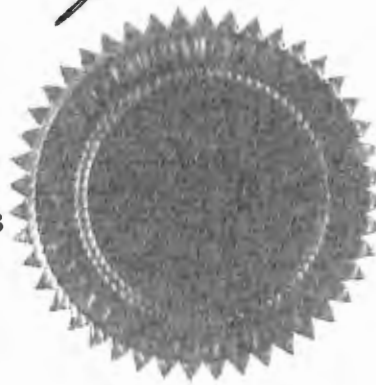
  
\_\_\_\_\_  
Ty Prause, County Judge

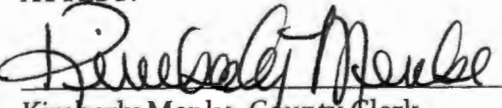
  
\_\_\_\_\_  
Doug Wessels, Commissioner, Precinct 1

  
\_\_\_\_\_  
Darrell Kubesch, Commissioner, Precinct 2

  
\_\_\_\_\_  
Keith Neuendorff, Commissioner, Precinct 3

  
\_\_\_\_\_  
Darrell Gertson, Commissioner, Precinct 4



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

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

**December 12, 2022**

**\_\_5. Resolution recognizing County Auditor Raymie Kana on her retirement. (Prause)**

**Judge Prause presented a gift to County Auditor Raymie Kana. The Commissioners expressed their gratitude to Mrs. Kana. Judge Prause allowed members of the audience to express their congratulations to both Commissioner Kubesch and Raymie Kana and invited everyone to attend a reception after the meeting.**

**Motion by Judge Prause to approve a resolution recognizing County Auditor Raymie Kana on her retirement; seconded by Commissioner Wessels; 5 ayes 0 nay; motion carried; it was so ordered.**

**(See Attachment)**

December 12, 2022

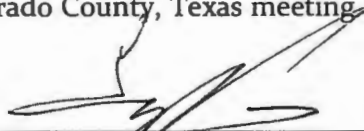
**Colorado County Commissioners Court  
Resolution of Appreciation**

WHEREAS, RAYMIE KANA, faithfully and diligently served the citizens of Colorado County as Assistant County Auditor from February 1, 1987 to December 31, 1990 and as County Auditor from January 1, 1991 until her retirement of December 31, 2022, with effectiveness and devotion, with honor to herself and to her office; and


WHEREAS, this body acting on its own accord wishes to recognize the exemplary service of Raymie Kana for her untiring and devoted efforts in assistance to the constituents of Colorado County.

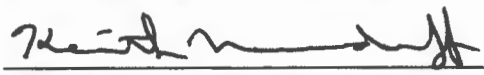
NOW, THEREFORE, BE IT RESOLVED: That the Commissioners Court of Colorado County, Texas does hereby go on record as extending to Raymie Kana its thanks for a job well done and this Resolution shall be spread upon the Minutes of the Commissioners Court of Colorado County meeting in Regular Session this the 12<sup>th</sup> day of December, 2022.

The above Resolution was moved by Judge Ty Prause and seconded by Commissioner Doug Wessels and unanimously adopted by the Commissioners Court of Colorado County, Texas meeting in Regular Session on this the 12<sup>th</sup> day of December, 2022.

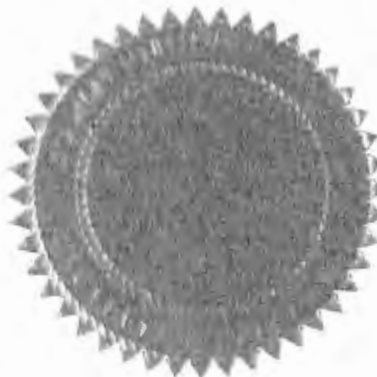
  
\_\_\_\_\_  
Ty Prause, County Judge

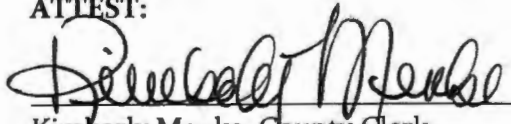
  
\_\_\_\_\_  
Doug Wessels, Commissioner, Precinct 1

  
\_\_\_\_\_  
Darrell Kubesch, Commissioner, Precinct 2

  
\_\_\_\_\_  
Keith Neuendorff, Commissioner, Precinct 3

  
\_\_\_\_\_  
Darrell Gertson, Commissioner, Precinct 4



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



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

**December 12, 2022**

**\_\_6. Appoint members to Colorado County Historical Commission for the 2023-2024 term. (Prause)**

**Motion by Commissioner Wessels to appoint members to Colorado County Historical Commission for the 2023-2024 term as presented; 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**

**December 12, 2022**

**Colorado County Historical Commission Appointments for 2023 - 2024**

Becky Anderson  
Mark Anderson  
Allen Bellamy  
Mariette Bellamy  
Warren Briggs  
Susan Chandler  
Bernice Perry Etheridge  
Joe Fling  
Karyn Frayard  
Ron Frnka  
Ed Jackson  
Rita Jackson  
Joye Johnson  
K. W. "Corky" Johnson  
Elvera Kahlich  
Mary Ann Kaluza  
Jo Ann Locklin  
Eve Lucas  
Heidi May  
Cody Nance  
Henry Potter  
Pamela Potter  
Walter N. Rognerud  
Ken Stavinoha  
Evelyn Stowers  
Larry Uhlig  
Marilyn Wade  
Roger Wade  
Wanda Webb  
Regena Williamson  
Nancy Perry Wooten

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

**December 12, 2022**

**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

November 1, 2022

**Re: County Historical Commission (CHC) Appointments**

**Dear County Judges and Commissioners,**

CHC appointments are professional commitments to represent the county's interests in preserving historic and cultural heritage. During 2021, CHCs reported having contributed 284,046 hours of service to counties across Texas, which carries a monetary value of \$8.5 million using rates published on [independentsector.org](http://independentsector.org).

This extraordinary contribution is thanks to the dedicated and productive individuals who are appointed by county commissioners courts to serve on your county's CHC. Now is the time to identify potential appointees who will contribute consistently during the 2023–2024 term of service. Consider how your county can benefit from a CHC comprised of experienced and active appointees.

Chapter 318 of the Texas Local Government Code directs county commissioners courts to make CHC appointments in January of odd-numbered years for a two-year term. To ensure a smooth transition between terms, consider approving 2023–2024 appointments by December 31 with a start date of January 1, 2023.

We encourage you to appoint individuals that demonstrate an active interest in preserving historic and cultural resources in your county. CHCs should represent the age range and ethnic diversity of all precincts in your county.

**The enclosed flyers provide supplemental information** on recommended appointee criteria and submitting appointee rosters to our agency as required by state statutes. This information will help you appoint individuals who can assist in efforts to preserve historic resources, encourage heritage tourism, and revitalize communities.

Thank you in advance for sharing CHC appointee contact information for the 2023–2024 term of service.

Emiliano Calderon, Coordinator  
County Historical Commission Outreach Program

Enclosed: CHC Organizational Flyers 1 & 2, 2021 CHC Annual Report Summary



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

**December 12, 2022**



**Submitting CHC Appointments to the THC**  
County Historical Commission (CHC) Organizational Flyer 01

Texas Local Government Code, Chapter 318, enables county commissioners courts to appoint individuals to serve on county historical commissions (CHC). Section 318.003(d) directs county commissioners courts to provide the Texas Historical Commission (THC) with a list of appointees and their mailing addresses. The information below will help county officials and staff submit accurate information to the THC.



*Montgomery CHC receives a 2021 Distinguished Service Award (DS-1).*

**Prior to Submitting Appointments**

Before selecting appointees, please verify that potential appointees and those proposed for reappointment are willing and able to serve. Ensuring an active level of commitment is important since many appointees have responsibilities outside the CHC that may require them to change the focus of their service. Please work with CHC appointees to determine preservation activities that the county and appointees feel confident pursuing.

CHCs have resumed indoor and outdoor activities in increasing numbers since the pandemic. To support these efforts, THC staff have provided recommendations for preservation-related work here: [www.thc.texas.gov/thc-recommendations-chcs-2020-interim](http://www.thc.texas.gov/thc-recommendations-chcs-2020-interim). These webpages highlight ongoing CHC projects to demonstrate how appointees continue to preserve and protect resources during this time.

**Ensuring Accurate Appointee Contact Information**

Please gather the names, physical addresses, phone numbers, and email addresses for CHC appointees and enter the information into the roster template provided here: [www.thc.texas.gov/chc-appointments](http://www.thc.texas.gov/chc-appointments). Submitting appointee information using this Microsoft Excel template enables our agency to merge data from 254 counties, creating a mass mailing list to promote opportunities and services that contribute to the livelihood of your CHC.

**Submitting 2023-2024 CHC Appointee Rosters**

Please ask county staff to complete the CHC appointee roster template noted above in Microsoft Excel and email the roster to CHC Outreach Specialist, Jaclyn Zapata- (512) 475-2692, [jaclyn.zapata@thc.texas.gov](mailto:jaclyn.zapata@thc.texas.gov).



*Goliad CHC appointees conduct a headstone inventory at the Pettus Cemetery.*

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

**December 12, 2022**



**Recommended Criteria for CHC Appointees**  
County Historical Commission (CHC) Organizational Flyer 02

Texas Local Government Code, Chapter 318, enables county commissioners courts to appoint individuals to serve on county historical commissions (CHC). Visit the following webpage to reference a record copy of these statutes: [www.statutes.capitol.texas.gov/Docs/LG/htm/LG.318.htm](http://www.statutes.capitol.texas.gov/Docs/LG/htm/LG.318.htm). The statutes provide minimal direction for appointment methodology and appointee criteria. This flyer comments on both issues in response to county official inquiries.

**Statutory Directives for CHC Composition**

- CHC must be composed of at least 7 county residents; statutes do not include a maximum number of appointees.
- Appointees serve a two-year term, ideally beginning in January of odd-numbered years.
- Appointees must broadly reflect the age, ethnic, and geographic diversity of the county.
- Appointees must have an interest in historic preservation and an understanding of local history and resources.

**Appointment Methodology**

Statutes do not address the exact methodology for appointing CHCs. Our research shows that this process varies somewhat from county to county. Some county officials interview individuals seeking the appointment and others accept recommendations from existing CHC appointees. Whatever method your county selects, please consider the following recommendations prior to appointment. Applying statutory criteria along with our recommended criteria ensures that appointees are active, work well with others, and leave a positive impression with the public.

**Recommended Appointee Criteria**

Please appoint individuals who can contribute in a variety of ways. If possible, appoint individuals who have Internet access (home, CHC office, or public hub), can leave home to perform site visits, and will maintain a positive attitude. Appointees should be able to meet the following recommended criteria.

- Able and committed to attend full commission meetings; statutes require at least 4 meetings per year.
- Able and willing to volunteer time to plan and manage projects, programs, and events.
- Able to receive/respond to public inquiries about county historic resources in a timely manner.
- Able and willing to attend preservation education opportunities outside of their county.
- Able to provide site visits to historic properties within the county to update property inventories and provide current information on site conditions to THC staff.



*Young CHC appointees refinish a State Historical Marker.*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**



**2021 CHC Annual Report Summary**  
County Historical Commission (CHC) Performance Highlights

The Texas Historical Commission received reports from 193 County Historical Commissions (CHC) for the 2021 year of service. Below are primary reporting statistics that demonstrate the breadth and value of CHC services.

- **284,046 CHC volunteer hours represents work of 136 employees and has a monetary value of \$8,507,177.\***
- **Return on investment**—for every \$1 counties invested in CHCs, \$8.1<sup>0</sup> worth of service was returned by CHCs.
- CHCs supplemented county money with \$353,167 from grants, donations, and fundraisers.

Financial data from 2021 CHC annual reports	Average allocation	Reporting Totals
Annual county allocation—117 CHCs received 2021 allocation:	\$6,436	\$753,104
County money allotted for museums—16 CHCs provided amounts:	\$8,779	\$140,463
Any other money issued by the county:		\$144,159
<b>Total county monies invested:</b>		<b>\$1,037,726</b>

**General information about Texas CHCs based on 2021 CHC reports**

- Average size of reporting CHCs is 16 appointees and usually hold five meetings per year.
- CHCs provide an average of 1,472 volunteer hours per year; reports show zero hours upwards to 10,000 hours.
- CHCs participate in a wide range of activities, some of which are noted below.

Select preservation activity based on 193 CHC reports for 2021 year of service	# of participating CHCs <sup>†</sup>
Visit sites to monitor the physical condition of subject markers in your county	111
Visit sites to monitor the physical condition of cemeteries in your county	105
Visit sites to monitor the physical condition of designated properties (RTHL, NR)	55
Promoted historic and cultural sites to sustain heritage tourism initiatives	82
Made concerted efforts to improve online presence of CHC and/or county	83
Provided educational events/presentations to audiences outside your CHC	99
Provided educational events/presentations to youth/schools	72
CHC appointees volunteered at a historic site that is open to the public at large	82
Provided tours of historic buildings and/or sites within the county	67

\* Current estimated volunteer hourly rate is \$29.95 as per [independentsector.org](http://independentsector.org).

Reporting data as of 6/17/22

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

**December 12, 2022**

**\_\_7. Updated Service Agreement with Texas Disposal Systems, Inc., Precinct No. 1. (Wessels)**

**This is an updated service agreement for a three-year contract for weekly pickup in  
Rock Island.**

**Motion by Commissioner Wessels to accept an updated Service Agreement with Texas  
Disposal Systems, Inc., 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  
December 12, 2022**



**TEXAS DISPOSAL SYSTEMS, INC.  
SERVICE AGREEMENT**  
www.texasdisposal.com

**SEALY**  
6500 MUEGGE RD.  
SEALY, TX 77474  
979-472-1582

FAX TO CLINT @ 979-627-7377

CHARKNESS@TEXASDISPOSAL.COM

**SERVICE AGREEMENT #**

<b>NEW ACCOUNT</b>		Customer Number: <b>10-11675</b>	
<input type="checkbox"/> SERVICE LEVEL CHANGE		<input checked="" type="checkbox"/> UPDATED SERVICE AGREEMENT	
<input type="checkbox"/> NEW SERVICE LOCATION		<input type="checkbox"/> OTHER	
Salesperson Name: <b>Clint Harkness</b>		Notepad Entry:	
Start Service Date:		S/T Code:	
Alpha Search:		PO#	
Customer Name: COLORADO COUNTY PRECINCT # 1			
Billing Name: COLORADO COUNTY PRECINCT			
Billing Address: PO BOX 129			
City: <b>ROCK ISLAND</b>		State: <b>TX</b>	
Zip: <b>77470</b>		Tax Entity:	
Service Address: <b>3334 CR 106</b>			
City: <b>ROCK ISLAND</b>		State: <b>TX</b>	
Zip: <b>77470</b>		Phone: <b>979-758-4041</b>	
Fax#		Alternate # 979-234-2071	
Service Contact: <b>DOUG WESSELS</b>		Accounts Payable Contact:	
Email Address: <b>doug.wessels@co.colorado.tx.us</b>		Cycle:	
Map Grid:			
Special Instruction Line 1: <b>1-4RLX1</b>			
Special Instruction Line 2:			
Other Info			
<b>FINAL APPROVAL BY OPERATIONS IS REQUIRED PRIOR TO THE START OF THE CONTRACT</b>			

<b>COMMERCIAL</b>		<b>ROLL OFF</b>			
<input checked="" type="checkbox"/> REAR LOAD	<input type="checkbox"/> SIDE LOAD	<input type="checkbox"/> RECYCLE	<input type="checkbox"/> PERMANENT	<input type="checkbox"/> TEMPORARY	<input type="checkbox"/> SPECL WASTE
<input type="checkbox"/> LOCKING LIDS	<input type="checkbox"/> CASTERS	<input type="checkbox"/> COMPACTOR	<input type="checkbox"/> CUST. OWNED	<input type="checkbox"/> PSU	<input type="checkbox"/> OPEN TOP

QTY	SIZE	FREQ PER WEEK	MONTHLY CHG
1	4RL	1X	\$156.00

QTY	SIZE	RENTAL RATE	HAUL RATE	DELIVERY FEE	LANDFILL FEE

MONTHLY CHARGE \$156.00	ESTIMATED NUMBER OF HAULS PER MONTH:
OTHER CHARGES: CURRENT FUEL SURCHARGE, SALES TAX	SPECIFY OTHER CHARGES:
	SPECIFY OTHER CHARGES:
	TOTAL MONTHLY CHARGE BEFORE TAX \$

INITIAL TERM - 36 MONTHS, UNLESS OTHERWISE SPECIFIED  
 APPLICABLE SALES TAX WILL BE CHARGED UNLESS CUSTOMER PROVIDES A TAX EXEMPTION CERTIFICATE FOR EACH EXEMPT SERVICE LOCATION

<b>TEXAS DISPOSAL SYSTEMS</b>	<b>TDS CUSTOMER</b>
Authorized Signer:	Authorized Signer: <i>[Signature]</i>
Print Name: Clint Harkness	Print Name: <b>DOUG WESSELS</b>
Title: Sales	Title: <b>COMMISSIONER PCT # 1</b>
Date:	Date: <b>12-12-2022</b>

	QTY	SIZE	CHARGE CODE	FREQ PER WEEK	MONTHLY CHG	HAUL RATE	RENTAL RATE
N							
E							
W							
O							
L							
D							

Date Service Received:	WO#	Proration Code:
From: / / To: / /	Entered By:	Date:
Verified By:	Date:	



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

**December 12, 2022**

**ADDITIONAL TERMS AND CONDITIONS**

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

- a) "Company" shall mean Texas Disposal Systems, Inc.
- b) "Customer" shall mean the customer named on the front page of this Agreement
- c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided Customer by the Company as specified on the front page of this Agreement, or otherwise as supplied by the company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of the Company.
- d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBB) and petroleum.
- e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which the Company can handle and transport without the requirement of a hazardous or toxic license or permit which does not contain Hazardous Materials, and shall include Recyclable Material.
- f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify the Company of any and all recycling efforts by Customer. The Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waste Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any additional collection service or attempts to provide such service shall be charged as "extra pick up".

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) **Sales tax, Use tax, Fees, and Surcharges:** Customer shall also be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) **Adjustments:**

- i. **Fuel:** Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.
- ii. **Landfill Fees:** The monthly charge for service shall be automatically adjusted as landfill charges change. It being recognized that landfill services may increase or decrease from time to time.

iii. **Consumer Price Index:** The Company reserves the right to increase the fees and charges hereunder from time to time to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted, revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. **Extra Services:** The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) **Terms:** The Customer shall be billed on a monthly basis by Company. Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, customer shall pay late charges equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate on all amounts unpaid.

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations, for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. **TERM:** This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of three years to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration

Initial 

Business Name COLORADO COUNTY PRECINCT # 1

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. **TITLE:** The Equipment is and, throughout the term hereof, shall be considered as being owned and leased by the Company to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. **CHANGES IN SERVICE:** Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. **PREMISES:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-of-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. **INDEMNITY. CUSTOMER AGREES TO AND SHALL INDEMNIFY THE COMPANY, IT'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY FOR EVERY KIND, INCLUDING ALL EXPENSES OF INVESTIGATION, LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, PROPERTY DAMAGE, LOST PROFIT, FINE OR PENALTY ARISING OUT OF OR ATTRIBUTED TO DIRECTLY OR INDIRECTLY, THE POSSESSION OR USE OF THE EQUIPMENT BY THE CUSTOMER, THE OPERATION OF THE EQUIPMENT BY THE INDEMNIFIED PARTIES ON CUSTOMER'S PREMISES, REPOSSESSION OF THE EQUIPMENT OR THE HANDLING, TRANSPORTATION OR LANDFILL DELIVERY OF MATERIALS DEPOSITED IN THE EQUIPMENT BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, DEPOSIT OF MATERIALS OTHER THAN PROPER WASTE MATERIALS IN THE EQUIPMENT), REGARDLESS OF WHETHER SUCH INJURY, DEATH, DAMAGE, FINE OR PENALTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CUSTOMER AND COMPANY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, FINE OR PENALTY. CUSTOMER FURTHER AGREES TO HANDLE AND DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE INDEMNIFIED PARTIES, AND IN THE INDEMNIFIED PARTIES' NAME, ANY CLAIM OR LITIGATION IN CONNECTION WITH SUCH INJURY, DEATH, PROPERTY DAMAGE, FINE OR PENALTY. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.**

10. **MISCELLANEOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

Initials DW

Business Name COLORADO COUNTY PRECINCT #1

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022



Site Access Requirements

Commercial refuse trucks can weigh 60,000 lbs or more when fully loaded, can be up to 38 feet in length, over 10 feet wide at the mirrors and 14 feet high. These trucks are top heavy and are not capable of sharp turns.

- **Entrance to and exit from the property:**  
Refuse trucks need a width of at least 12 feet to drive straight in and more if we have to approach the entrance or exit at an angle. We require 16 feet overhead clearance on driving surfaces and up to 22 feet of height at the dump site depending on the container size.
- **Driving surface:**  
The driving surface should be strong enough to support the weight of a commercial truck. Deterioration of the driving surface should be expected and is considered normal wear and tear. This includes, but is not limited to, cracks and ruts. It can be reduced by the design and construction of a surface that meets commercial truck traffic specifications. It is the customer's responsibility to provide and maintain the proper driving surface.

Sites that are not upgraded with paved surfaces may be classified as "fair weather" stops. During wet weather a "fair weather" stop may not be serviced until surface conditions allow access.

- **Fair Weather Stops**  
A Fair Weather Stop is a classification that TDS uses to identify container sites that may become inaccessible during inclement weather. These are usually sites located in areas with unimproved road surfaces such as dirt or gravel.

A driver must assess the approach to each container site and determine if it is safe to proceed. If it is likely that the truck may become stuck or slip off the road the driver is authorized and expected to skip the stop and report it as "skipped and impassible". The customer will be serviced at the next scheduled time if the conditions are improved enough to allow servicing. Credits are not issued for fair weather stops that are skipped.

Make-up trips are considered extra and charged as such.

- **Pad site and dump site:**  
These sites need to be of sufficient construction to accommodate the container and the weight of the truck.
- **Tire Ruts**  
A common occurrence with Commercial Front Load service is tire ruts develop leading up to the container. A Front Load Trash Truck is a unique vehicle that has more weight on the front tires than most other commercial vehicles; especially when servicing a container. As a result, they get stuck in mud or soft places easier than other vehicles.

When servicing a container the weight on the front tires doubles by the amount of what is being picked up. The sudden weight increase can cause the truck to "sink" if the road or ground is soft. This is why the deepest ruts are right in front of the container. The slab in front of the pad site should be 6" thick steel re-enforced concrete.

Colorado County Precinct #1      Customer Name  
3334 CR 106                              Service Address  
Rock Island, TX 77470              City, TX. Zip Code

I understand the site requirements for commercial refuse service and have received a copy of this handout.

x Darryl W. [Signature]

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022



**COMMERCIAL CONTAINER GUIDELINES**

The following items can be placed in the Single Stream Recycling Container.  
Items must be loose and **NOT** in bags

- Paper
  - Office paper
  - Magazines
  - Catalogs
  - Newspaper
  - Envelopes
  - File folders
  - Sticky notes
- Cardboard or Boxboard
  - Shipping boxes
  - Shoe Boxes
  - Cereal Boxes
  - Food Boxes
- Empty Containers made of Plastic, Metal, Aluminum, or Glass
  - Soda cans
  - Water bottles
  - Glass bottles
  - Soup cans
  - Plastic containers

The following is a list of items **NOT** allowed in trash OR recycling frontload or side-load containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

Thank you for doing business with Texas Disposal Systems. For more information please contact us at (800) 375-8375 or visit our website at [www.texasdisposal.com](http://www.texasdisposal.com)

Signature: Dana Wessel Date: 12-12-2022  
Company Name: Colorado County Precinct #1  
Account Number: 10-11675

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

**December 12, 2022**

**\_\_8. Establish schedule for Commissioners Court Meetings for 2023.**

**Motion by Commissioner Gertson to establish a schedule for Commissioner Court Meetings for 2023 as presented; 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**

**December 12, 2022**

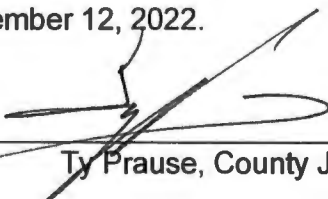
**SCHEDULE OF COLORADO COUNTY  
COMMISSIONERS COURT MEETINGS FOR 2023**


Pursuant to Section 81.005 (Terms of Court, Meetings) Local Government Code, Vernon's Texas Codes Annotated, the Commissioners Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year.

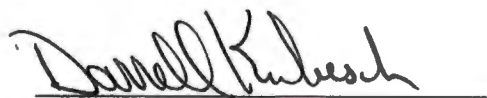
The Colorado County Commissioners Court meetings shall be held at the County Seat at the Colorado County Courthouse, 400 Spring Street, Columbus, Texas in the County Courtroom. Regular Terms shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month with exception of those months in which the Commissioners Court has designated as an official County Holiday.

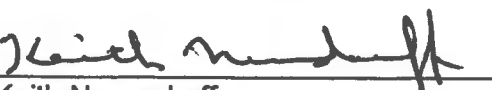
Regular Terms of Court shall be held on: January 9 & 23, February 13 & 27, March 13 & 27, April 10 & 24, May 8 & 22, June 12 & 26, July 10 & 24, August 14 & 28, September 11 & 25, October 9 & 23, November 13 & 27, December 11, and December 27 (if needed).

By Order dated December 12, 2022.

  
\_\_\_\_\_  
Ty Prause, County Judge

  
\_\_\_\_\_  
Doug Wessels  
Commissioner, Precinct No. 1

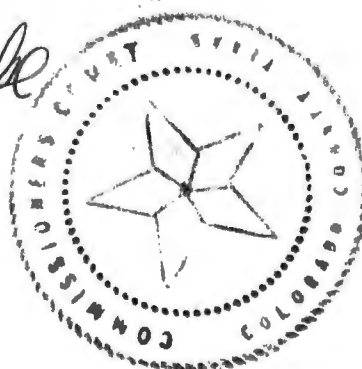
  
\_\_\_\_\_  
Darrell Kubesch  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
Keith Neuendorff  
Commissioner, Precinct No. 3

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

ATTEST:

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



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

**December 12, 2022**

**\_\_9. Appoint County Judge Pro-Tem for 2023.**

**Commissioner Gertson explained that this appointment is done on a rolling basis.**

**Motion by Commissioner Gertson to appoint Commissioner Doug Wessels as County Judge Pro-Tem for 2023; 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  
December 12, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
DECEMBER 13, 2021**

**\_22. Appoint County Judge Pro-Tem for 2022.**

**Commissioner Darrell Gertson, Precinct No. 4 gladly accepted the appointment of  
County Judge Pro-Tem for 2022.**

**Judge Prause expressed his appreciation to Commissioner Keith Neuendorff,  
Precinct No. 3 for the term he held.**

**Motion by Judge Prause to appoint Commissioner Darrell Gertson, Precinct No. 4  
for County Judge Pro-Tem for 2022; seconded by Commissioner Wessels;**

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

**(See Attachment)**



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

**December 12, 2022**

- \_10. Authorize County Auditor to pay month end and year end bills prior to December 31, 2022. (Kana)

**Motion by Commissioner Gertson to authorize County Auditor to pay month end and year end bills prior to December 31, 2022; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

- \_11. Request by Commissioner Kubesch to allocate Precinct 2's share of funds from the Local Assistance and Tribal Consistency Fund to the financial management software. (Kubesch)

**Commissioner Kubesch explains that this stems from the October 11, 2022 meeting. He said this is like the ARPA money and he doesn't agree with. He would rather see the money put towards something more constructive than road and bridge. His reasoning for the request is because the contract with ARPA comes with executive orders from the President of the United States that we don't know anything about, and it comes from the Social Security Trust Fund and since this is not an emergency procurement, he doesn't want to accept this money for road and bridge.**

**Motion by Commissioner Kubesch to allocate Precinct 2's share of fund from the Local Assistance and Tribal Consistency Fund to the financial management software or to the Veterans Service Officer for Disabled Veterans of the County. No action take on this motion. Judge Prause thanked Commissioner Kubesch for his thoughts on this matter and asked if he had considered waiting on deciding to allow incoming Commissioner Ryan Brandt to weigh in on the subject.**

**Amended Motion by Commissioner Kubesch to defer the request to allocate Precinct 2's share of funds from the Local Assistance and Tribal Consistency Fund to the financial management software to allow incoming Commissioner Ryan Brandt to decide; seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
October 11, 2022**

- \_14. Request funding for Local Assistance and Tribal Consistency Fund (LATCF) for Colorado County, an eligible revenue sharing county. (Kana)**

**Raymie Kana explained Colorado County is eligible for \$100,000 (\$60,000 this year and \$60,000 next year). This money can be given to the precincts for roads and bridges.**

**Motion by Commissioner Wessels to request funding for Local Assistance and Tribal Consistency Fund (LATCF) for Colorado County, an eligible revenue sharing county, and split it equally between the four precincts; seconded by Commissioner Gertson; 4 ayes 1 nay (Kubesch); motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
October 11, 2022**

**Local Assistance and Tribal Consistency Fund  
Allocations to Eligible Revenue Sharing Counties**

**September 2022**

Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay \$2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. This document summarizes Treasury's methodology for determining eligibility and allocating funds to eligible revenue sharing counties.

The Act appropriates \$1.5 billion to Treasury for payment to eligible revenue sharing counties, reserving \$750 million for each of fiscal years 2022 and 2023, and directs the Secretary of the Treasury (the Secretary) to allocate the funds "taking into account economic conditions of each eligible revenue sharing county using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20 year period ending September 30, 2021."<sup>1</sup>

**Eligibility Criteria**

***Statutory requirements for determining eligibility***

The statute defines eligible revenue sharing counties to include any county, parish, or borough

- (i) that is independent of any other unit of local government;
- (ii) that, as determined by the Secretary, is the principal provider of government services for the area within its jurisdiction; and
- (iii) for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program.<sup>2</sup>

The statute also specifically enumerates the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands as eligible revenue sharing counties.<sup>3</sup>

<sup>1</sup> 42 U.S.C. § 805(b)(1). Treasury previously announced the allocation of the \$500 million reserved for Tribal governments, available here: <https://home.treasury.gov/system/files/136/605-LATCF-Allocation-Methodology-Summary.pdf>.

<sup>2</sup> See 42 U.S.C. § 805(f)(1)(A).

<sup>3</sup> See *id.* § 805(f)(1)(B).

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

October 11, 2022

*Defining "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services"*

Treasury referred to Census Bureau classifications to determine which units of government constitute "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services." Treasury referred to the Census Bureau's census of governments<sup>4</sup> and its classification of the functional status of counties and equivalents.<sup>5</sup>

First, Treasury referred to those geographic areas classified by the Census as counties including those that the Census Bureau categorizes as parishes or boroughs.<sup>6</sup>

Second, Treasury determined that counties that are consolidated with other units of government are not "independent of any other unit of local government."<sup>7</sup>

Third, Treasury determined that counties that do not have government functions or have only very limited government functions do not qualify as "principal provider[s] of government services." Such counties include those classified by the Census Bureau as "non-functioning legal entities."<sup>8</sup>

*Defining "negative revenue impact due to implementation of a federal program implementation or changes to such program"*

Treasury is defining counties with a "negative revenue impact due to the implementation of a Federal program or changes to such a program" to be counties that participate in the Payments in Lieu of Taxes (PILT) program administered by the Department of the Interior and the Refuge Revenue Sharing program administered by the Fish and Wildlife Service (FWS).<sup>9</sup> Both of these revenue sharing programs provide funds to counties that are available for expenditure for general

<sup>4</sup> See 13 U.S.C. § 161; Individual State Descriptions: 2017, 2017 Census of Governments, U.S. Census Bureau, G17-CG-1SD (April 2019) (2017 Census of Governments Report).

<sup>5</sup> See Functional Status Codes and Definitions, U.S. Census Bureau, <https://www.census.gov/library/reference/code-lists/functional-status-codes.html>.

<sup>6</sup> Entries in the Census of Governments Report with functional status codes of "F" and "S" are either fictitious county entities created by the Census Bureau to fill its geographic hierarchy or statistical entities that the Census Bureau uses to subdivide the unorganized borough of Alaska and are, therefore, not counties, parishes, or boroughs. See 2017 Census of Governments Report at 17.

<sup>7</sup> Such counties are listed in the Census of Governments Report with functional status codes "B" and "C."

<sup>8</sup> The Census Bureau lists those counties classified as non-functioning counties with functional status code "N." See 2017 Census of Governments Report at 280. In addition, the 14 counties in Vermont that perform very limited functions do not qualify as principal providers of government services. As summarized by the Census of Governments, Vermont's counties "perform very limited functions, which consist chiefly of maintaining the courthouse and county jail." See 2017 Census of Governments Report at 280.

<sup>9</sup> More specifically, Treasury will include counties that otherwise qualify as eligible revenue sharing counties and are listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program.

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

**December 12, 2022**

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

**October 11, 2022**

purposes. Congress has not always provided consistent funding for these programs.<sup>10</sup> Counties receiving payments from these programs suffer a negative revenue impact when these programs are not fully funded, and the inconsistent funding of these programs means these counties are not able to confidently project their future revenues and thus are not able to plan their expenditures efficiently.

Under PILT, the Department of the Interior provides annual payments to counties and other local governments with certain categories of federal lands within their borders. These lands, referred to as "entitlement lands," include national parks, national forests, land managed by the Bureau of Land Management (BLM), land managed by FWS that has never left federal ownership, and others as set forth in PILT statute. Although Congress has appropriated full funding for the PILT program since fiscal year 2018, the PILT program has experienced other periods of constrained funding since 2005, requiring prorated reductions to the amounts paid to recipients under the allocation formula.

Under the Refuge Revenue Sharing program, the FWS provides annual payments to counties and other local governments that have land administered solely or primarily by the FWS. This includes payments for refuge lands that were acquired by or donated to the federal government and that are thus not included as entitlement lands for purposes of PILT. The Refuge Revenue Sharing program has also been inconsistently funded by Congress. Since 1981, Congress' appropriations for the program have varied, and the program has not been fully funded to pay the full amount to each county provided for in the allocation formula.

Thus, Treasury is defining counties "for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program" as those counties that participate in the PILT and Refuge Revenue Sharing programs.

*District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands*

The District of Columbia, the Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands are statutorily included as eligible revenue sharing counties for the LATCF program.

*Total Eligible Revenue Sharing Counties*

Overall, 2,086 total local governments meet the definition of a "county, parish, or borough" that is "independent of any other unit of local government" that is "the principal provider of services" and for which there is "a negative revenue impact as the result of the implementation of a federal program or changes to such program." This includes the District of Columbia and the 3 territories, Puerto Rico, Guam, and U.S. Virgin Islands, specifically enumerated as eligible by the statute.

<sup>10</sup> See FWS, Historical Summary of Refuge Revenue Sharing Payments, <https://www.fws.gov/sites/default/files/documents/RefugeRevShare%20Historical%20Summary2022.pdf> (indicating less than full funding for the Refuge Revenue Sharing program since 1981). A discussion of annual funding levels for PILT is provided in Interior's PILT annual reports, available at <https://www.doi.gov/pilt/resources/annual-reports>.

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

**December 12, 2022**

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

**October 11, 2022**

**Allocation Methodology**

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties "taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021."<sup>11</sup>

*Data Sources for Statutory Economic Indicators ("poverty rates, household income, land values, and unemployment rates")*

*Poverty Rates and Median Household Income*

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020.<sup>12</sup> This Census Bureau data source is meant to "provide estimates of income and poverty for the administration of federal programs and the allocation of federal funds to local jurisdictions."<sup>13</sup>

*Unemployment Rates*

Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. BLS LAUS program data is derived from the Current Population Survey, which is the household survey that is the source of the national unemployment rate.<sup>14</sup>

*Land Values*

Given the program's legislative purpose of providing additional funding to counties with federal lands<sup>15</sup> and the lack of comprehensive availability of property value data at a county or territorial level, Treasury's allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

*Data Sources for "Other Economic Indicators"*

Treasury considered various other economic indicators to factor into the allocation methodology. In evaluating whether to add a specific metric, staff considered whether there is available data at

<sup>11</sup> 42 U.S.C. § 805(b)(1).

<sup>12</sup> "The U.S. Census Bureau's Small Area Income and Poverty Estimates program produces single-year estimates of income and poverty for all U.S. states and counties." Census, Small Area Income and Poverty Estimate Program, <https://www.census.gov/programs-surveys/saipe/about.html>.

<sup>13</sup> *Id.*

<sup>14</sup> BLS, Local Area Unemployment Statistics, <https://www.bls.gov/lau/lauov.htm>.

<sup>15</sup> 167 CONG. REC. S1271 (daily ed. Mar. 5, 2021) (statement of Sen. Wyden).

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

**December 12, 2022**

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

**October 11, 2022**

the county level and the extent to which the additional metric captures something distinct from what is already required by the statute.

Treasury incorporated childhood poverty and population into the allocation as "other economic indicators." Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children.<sup>16</sup> Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020, and is incorporated into the Economic Distress Index described further below.

Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.<sup>17</sup> To account for population as an additional economic indicator, as described further below, Treasury imposed a per capita maximum payment using population data as of July 1, 2021, scaled to the effective fiscal year 2021 per capita maximum under PILT.

*Allocation Formula*

Overall, Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of \$6,000,000, a total minimum of \$50,000, as well as a per capita maximum of \$300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023. Specifically, Treasury used the following methodology to allocate funds:

- Treasury calculated an Economic Distress Index (EDI) by multiplying economic indicators (poverty rate, childhood poverty rate, median household income, and unemployment rate), averaged over the 20-year period for which data are available, in proportion to their national figures (except for the data for Puerto Rico, which were averaged over the available 10-year period, and Guam and U.S. Virgin Islands, which do not have a calculated EDI, as further described below). A higher EDI value reflects relatively higher economic distress.
- Treasury sorted eligible revenue sharing counties into five groups based on the quintile of their EDI values, such that group 1 has the least distressed economic conditions and group 5 has the most distressed economic conditions. Counties in the same group receive the same "EDI group number," reflecting which EDI group they fall in. The relationship is such that counties in group 2 receive twice the EDI weighting as counties in group 1, counties in group 3 receive three times the EDI weighting as counties in group 1, counties

<sup>16</sup> See, e.g., Chapter 3: Consequences of Child Poverty, A Roadmap to Reducing Child Poverty, National Academies of Sciences, Engineering, and Medicine, National Library of Medicine Bookshelf, <https://www.ncbi.nlm.nih.gov/books/NBK547371/>, February 28, 2019.

<sup>17</sup> See Incorporated Places and Minor Civil Divisions Datasets: Subcounty Resident Population Estimates: April 1, 2020 to July 1, 2021 (SUB-EST2021); <https://www.census.gov/newsroom/press-kits/2022/subcounty-estimates.html>.

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

**December 12, 2022**

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

**October 11, 2022**

in group 4 receive four times the EDI weighting as counties in group 1, counties in group 5 receive five times the EDI weighting as counties in group 1.

- Treasury then calculated a county's "Scaled EDI" by multiplying its EDI group by its acres of federal land (sum of a county's PILT-eligible acres as listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program).
- Treasury calculated the annual allocation for an eligible revenue sharing county by comparing the county's Scaled EDI as a proportion of the available annual funds (\$750,000,000) relative to the sum total of all Scaled EDIs, subject to a minimum, an absolute maximum, and a per capita maximum.
- Treasury calculated the total allocation of FY22 and FY23 payments by multiplying each eligible revenue sharing county's annual allocation by 2.

*Treatment of the District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands*

While all data described above is available for the District of Columbia, data availability varies for Puerto Rico, Guam, and the U.S. Virgin Islands. The District of Columbia is treated the same as other eligible revenue sharing counties in the allocation formula.

For Puerto Rico, while data is available for unemployment rate and land values, the data for poverty rate, childhood poverty rate, and median household income data is only available for a ten-year period, from 2010-2019. Accordingly, Treasury's evaluation of Puerto Rico's economic conditions is based on available data for 2010-2019.

For Guam and the U.S. Virgin Islands, BLS does not publish unemployment data, and poverty rate, childhood poverty rate, and median household income data is only available for 2009, 1999, and 1989 via the decennial Census. The available data suggests these territories should be placed in the most economically distressed group, group five, for purposes of the allocations.

**Payment schedule**

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at [treasury.gov/LATCF](https://treasury.gov/LATCF). County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
October 11, 2022**

will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

**The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.**

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

In fiscal year 2023, Treasury expects to communicate to eligible revenue sharing county governments the amount of such reallocation, if any, and the date for the second payment.

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

**December 12, 2022**

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

**October 11, 2022**

State	Recipient Name	FY 22 Allocation	FY 23 Allocation
Tennessee	Wayne County	\$50,000.00	\$50,000.00
Tennessee	Weakley County	\$50,000.00	\$50,000.00
Tennessee	White County	\$50,000.00	\$50,000.00
Tennessee	Wilson County	\$50,000.00	\$50,000.00
Texas	Anderson County	\$50,000.00	\$50,000.00
Texas	Angelina County	\$275,727.67	\$275,727.67
Texas	Aransas County	\$175,609.72	\$175,609.72
Texas	Austin County	\$50,000.00	\$50,000.00
Texas	Bailey County	\$50,000.00	\$50,000.00
Texas	Bell County	\$94,181.19	\$94,181.19
Texas	Bexar County	\$50,000.00	\$50,000.00
Texas	Blanco County	\$50,000.00	\$50,000.00
Texas	Bosque County	\$50,000.00	\$50,000.00
Texas	Bowie County	\$175,654.61	\$175,654.61
Texas	Brazoria County	\$85,673.92	\$85,673.92
Texas	Brewster County	\$1,345,449.34	\$1,345,449.34
Texas	Burleson County	\$50,000.00	\$50,000.00
Texas	Burnet County	\$50,000.00	\$50,000.00
Texas	Calhoun County	\$87,904.87	\$87,904.87
Texas	Cameron County	\$488,429.80	\$488,429.80
Texas	Camp County	\$50,000.00	\$50,000.00
Texas	Cass County	\$110,748.93	\$110,748.93
Texas	Chambers County	\$50,000.00	\$50,000.00
Texas	Cherokee County	\$50,000.00	\$50,000.00
Texas	Coleman County	\$50,000.00	\$50,000.00
Texas	Collin County	\$50,000.00	\$50,000.00
Texas	Colorado County	\$50,000.00	\$50,000.00
Texas	Comal County	\$50,000.00	\$50,000.00
Texas	Comanche County	\$50,000.00	\$50,000.00
Texas	Cooke County	\$50,000.00	\$50,000.00
Texas	Coryell County	\$50,000.00	\$50,000.00
Texas	Culberson County	\$239,599.50	\$239,599.50
Texas	Dallam County	\$123,685.30	\$123,685.30
Texas	Dallas County	\$50,000.00	\$50,000.00
Texas	Delta County	\$59,651.65	\$59,651.65
Texas	Denton County	\$63,167.14	\$63,167.14
Texas	Dickens County	\$50,000.00	\$50,000.00
Texas	El Paso County	\$50,000.00	\$50,000.00
Texas	Ellis County	\$50,000.00	\$50,000.00
Texas	Fannin County	\$50,000.00	\$50,000.00

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

**December 12, 2022**

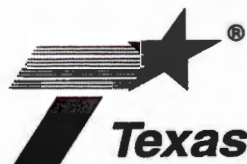
- \_12. Consent items:
- a. Texas Department of Transportation Local Government Assistance FY2023 allocation of road materials.
  - b. Grant Administration Services Contract with Langford Community Management Services for the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Local Hazard Mitigation Plan Program (LHMPP) Contract No. 22-130-014-D794.
  - c. Order Appointing County Auditor for two year term beginning on January 1, 2023 and ending December 31, 2024.
  - d. Donation from Michelle Lowrance contributing the cost of her compensatory time towards the new system licensing costs.

**Motion by Commissioner Neuendorff to approve all consent items as presented; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022



125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

403 HUCK STREET · YOAKUM, TEXAS 77995-2973 · (361) 293-4300  
December 7, 2022

The Honorable Ty Prause  
Colorado County Judge  
P O Box 236  
Columbus, TX 78934

Ref: County Assistance Program

Dear Judge Prause:

Attached is the completed application for materials showing the type and amount of materials your county commissioners will be receiving.

Our maintenance supervisor will be contacting the commissioners to coordinate the location and pick up of these materials. Please plan to have these materials delivered or picked up by May 31, 2023.

Thank you for your cooperation. If you have any questions, please contact me at (361) 293-4392.

Sincerely,

*Mark C. Netardus P.E.*

Mark Netardus, P.E.  
Maintenance Engineer

Attachment

cc: County Commissioners  
Area Engineers  
Maintenance Supervisors

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

December 12, 2022



**Yoakum District - Colorado County**  
Local Government Assistance FY 2023

Allocation: \$27,907

AVAILABLE MATERIAL	SPEC ITEM	UNITS	UNIT VALUE*	QUANTITY REQUESTED	\$ - REQUESTED VALUE
<b>Precinct #1 - Doug Wessels</b>					
RAP- Milled		CY	\$20.00	348	\$6,960
Precinct Totals:					<b>\$6,960</b>

<b>Precinct #2 - Darrell Kubesch</b>					
RAP- Milled		CY	\$20.00	348	\$6,960
Precinct Totals:					<b>\$6,960</b>

<b>Precinct #3 - Keith Neuendorff</b>					
RAP- Milled		CY	\$20.00	348	\$6,960
Precinct Totals:					<b>\$6,960</b>

<b>Precinct #4 - Darrell Gertson</b>					
RAP- Milled		CY	\$20.00	348	\$6,960
Precinct Totals:					<b>\$6,960</b>

County Totals: \$27,840

Requested By:   
County Judge

Date: 11-30-22

Approved By:  M. E. [Name] P.E.  
Maintenance Engineer

Date: 12/7/2022

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

**December 12, 2022**

**GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES  
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM CONTRACT #22-130-014-D794**

Colorado County (the "Subrecipient") and Langford Community Management Services, Tax Identification Number 74-2804904("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

**WHEREAS**, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") Local funds including the Local Hazard Mitigation Plans Program (LHMPP), administered by the Texas General Land Office ("GLO") for mitigation assistance; and

**WHEREAS**, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

**"Activity"** means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

**"Administrative and Audit Regulations"** means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

**"Attachment"** means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

**"Amendment"** means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

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

**December 12, 2022**

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form =.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in Attachment A, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in Attachment A, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in Attachment B, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“GLO-Vendor Contract” means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

“Grant Administration Fee” means the amount to be paid to Provider for all services performed for a Subrecipient.

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

**December 12, 2022**

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

“Project” means the grant administration services described in SECTION 1.03 of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Langford Community Management Services selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Monthly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in SECTION 1.05 and ARTICLE III, below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as Attachment C.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.



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

**December 12, 2022**

"Solicitation" means Subrecipient's Request for Proposals, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient Agreement" means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

**1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

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

**December 12, 2022**

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; Solicitation Documents; and Provider's Response to Solicitation.

**1.03 PROJECT**

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the mitigation program in areas affected under the CDBG—MIT Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery from the 2015 flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider's Scope of Work **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider's full and complete response to the RFP ("the Project").

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider's own efforts, the Subrecipient's current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

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

**December 12, 2022**

**1.04 REPORTING REQUIREMENTS**

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

**MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:**

**MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS.** It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

**Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.**

**PROJECT COMPLETION REPORTS:**

**NON-HOUSING SERVICES:** Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

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

**December 12, 2022**

**II. TERM**

**2.01 DURATION**

This Contract shall be effective as of February 8, 2021, the date of hiring by the County and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties

**2.02 EARLY TERMINATION**

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

**2.03 ABANDONMENT OR DEFAULT**

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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

**December 12, 2022**

III. CONSIDERATION

**3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

The application will be completed at \$0.00 amount.

The Grant Administration Fee shall not exceed \$90,480.00 prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

**The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.**

**Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.**

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in SECTION 1.04, above.

**At a minimum, invoices must clearly reflect:**

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

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

**December 12, 2022**

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

**NOTICE TO PROVIDER:**

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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

**December 12, 2022**

**IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

**4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

**4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in Attachment B have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

**4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in Attachment A have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

**4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in Attachment A have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.**

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

**December 12, 2022**

**V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

**5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling 866-606-8220.

**5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.



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

**December 12, 2022**

**5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

**5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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

**December 12, 2022**

**VI. OWNERSHIP**

**6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
  
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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

**December 12, 2022**

**VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS**

**7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

**7.02 INSPECTION AND AUDIT**

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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

**December 12, 2022**

**7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.

**7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

**7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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

**December 12, 2022**

**VIII. MISCELLANEOUS PROVISIONS**

**8.01 INSURANCE**

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

**8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE**

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

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

**December 12, 2022**

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**8.03 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

**8.04 INDEMNITY**

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

**8.05 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

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

**December 12, 2022**

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

**8.06 RELATIONSHIP OF THE PARTIES**

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

**8.07 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

**8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Subrecipient**  
**Colorado County**  
**400 Spring Street**  
**Columbus, Texas 78934**  
**Attention: Ty Prause, County Judge**

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

**December 12, 2022**

**Provider**

**Langford Community Management Services, Inc.**

**2901 County Road 175**

**Leander, Texas 78641**

**Attention: Judy Langford, President**

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

**8.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Colorado County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

**8.11 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

**8.13 DISPUTE RESOLUTION**

If the CDBG-MIT program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.



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

**December 12, 2022**

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

**8.14 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

**8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

**8.16 THIRD-PARTY BENEFICIARY**

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

**8.17 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

**SIGNATURE PAGE FOLLOWS**

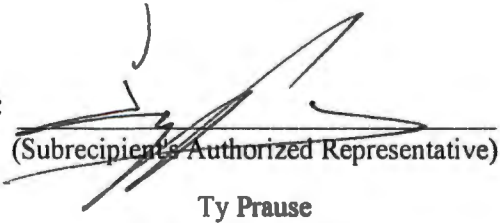
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**December 12, 2022**

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 2nd day of November, 2022.

Colorado County

BY:

  
\_\_\_\_\_  
(Subrecipient's Authorized Representative)

Ty Prause  
\_\_\_\_\_  
(Printed Name)

/ \_\_\_\_\_  
County Judge  
(Title)

BY:

  
\_\_\_\_\_  
(Langford Community Management Services)

Judy Langford  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
President  
(Title)

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

**December 12, 2022**

Attachment A  
Page 1 of 5

[View Burden Statement](#)

**ASSURANCES - CONSTRUCTION PROGRAMS**

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

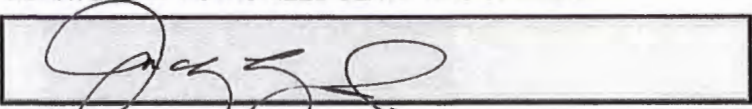
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

**December 12, 2022**

Attachment A  
Page 2 of 5

- |   |   |
|---|---|
| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
|---|---|

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President
APPLICANT ORGANIZATION	DATE SUBMITTED
Langford Community Management Services	11/2/22

SF-424D (Rev. 7-97) Back

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

**December 12, 2022**

Attachment A  
Page 3 of 5  
Approved by OMB  
0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____, quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CPDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the filer above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**MIA**

PRINT

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

**December 12, 2022**

Attachment A  
Page 4 of 5

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING  
LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**

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

December 12, 2022

Attachment A  
Page 5 of 5

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

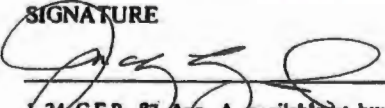
*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR	AWARD NUMBER AND/OR PROJECT NAME
Langford Community Management Services	22-130-014-D794

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  
Judy Langford, President

SIGNATURE	DATE
	11/2/22

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

**December 12, 2022**

**Attachment B  
GLO Contract No. \*\*\*\*  
Page 1 of 2**

**GENERAL AFFIRMATIONS**

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.



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

**December 12, 2022**

**Attachment B  
GLO Contract No. \*\*\*\*  
Page 2 of 2**

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
  
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
  
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 1 of 19**



**TEXAS GENERAL LAND OFFICE  
GRANT ADMINISTRATION  
SERVICES  
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED .....	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....	2
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....	5
GRANT ADMINISTRATION SERVICES – RENTAL HOUSING.....	7
GRANT ADMINISTRATION SERVICES – NON-RENTAL HOUSING.....	13

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

**December 12, 2022**

**Attachment C  
Page 2 of 19**

**SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

**DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

**Pre-Funding Services**

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

**Post-Funding Services**

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 3 of 19**

**Grant Administration Services – General**

**(a) Administrative Duties:**

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Labor and procurement duties:
  - a. Provide all Labor Standards Officer (LSO) Services.
  - b. Ensure compliance with all relevant labor standards regulations.
  - c. Ensure compliance with procurement regulations and policies.
  - d. Maintain document files to support compliance.
- vii. Financial duties:
  - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
  - b. Assist subrecipient with the procurement of audit services.
  - c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
  - d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
  - e. Implementation and coordination of Section 504 requirements.
  - f. Program compliance.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 4 of 19**

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.

**(b) Construction Management**

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 5 of 19**

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

**Grant Administration Services – Infrastructure**

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

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

**December 12, 2022**

**Attachment C  
Page 6 of 19**

- ii. Establish acquisition files (if necessary).
  - iii. Complete acquisition activities (if necessary).
- (c) Environmental Services
- i. Assist detailed scope of services
    - a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
    - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
    - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
    - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
    - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
    - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
    - g. Complete and submit the environmental review into GLO's system of record;
    - h. At least one site visit to project location and completion of a field observation report
    - i. Prepare and submit for publication all public

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

**December 12, 2022**

**Attachment C  
Page 7 of 19**

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

**Grant Administration Services – Rental Housing**

- a) Administrative Duties:
  - i. Develop and submit for approval rental guidelines.
  - ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
  - iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
  - iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
  - v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
  - vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
  - vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
  - viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 8 of 19**

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

**b) Project Case Management:**

- i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

**c) Site Inspections:**

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
  - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
    - i. Foundation;
    - ii. Exterior walls;
    - iii. Exterior wall finishes;
    - iv. Windows and doors;
    - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
    - vi. Floor system and structure;
    - vii. Electrical system components;
    - viii. Plumbing system components;

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

**December 12, 2022**

**Attachment C  
Page 9 of 19**

- ix. Heating, ventilation and air conditioning system;
  - x. Interior wall finishes;
  - xi. Interior fixtures and components;
  - xii. Porches;
  - xiii. Exterior stairs and ramps;
  - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
  - ii. The property address;
  - iii. The homeowner's name;
  - iv. A checklist of housing components that may have received disaster damage, if any;
  - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
  - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

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

**December 12, 2022**

**Attachment C  
Page 10 of 19**

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
  - i. Contact the project owner to schedule a date and time to perform the field review.
  - ii. Travel to the project site.
  - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
  - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
    - a. a summary list of items to be addressed;
    - b. a basic description of the repair approach for each item;
    - c. estimated item quantities; and
    - d. site photographs.
  - v. Consider the following in preparation of the ECR:
    - a. the specific materials needed;
    - b. the quantity of those materials;
    - c. trades involved;

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 11 of 19**

- d. the level of effort and duration for each trade;
  - e. estimated rates and manpower; and
  - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
- a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
  - b. experience with projects of similar size and scope; and
  - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
- a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
- a. 50% complete
  - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
- a. Foundation
  - b. 33% complete progress inspection
  - c. 66% complete progress inspection
  - d. Final inspection at 100% completion
  - e. Arrange for and TREC inspection to be conducted prior to closing.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 12 of 19**

- x. Upon notification of a project being ready for a Construction Review, the provider may:
  - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
  - b. Travel to the project site.
  - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 13 of 19**

- subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
- a. Archeological study required by SHPO;
  - b. Lead-based paint and/or asbestos inspection; and
  - c. Wetlands assessment.

**Grant Administration Services – Non-Rental Housing**

- a) Administrative Duties:
- i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
  - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
  - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
  - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
  - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
    - a. creating eligibility procedures to lessen the fallout of applicants;
    - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
    - c. facilitating intake of applications from grant applicants;
    - d. performing eligibility reviews;
    - e. processing applications, including necessary communications;
    - f. capture applicant fallout reasons; and
    - g. the follow-up to grant applicants.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 14 of 19**

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
  - vii. Act as an advocate for applicants through appeals process when required.
  - viii. Assist applicants through housing construction process.
  - ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
  - x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
  - xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
  - xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.
- b) Site Inspections
- i. Establish Disaster Damage Assessments (Damage Inspections).
    - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
      - b. The respondent may assist the subrecipient with:
        - i. Contacting the Homeowner to schedule a date and time to perform the field review.
        - ii. Traveling to the project site.
        - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 15 of 19**

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
- i. Foundation;
  - ii. Exterior walls;
  - iii. Exterior wall finishes;
  - iv. Windows and doors;
  - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
  - vi. Floor system and structure;
  - vii. Electrical system components;
  - viii. Plumbing system components;
  - ix. Heating, ventilation and air conditioning system;
  - x. Interior wall finishes;
  - xi. Interior fixtures and components;
  - xii. Porches;
  - xiii. Exterior stairs and ramps;
  - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:



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

**December 12, 2022**

**Attachment C  
Page 16 of 19**

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01* or *11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
  - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
  - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
  - c. Assistance to the subrecipient may include:
    - i. Contact the Homeowner to schedule a date and time to perform the field review.

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

**December 12, 2022**

**Attachment C  
Page 17 of 19**

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
  - a. a summary list of items to be addressed;
  - b. a basic description of the repair approach for each item;
  - c. estimated item quantities; and
  - d. site photographs.
- iii. Consider the following in preparation of the ECR:
  - a. the specific materials needed;
  - b. the quantity of those materials;
  - c. trades involved;
  - d. the level of effort and duration for each trade;
  - e. estimated rates and manpower; and
  - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
  - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
  - b. experience with projects of similar size and scope; and
  - c. knowledge of the local market rates and conditions.

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

**December 12, 2022**

**Attachment C  
Page 18 of 19**

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
  - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
  - a. 50% complete progress inspection
  - b. A final inspection at 100% complete
- vii. Assist the subrecipient with reconstruction inspections at:
  - a. Foundation
  - b. 33% complete progress inspection
  - c. 66% complete progress inspection
  - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
  - a. Travel to the project site.
  - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- a. Estimated amounts owed to the Contractor.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment C  
Page 19 of 19**

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
  - a. Archeological study required by SHPO;
  - b. Lead-based paint and/or asbestos inspection; and
  - c. Wetlands assessment.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment D  
Nonexclusive List of Laws, Rules,  
and Regulations  
Page 1 of 5**

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

**GENERALLY**

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

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

**December 12, 2022**

**Attachment D  
Nonexclusive List of Laws, Rules,  
and Regulations  
Page 2 of 5**

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment D  
Nonexclusive List of Laws, Rules,  
and Regulations  
Page 3 of 5**

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment D  
Nonexclusive List of Laws, Rules,  
and Regulations  
Page 4 of 5**

**COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

**SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

**ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

**WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

**AIR QUALITY**

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

**FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).



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

**December 12, 2022**

**Attachment D  
Nonexclusive List of Laws, Rules,  
and Regulations  
Page 5 of 5**

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

Attachment F  
Page 1 of 5

**REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)**

*Italics – Explanatory; NOT CONTRACT LANGUAGE*

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><b><u>Termination for Cause:</u></b></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><b><u>Termination for Convenience of the City/County:</u></b></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment F  
Page 2 of 5**

>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts &gt; \$50,000:</p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs:</u></b>          In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	2 CFR 200 APPENDIX II (A)
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***Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.***

≥\$10,000	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><b><u>§60-1.4(b) Equal opportunity clause:</u></b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Attachment F  
Page 4 of 5**

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
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**CONSTRUCTION CONTRACTS**

<p>&gt;\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; &gt;\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i></li> </ol>	
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**December 12, 2022**

**Attachment F  
Page 5 of 5**

>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	2 CFR 200 APPENDIX II (D)
≥\$100,000	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

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

**December 12, 2022**

Attachment E



**Wrap+<sup>®</sup>**

**MISCELLANEOUS PROFESSIONAL LIABILITY  
DECLARATIONS**

POLICY NO. 106982718

Travelers Casualty and Surety Company of America  
Hartford, Connecticut  
(A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

<b>ITEM 1</b>	<b>NAMED INSURED:</b>  LANGFORD COMMUNITY MANAGEMENT SERVICES, INC  D/B/A:  Principal Address: 2901 COUNTY ROAD 175 LEANDER, TX 78641-1608
<b>ITEM 2</b>	<b>POLICY PERIOD:</b>  Inception Date: <b>September 18, 2022</b> Expiration Date: <b>September 18, 2023</b> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
<b>ITEM 3</b>	<b>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE OR MAIL AS SET FORTH BELOW:</b>  Email: <a href="mailto:BSIclaims@travelers.com">BSIclaims@travelers.com</a> Fax: 1-888-460-6622 Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989  Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183  For questions related to claim reporting or handling, please call 1-800-842-8496.
<b>ITEM 4</b>	<b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b>  Miscellaneous Professional Liability Coverage





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

<b>ITEM 8</b>	<p><b>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage:     <b>75%</b></p> <p>Additional Months:                     <b>12</b></p> <p>(If exercised in accordance with section III. CONDITIONS, O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)</p>
<b>ITEM 9</b>	<p><b>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage:     <b>Not Applicable</b></p> <p>Additional Months:                     <b>Not Applicable</b></p> <p>(If exercised in accordance with section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)</p>
<b>ITEM 10</b>	<p><b>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</b></p> <p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not applicable</p> <p>Only those coverage features marked "<input checked="" type="checkbox"/> Applicable" are included in this policy.</p>
<b>ITEM 11</b>	<p><b>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</b></p> <p><b>ACF-7006-0511; LIA-3001-0109; LIA-19097-0315; LIA-19103-0315; LIA-4028-0912; MPL-3001-0109; MPL-7003-0109; LIA-5041-1107</b></p>

THE DECLARATIONS, THE APPLICATION, THE LIABILITY COVERAGE TERMS AND CONDITIONS, THIS LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

\_\_\_\_\_  
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

*J.P. KH*

President

*Wendy C. Shy*

Corporate Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**



**PO Box 2950  
Hartford, CT 06104-2950**

September 13, 2022

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC  
2901 COUNTY ROAD 175  
LEANDER, TX 78641-1608

Re: Important Information about [Claims Information Line](#)

Dear LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022



## Risk Management Helpline for Miscellaneous Professional Liability

Too often in today's increasingly litigious environment, as a professional, you can find yourself caught in the middle of a potential conflict with a customer or even a third party. To address these growing exposures, now more than ever, Travelers understands that you need high-quality risk management services provided by your professional liability carrier. Travelers is pleased to now offer a risk management helpline that provides up to one hour of free consultative risk management services through Litchfield Cavo, a premier professional liability defense law firm.\* The helpline is confidential, and neither your identity nor any identifying details of your issue or question are disclosed to Travelers.

### Risk management topics

The helpline has been structured to provide you with access to a confidential, knowledgeable and expert resource on a wide range of risk management topics, including:

- Risk management systems and procedures
- Ethics and professionalism
- Malpractice avoidance
- Customer relationships and conflicts
- Firm management, policies and procedures

### Helpline instructions

The helpline can be accessed by any current Travelers insured with Miscellaneous Professional Liability coverage.

**Call:** 1.888.330.TRAV (8728)

**Hours of operation:** Monday – Friday,  
8:00 a.m. – 5:00 p.m. EST (excluding holidays)

After taking relevant details and analyzing the problem, a legal professional from Litchfield Cavo will return your call and discuss the matter for up to one hour, at no cost to you or your firm.

\* Assistance from Litchfield Cavo attorneys is not intended to replace your firm's need to hire counsel to assist in making risk management decisions.

### About Litchfield Cavo

Litchfield Cavo is a defense-oriented law firm based in Chicago, Ill, with offices in nine states and over 150 lawyers. Their lawyers are highly experienced in professional liability defense matters.

Note: This service is available for consultation purposes only and is not to discuss actual claim situations. Any actual or potential claims must be reported to the Travelers Bond & Financial Products Claim department.

Please keep this card for easy access to Travelers risk management helpline:



Travelers helpline: 1.888.330.TRAV (8728)

Policy number: 165562718

Effective date: 09/18/2022

Website: rmpluonline.com



travelersbond.com

The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**



P.O. Box 2950  
Hartford, CT 06104-2950

09/13/2022

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

2901 COUNTY ROAD 175  
LEANDER, TX 78641-1608

**RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)**

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

*Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

*Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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

**December 12, 2022**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Independent Agent And Broker  
Compensation Notice**

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation**  
**P.O. Box 2950**  
**Hartford, Connecticut 06104-2950**  
**(866) 904.8348**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

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**Texas Insurer And Insurance Department  
Contact Information Notice**

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**Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't you may lose your right to appeal.

**Travelers**

To get information or file a complaint with your insurance company:

**Call: Consumer Affairs at 860.954.2382**

**Toll-free: 866.894.0687**

Online: [www.Travelers.com](http://www.Travelers.com)

Email: [Complaints@travelers.com](mailto:Complaints@travelers.com).

Mail: Consumer Affairs, P.O. Box 2950, Hartford, CT 06104-2950

**The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1.800.252.3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A Texas, PO Box 149091, Austin, TX 78714-9091

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

**December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT**

This endorsement changes the following:

**Miscellaneous Professional Liability**

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**It is agreed that:**

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**

ACF-7006 Ed. 05-11

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Page 1 of 1

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022



**LIABILITY COVERAGE TERMS AND CONDITIONS**

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**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS.  
PLEASE READ THE POLICY CAREFULLY.**

**CONSIDERATION CLAUSE**

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IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

**I. GENERAL**

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These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these **Liability Coverage** Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

**II. DEFINITIONS**

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Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. **Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If "*Not Applicable*" is shown as the amount of any **Liability Coverage's** **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.
- B. **Annual Reinstatement of the Liability Coverage Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.
- C. **Application** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.
- D. **Change of Control** means:
  - 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
  - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- E. **Claim** has the meaning set forth in the applicable **Liability Coverage**.



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

**December 12, 2022**

- F. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- G. **Executive Officer** has the meaning set forth in the applicable **Liability Coverage**.
- H. **Financial Insolvency** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.
- I. **Foreign Parent Corporation** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.
- J. **Insured** has the meaning set forth in the applicable **Liability Coverage**.
- K. **Insured Organization** has the meaning set forth in the applicable **Liability Coverage**.
- L. **Insured Person** has the meaning set forth in the applicable **Liability Coverage**.
- M. **Liability Coverage** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.
- N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.
- O. **Liability Coverage Shared Limit of Liability** means the amount set forth in ITEM 12 of the Declarations. If "Not Applicable" is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.
- P. **Liability Policy** means, collectively, the Declarations, the **Application**, the **Liability Coverage Terms and Conditions**, each purchased **Liability Coverage**, and any endorsements attached thereto.
- Q. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.
- R. **Loss** has the meaning set forth in the applicable **Liability Coverage**.
- S. **Named Insured** means any entity named in ITEM 1 of the Declarations.
- T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.
- U. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
  2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

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

**December 12, 2022**

3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and
  4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy**, if such time is less than one year.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- X. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- Y. **Subsidiary** has the meaning set forth in the applicable **Liability Coverage**.
- Z. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees eligibility for compensation under such law(s).
- AA. **Wrongful Act** has the meaning set forth in the applicable **Liability Coverage**.

**III. CONDITIONS**

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**A. TERRITORY**

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

**B. RETENTION**

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

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

**December 12, 2022**

**C. LIMITS OF LIABILITY**

1. **Liability Coverage Limit of Liability**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. **Liability Coverage Shared Limit of Liability**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**.

3. **Annual Reinstatement of the Liability Coverage Limit of Liability**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the **Declarations** includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

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

**December 12, 2022**

4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

**D. ADDITIONAL DEFENSE COVERAGE**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

**E. CLAIM DEFENSE**

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
  - a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
  - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.

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

**December 12, 2022**

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

**F. INSURED'S DUTIES IN THE EVENT OF A CLAIM**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

**G. NOTICE OF POTENTIAL CLAIMS**

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

**H. RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

**I. SUBROGATION**

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

**J. RECOVERIES**

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

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

**December 12, 2022**

3. third, to the Company to reimburse the Company for the amount paid hereunder; and
  4. fourth, to the **Insured** in satisfaction of any applicable Retention;
- provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

**K. CHANGE OF CONTROL**

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

**L. ACQUISITIONS**

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

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

**December 12, 2022**

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

**M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE**

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

**N. FOREIGN PARENT CORPORATION COVERAGE**

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

**O. EXTENDED REPORTING PERIOD**

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

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

**December 12, 2022**

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

**P. ALLOCATION**

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
  - a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
  - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

**Q. CANCELLATION**

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.



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

**December 12, 2022**

The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

**R. ACTION AGAINST THE COMPANY**

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

**S. CHANGES**

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

**T. ASSIGNMENT**

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

**U. REPRESENTATIONS**

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

**V. LIBERALIZATION**

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

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

**December 12, 2022**

**W. AUTHORIZATION**

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

**X. ENTIRE AGREEMENT**

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

**Y. HEADINGS**

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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

**December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GLOBAL COVERAGE COMPLIANCE ENDORSEMENT**

This endorsement changes the following:

**Liability Coverage Terms and Conditions**

**It is agreed that:**

1. The following is added to section II. **DEFINITIONS:**

**Financial Interest** means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section III. **CONDITIONS:**

**SANCTIONS**

This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section III. **CONDITIONS, A. TERRITORY:**

**A. TERRITORY AND VALUATION**

1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**

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

**December 12, 2022**

4. The following is added to section III. **CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if **Duty-to-Defend** coverage is provided with respect to this **Liability Policy** as indicated in **ITEM 7** of the **Declarations**, the Company will have the right and duty to defend such **Claim** as set forth in this section III. **CONDITIONS, E. CLAIM DEFENSE, 1.** to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if **Reimbursement** coverage is provided with respect to this **Liability Policy** as indicated in **ITEM 7** of the **Declarations**, then this section III. **CONDITIONS, E. CLAIM DEFENSE, 2.** applies to such **Claim**; provided, any such **Claim** is subject to section III. **CONDITIONS, P. ALLOCATION, 2.**

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF NAMED INSURED ENDORSEMENT – SCHEDULED ENTITY**

This endorsement changes the following:

**Miscellaneous Professional Liability**

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**It is agreed that:**

1. The following is added to section II. DEFINITIONS:

**Scheduled Entity** means an entity specified in the schedule below, which for the purposes of the **Liability Policy** is considered a **Named Insured**, except with respect to the following sections, under which the **Scheduled Entity** will be considered an **Insured Organization**:

1. II. DEFINITIONS, D. Change of Control, I. Foreign Parent Corporation, and **Financial Interest** of the Liability Coverage Terms and Conditions;
  2. III. CONDITIONS, A. TERRITORY, K. CHANGE OF CONTROL, L. ACQUISITIONS, O. EXTENDED REPORTING PERIOD, Q. CANCELLATION, S. CHANGES, and W. AUTHORIZATION of the Liability Coverage Terms and Conditions; and
  3. V. CONDITIONS, B. ACQUISITION OR FORMATION OF AN EMPLOYEE BENEFIT PLAN, C. MERGER OF PLANS, and D. SALE OF PLAN of the Fiduciary Liability Coverage, if applicable.
2. The following is added to section III. CONDITIONS, K. CHANGE OF CONTROL:

If, at any time during the **Policy Period**, there is a change to the ownership of, or control over, a **Scheduled Entity**, coverage will continue for such **Scheduled Entity**, but only with respect to **Claims for Wrongful Acts** that occurred prior to the effective date of such change in ownership or control.

**Scheduled Entity**

Windsock Capital LLC

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**

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

**December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CHANGES ENDORSEMENT**

This endorsement changes the following:

**Liability Coverage Terms and Conditions**

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It is agreed that:

1. The following replaces the first paragraph of section III. **CONDITIONS, O. EXTENDED REPORTING PERIOD:**

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section III. **CONDITIONS, U. REPRESENTATIONS:**

**U. REPRESENTATIONS**

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**

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

**December 12, 2022**

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

**AUTOMATIC REPORTING PERIOD**

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**

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

**December 12, 2022**



**MISCELLANEOUS PROFESSIONAL LIABILITY**

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ ALL TERMS CAREFULLY.**

**I. INSURING AGREEMENTS**

- A. The Company will pay on behalf of the **Insured, Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the **Extended Reporting Period** or **Run-Off Extended Reporting Period** for a **Wrongful Act**.
- B. The Company will reimburse the **Insured** for **Disciplinary Proceeding Expenses** incurred in responding to a **Disciplinary Proceeding** commenced during the **Policy Period**, or if exercised, during the **Extended Reporting Period** or **Run-Off Extended Reporting Period**. The maximum amount available for **Disciplinary Proceeding Expenses** will be \$25,000 for each **Policy Period**, regardless of the number of **Disciplinary Proceedings**, and any payment made hereunder will not be subject to a **Retention** and will not reduce any applicable limit of liability.

**II. DEFINITIONS**

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type have the meanings set forth in this section II. **DEFINITIONS**:

- A. **Claim** means:
  - 1. a written demand for monetary damages or non-monetary relief;
  - 2. a civil proceeding commenced by service of a complaint or similar pleading;
  - 3. a formal administrative or regulatory proceeding, other than a **Disciplinary Proceeding**, commenced by filing of a notice of charges, formal investigative order, service of summons, or similar document;
  - 4. an arbitration, mediation, or other alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
  - 5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,against an **Insured** for a **Wrongful Act**.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.
- B. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board, or agency to investigate charges of professional misconduct in the performance of **Professional Services**.
- C. **Disciplinary Proceeding Expenses** means reasonable and necessary fees, costs, and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary Proceeding**, provided that **Disciplinary Proceeding Expenses** do not include:
  - 1. fines, penalties, or sanctions assessed against any **Insured**; or
  - 2. expenses, salaries, wages, benefits, or overhead of, or paid to, any **Insured**.



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

**December 12, 2022**

**D. Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:

1. who is on the payroll of the **Insured Organization**, including:
  - a. any in-house general counsel of the **Insured Organization**; and
  - b. any other full-time, part-time, temporary, and seasonal workers; or
2. whose services have been leased to the **Insured Organization**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the **Wrongful Act**.

**E. Executive Officer** means a member of the board of directors, officer, natural person partner, principal, risk manager, or **LLC Manager**, in-house general counsel of the **Insured Organization** or a functional equivalent thereof.

**F. Insured** means the **Insured Persons** and the **Insured Organization**.

**G. Insured Organization** means the **Named Insured**, any **Subsidiary**, and any such entity as debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

**H. Insured Person** means any natural person who was, is, or becomes a member of the board of directors, officer, **Employee**, partner, or **LLC Manager** of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such.

In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives, or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

**I. Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, compensatory damages, punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:

1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, penalties, the multiplied portion of any multiplied damage award, any return, withdrawal, restitution or reduction of professional fees, profits, or other charges, or damages or types of relief deemed uninsurable under applicable law;
2. amounts that constitute the cost of complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief; or
3. any amount allocated to non-covered loss pursuant to section III. **CONDITIONS. P. ALLOCATION** of the Liability Coverage Terms and Conditions.

**J. Personal Injury** means:

1. false arrest, detention, or imprisonment, or malicious prosecution;
2. the publication or utterance of libel, slander, or other defamatory or disparaging material;
3. invasion, infringement, or interference with the rights of privacy;
4. wrongful entry or eviction; or
5. invasion of the right of private occupancy.

**K. Professional Services** means only those services performed for others set forth in ITEM 5 of the Declarations.

**L. Subsidiary** means:

1. any corporation, partnership, limited liability company, or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 in the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such

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

**December 12, 2022**

- entity's board of directors, board of trustees, board of managers, natural-person general partners, or functional equivalent; and
2. subject to the provisions set forth in section III. **CONDITIONS L. ACQUISITIONS** of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural-person general partners or functional equivalent.

- M. Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement, or breach of duty or neglect by or on behalf of, or any matter asserted against, an **Insured** in the rendering of or failure to render **Professional Services**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

**III. EXCLUSIONS**

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**A. EXCLUSIONS APPLICABLE TO ALL LOSS**

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person.
3. The Company will not be liable for **Loss** for any **Claim**:
  - a. based upon or arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of any **Pollutant**;
  - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
  - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**.
4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative, or regulatory proceeding against any **Insured** as of the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** occurring prior to any applicable Retroactive Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
7. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties, or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state, or local law or

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

**December 12, 2022**

regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state, or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or dependent in, any employee benefit plan, fund, or program, including contracts or agreements which are not subject to the provisions of ERISA.
10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of any spouse or person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law, of any **Insured**.
11. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured** or any entity that at the time the **Wrongful Act** is committed, or the date the **Claim** is made,:
  - a. is owned, operated, or controlled by any **Insured**;
  - b. owns, operates, or controls any **Insured**; or
  - c. any **Insured** is a member of the board of directors, officer, member of the board of managers, partner or principal stockholder.
12. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
13. The Company will not be liable for **Loss** for any **Claim** for:
  - a. plagiarism; or
  - b. misappropriation, infringement, or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights.
14. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
15. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Personal Injury**.
16. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any discrimination, humiliation, harassment, or misconduct by an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local, or other law.
17. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any commingling of, or failure to segregate, funds or assets by any **Insured**.

**B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
  - a. committing any criminal, dishonest, or fraudulent act;
  - b. committing any willful violation of any statute, rule, or law; or
  - c. gaining any profit, remuneration, or advantage to which such **Insured** was not legally entitled,

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such criminal, dishonest, or fraudulent act, or willful violation of statute, rule, or law, or gained such profit, remuneration, or advantage to which such **Insured** was not legally entitled.

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

**December 12, 2022**

**IV. SEVERABILITY OF EXCLUSIONS**

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No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the Exclusions set forth in section III. **EXCLUSIONS**.

**V. CONDITIONS**

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**A. RETENTION**

This section **V. CONDITIONS A. RETENTION** supplements and does not replace section III. **CONDITIONS B. RETENTION** of the Liability Coverage Terms and Conditions.

If any **Claim** alleges that an **Insured** committed any criminal, dishonest or fraudulent act or omission or any willful violation of any statute, rule, or law, or gained any profit, remuneration, or advantage to which such **Insured** was not legally entitled, then no retention will apply to **Defense Expenses** resulting from such **Claim**, and the Company will reimburse the **Insured Organization** for any **Defense Expenses** paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or
2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection. As a condition of any reimbursement of **Defense Expenses** as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstated after payment by the Company.

**B. SETTLEMENT**

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the applicable limit of liability.

**C. LIMIT OF LIABILITY**

This section **V. CONDITIONS C. LIMIT OF LIABILITY** supplements and does not replace section III. **CONDITIONS C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions.

The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** will not exceed the applicable limit of liability for each **Claim** set forth in ITEM 5 of the Declarations for this **Liability Coverage**, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established.

**D. OTHER INSURANCE**

This **Liability Coverage** applies as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**. This **Liability Coverage** will not be subject to the terms of any other insurance.

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

**December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARCHITECT AND ENGINEER SERVICES EXCLUSION ENDORSEMENT**

This endorsement modifies the following:

**Miscellaneous Professional Liability**

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**It is agreed that:**

The following is added to section III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS :

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the rendering of or failure to render services as an architect or engineer.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement modifies insurance provided under the following if applicable:

**Liability Policy  
Kidnap and Ransom Policy  
Identity Fraud Expense Reimbursement Policy**

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**It is agreed that:**

The CANCELLATION section of this policy is replaced by the following:

**CANCELLATION**

The Company may cancel this policy for failure to pay a premium when due, in which case **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) written notice, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect **(sixty) (60)** days (number of days must equal or exceed sixty (60) days) before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60<sup>th</sup>) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61<sup>st</sup>) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

- A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
- B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
- C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **106982718**



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

IN THE DISTRICT COURT OF COLORADO COUNTY, TEXAS

IN THE MATTER OF A COUNTY AUDITOR

CAUSE NO. 26299

ORDER APPOINTING COUNTY AUDITOR

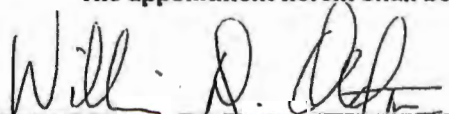
WHEREAS, Section 84.002 of the TEXAS LOCAL GOVERNMENT CODE provide that in any County having a population of 10,200 or more, there shall be a county auditor appointed for a term of two years by the District Judges; and

WHEREAS, there being a need for an Auditor for Colorado County, Texas; and

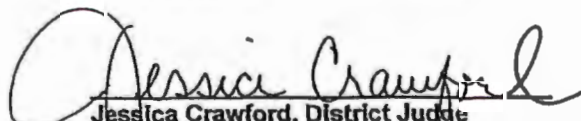
WHEREAS, the annual salary shall be fixed and determined by the District Judges, making such appointment and having jurisdiction in the County, a majority ruling. The annual salary shall be paid semi-monthly out of the County General Fund.

NOW, THEREFORE, by virtue of the authority vested in us as District Judges of the 25<sup>th</sup> Judicial District and 2<sup>nd</sup> 25<sup>th</sup> Judicial District of Texas, and in compliance with the law authorizing the appointment of County Auditor, we hereby appoint MICHELLE LOWRANCE, County Auditor of said Colorado County, State of Texas, for the next ensuing term of two (2) years, beginning on the first day of January 2023 and ending December 31, 2024.

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

  
William D. Croft, III, District Judge  
25<sup>th</sup> Judicial District

7 December 2022  
Date

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

December 8, 2022  
Date

FILED FOR RECORD  
COLORADO COUNTY, TX  
2022 DEC - 8 P 3:25  
V. S. C. CLERK  
COLORADO CO. DISTRICT CLERK



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

**December 12, 2022**

**November 14, 2022**

**Honorable Judge and Commissioners comprising the Commissioner's Court of Colorado County, TX**

**RE: Compensatory Time**

**Gentlemen,**

**In light of the recent discussion regarding compensatory time:**

**When I joined the County on July 18, 2022, the forms that were presented to me to sign included the Compensatory Time Off Agreement (attached). I questioned the form initially, since I have not received compensatory time for ANY time during my 40 year working career. I was assured that I was eligible for compensatory time within the stated personnel policies.**

**As such, I have recorded time for hours that have been spent working on the County's behalf for ONLY hours that I was actually working on County property. I have never included the numerous hours that I have spent working at home, after hours or on the weekend.**

**Since this has seemed to be an area of concern, i would like to propose the following:**

- 1. I will continue to record ALL hours working on the County's behalf because I believe that I am accountable to the taxpayers and the citizens of the County for my time, regardless of whether I am in my current position or upon my official appointment as the County Auditor.**
- 2. The estimated number of compensatory hours that I have accrued through the end of October is approximately 85 hours. When benefits are included, this would be approximately a \$3200.00 cost to the county.**
- 3. I would like to contribute this amount back to the County that will equate to approximately 6% of the cost of the new system licensing costs.**

**I will continue to work diligently to utilize time and resources for the benefit of the taxpayers and the citizens of the County and will continue to be accountable for the time for which i am being compensated.**

**Sincerely,**

*Michelle Lowrance*

**Michelle Lowrance**

**County Auditor Designate**

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

**December 12, 2022**

**\_13. Check cancellation.**

**County Treasurer Joyce Guthmann is asking for multiple jury duty checks to be cancelled.**

**The checks total \$617.75.**

**Motion by Commissioner Kubesch to approve the check cancellations as presented;**

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

**(See Attachment)**

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

**December 12, 2022**

CANCELLED CHECK LIST  
COLORADO COUNTY COMMISSIONERS' COURT  
12-Dec-22

<u>CHECK NUMBER</u>	<u>CHECK DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
124925	6/6/2022	\$ 12.00	JURY DUTY SERVICE
125243	7/5/2022	\$ 40.00	JURY DUTY SERVICE
125256	7/7/2022	\$ 12.00	JURY DUTY SERVICE
125262	7/7/2022	\$ 12.00	JURY DUTY SERVICE
125270	7/7/2022	\$ 12.00	JURY DUTY SERVICE
125272	7/7/2022	\$ 12.00	JURY DUTY SERVICE
125285	7/7/2022	\$ 20.00	JURY DUTY SERVICE
125322	7/11/2022	\$ 54.00	REFUND FOR DSC
125577	7/27/2022	\$ 12.00	JURY DUTY SERVICE
125593	7/27/2022	\$ 12.00	JURY DUTY SERVICE
125598	7/27/2022	\$ 12.00	JURY DUTY SERVICE
125615	8/2/2022	\$ 40.00	JURY DUTY SERVICE
125634	8/4/2022	\$ 12.00	JURY DUTY SERVICE
125635	8/4/2022	\$ 12.00	JURY DUTY SERVICE
125637	8/4/2022	\$ 12.00	JURY DUTY SERVICE
125935	8/4/2022	\$ 40.00	JURY DUTY SERVICE
126098	9/12/2022	\$ 31.75	AMBULANCE TRIP REFUND
126128	9/13/2022	\$ 12.00	JURY DUTY SERVICE
126132	9/13/2022	\$ 12.00	JURY DUTY SERVICE
126138	9/13/2022	\$ 12.00	JURY DUTY SERVICE
126149	9/13/2022	\$ 40.00	JURY DUTY SERVICE
126154	9/16/2022	\$ 40.00	JURY DUTY SERVICE
126164	9/20/2022	\$ 12.00	JURY DUTY SERVICE
126167	9/20/2022	\$ 12.00	JURY DUTY SERVICE
126170	9/20/2022	\$ 12.00	JURY DUTY SERVICE
126174	9/20/2022	\$ 12.00	JURY DUTY SERVICE
126294	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126295	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126304	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126305	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126313	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126322	9/28/2022	\$ 12.00	JURY DUTY SERVICE
126329	9/28/2022	\$ 12.00	JURY DUTY SERVICE
<b>TOTAL</b>		<b>\$ 617.75</b>	

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

**December 12, 2022**

\_14. County Auditor's Monthly Financial Report for November 2022.

**County Auditor Raymie Kana presented the November Financial Report. She reported that ambulance fees will be short as predicted, but sales tax is up which should offset the lower ambulance fees. She was happy to report the county should be in good shape upon her retirement.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Colorado County Auditor's Monthly Report  
November 2022  
Raymie Kana, County Auditor**

In accordance with Section 114.025 of the Local Government Code, I am presenting the monthly report to the Commissioners' Court and to the District Judges.

This report will be presented at the regular meeting of the Commissioners' Court satisfying the requirements of Section 114.024 of the Local Government Code.

The attached report for the month end November 30, 2022, will be presented at the regular Commissioners' Court meeting at 9:00 a.m. on December 12, 2022

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**Table of Contents**

<b>Section</b>	<b>1</b>	<b><u>Combined Statement of Receipts and Disbursements</u></b> (shows aggregate amounts received and disbursed from each county fund, Local Govt. Code §114.024(1), §114.025(a)(1))
<b>Section</b>	<b>2</b>	<b><u>Summary of Revenues and Expenditures</u></b> (shows the current year financial position of the county in reference to the current budget)
<b>Section</b>	<b>3</b>	<b><u>Balance Sheet for Maintenance Account Funds</u></b> (shows the condition of each account on the books and the amount of County, District, and School funds on deposit in the county depository, Local Govt. Code §114.024(2), §114.025(a)(2), §114.025(a)(3))
<b>Section</b>	<b>4</b>	<b><u>County Bond Indebtedness</u></b> (shows the amount of county bond indebted and other indebtedness, Local Govt. Code §114.025(a)(4))
<b>Section</b>	<b>5</b>	<b><u>Internal Audit Reports</u></b> (shows internal audit reports by County Auditor and staff, Local Govt. Code §115.002)

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

**December 12, 2022**

# Section 1

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022 SPECIFIED-ACTIVITY-REPORT -- 11-01-2022 THRU 11-30-2022 PAGE 1  
 TIME:02:33 PM - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022 PREPARER:0004

ACCOUNT NUMBER AND TITLE	STARTING BALANCE	DEBIT BALANCE	CREDIT BALANCE	ENDING BALANCE
12-010-100 GENERAL FUND, CHECKING	8,791,705.08	484,569.22	1,323,024.20	7,953,250.10
13-010-100 RECORDS PRESERVATION,CKNG	777,969.66	13,256.91	0.00	791,226.57
14-010-100 AIRPORT FUND, CHECKING	114,786.88	9,691.69	22,005.92	102,472.65
21-010-100 R&B PCT #1, CHECKING	1,552,528.75	37,750.06	117,540.47	1,472,738.34
22-010-100 R&B PCT #2, CHECKING	1,052,989.38	36,203.17	54,344.23	1,034,848.32
23-010-100 R&B PCT #3, CHECKING	1,672,526.76	41,306.06	65,923.09	1,647,909.73
24-010-100 R&B PCT #4, CHECKING	2,018,598.16	35,759.38	73,601.91	1,980,755.63
31-010-100 ELECTION SVCS CONTRACT FUND, CHECKI	17,651.12	58.48	0.00	17,709.60
32-010-100 HAVA CARES ACT FUND CHECKING	24,708.99	81.86	1,420.44	23,370.41
45-010-100 LOOSE FUND, CHECKING	26,990.43	89.41	215.55	26,864.29
50-010-100 SECURITY FUND, CHECKING	29,402.38	37,438.38	6,944.37	59,896.39
55-010-100 LAW LIBRARY, CHECKING	138,662.42	1,085.00	57.74	139,689.68
60-010-100 JUSTICE COURT TECHNOLOGY, CHECKING	13,301.16	878.57	0.00	14,179.73
62-010-100 CO & DIST COURT TECH FUND, CKING	32,501.48	185.95	0.00	32,687.43
65-010-100 HISTORICAL COMM, CHECKING	5,865.38	20.00	0.00	5,885.38
70-010-100 CAPITAL PROJECTS FUND, CHECKING	164,249.49	544.13	164,793.62	0.00
75-010-100 INTEREST & SINKING,CKING	150,922.99	2,193.01	0.00	153,116.00
80-010-100 HOT CHK FUND, CHECKING	12,804.30	80.00	63.07	12,821.23
GROUP-TOTAL	16,598,164.81	701,191.28	1,829,934.61	15,469,421.48
90-010-120 PAYROLL FUND, CHECKING	23,584.41	1,011,156.59	1,015,840.74	18,900.26
GROUP-TOTAL	23,584.41	1,011,156.59	1,015,840.74	18,900.26
29-010-130 HARVEY DISASTER RECOVERY, CHECKING	0.00	28,090.35	28,090.35	0.00
GROUP-TOTAL	0.00	28,090.35	28,090.35	0.00
15-010-150 SHERIFF FORFEITURE FUND, CHECKING	51,442.32	166.09	1,963.90	49,644.51
GROUP-TOTAL	51,442.32	166.09	1,963.90	49,644.51
16-010-160 AMERICAN RESCUE PLAN, CHECKING	4,222,642.08	13,184.11	0.00	4,235,826.19
GROUP-TOTAL	4,222,642.08	13,184.11	0.00	4,235,826.19
10-010-155 CO ATTY FORFEITURE FUND, CHECKING	299,083.78	934.50	404.72	299,613.56
GROUP-TOTAL	299,083.78	934.50	404.72	299,613.56
11-010-165 CO ATTY SEIZURE FUND, CHECKING	47,623.11	148.69	0.00	47,771.80
GROUP-TOTAL	47,623.11	148.69	0.00	47,771.80
85-010-185 CO ATTY STATE SUPPLEMENT FUND,CKING	13,195.53	0.00	2,226.38	10,969.15
GROUP-TOTAL	13,195.53	0.00	2,226.38	10,969.15
REPORT TOTAL	21,255,736.04	1,754,871.61	2,878,460.70	20,132,146.95

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

**December 12, 2022**

# **Section 2**



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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 1  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0010 COUNTY ATTORNEY FORFEITURE FUND								EFFECTIVE MONTH - 11
<b>0100 TOTAL REVENUES</b>								
10-100-310	INTEREST INCOME	0.00	0.00		4,900.98	934.50	4,900.98+	
10-100-385	FORFEITURES AWARDED	0.00	0.00		727.41	0.00	727.41+	
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,628.39</b>	<b>934.50</b>	<b>5,628.39+</b>	
<b>0475 FORFEITURE FUND EXPENSES</b>								
10-475-102	SALARY, ASST CO ATTORNEY	0.00	0.00	0.00	3,685.00	335.00	3,685.00-	
10-475-103	SALARY, INVESTIGATOR	0.00	0.00	0.00	0.00	0.00	0.00	
10-475-150	SOCIAL SECURITY TAX	0.00	0.00	0.00	280.66	25.50	280.66-	
10-475-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
10-475-152	RETIREMENT	0.00	0.00	0.00	486.58	44.22	486.58-	
10-475-199	PERSONNEL SERVICES	0.00	0.00	0.00	4,452.24	404.72	4,452.24-	
10-475-497	MISCELLANEOUS	0.00	0.00	0.00	1,230.00	0.00	1,230.00-	
10-475-532	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
10-475-950	TRANSFER TO OTHER ENTITIES	0.00	0.00	0.00	0.00	0.00	0.00	
<b>FORFEITURE FUND EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,682.24</b>	<b>404.72</b>	<b>5,682.24-</b>	
<b>COUNTY ATTORNEY FORFEITURE FUND</b>								
INCOME TOTALS		0.00	0.00		5,628.39	934.50	5,628.39+	
EXPENSE TOTALS		0.00	0.00	0.00	5,682.24	404.72	5,682.24-	

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 2  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0011 COUNTY ATTORNEY SEIZURE FUND								EFFECTIVE MONTH - 11
<b>0100 TOTAL REVENUES</b>								
11-100-310	INTEREST INCOME	0.00	0.00		713.68	148.69	713.68+	
11-100-380	CASH SEIZURES PENDING	0.00	0.00		15,378.00	0.00	15,378.00+	
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,091.68</b>	<b>148.69</b>	<b>16,091.68+</b>	
<b>0475 CO ATTY SEIZURE EXPENSES</b>								
11-475-910	TRANSFER TO CO ATTY FORFEITURE FUND	0.00	0.00	0.00	727.41	0.00	727.41-	
11-475-912	RETURNED TO DEPENDENTS	0.00	0.00	0.00	0.00	0.00	0.00	
11-475-950	TRANSFER TO OTHER ENTITIES	0.00	0.00	0.00	3,265.81	0.00	3,265.81-	
<b>CO ATTY SEIZURE EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,993.22</b>	<b>0.00</b>	<b>3,993.22-</b>	
<b>COUNTY ATTORNEY SEIZURE FUND</b>								
INCOME TOTALS		0.00	0.00		16,091.68	148.69	16,091.68+	
EXPENSE TOTALS		0.00	0.00	0.00	3,993.22	0.00	3,993.22-	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 3  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
12-100-110	CURRENT AD VALOREM TAXES	9,624,262.00	9,624,262.00		9,632,713.37	0.00	8,451.37+	100
12-100-120	DELINQUENT TAX COLLECTIONS	77,260.00	77,260.00		95,667.41	12,920.20	-10,407.41+	124
12-100-130	PENALTY & INTEREST	73,098.00	73,098.00		80,561.09	4,236.74	7,463.09+	110
12-100-199	TOTAL TAXES	9,774,620.00	9,774,620.00	0.00	9,808,941.87	17,156.94	34,321.87+	100
12-100-200	BEER & LIQUOR LICENSES	5,000.00	9,000.00		9,035.25	517.75	35.25+	100
12-100-205	MIXED DRINK TAX	20,000.00	25,000.00		33,551.84	3,494.98	8,551.84+	134
12-100-210	AMUSEMENT TAX	50.00	50.00		0.00	0.00	50.00	00
12-100-212	DEVELOPMENT FEES	20,000.00	27,500.00		25,825.00	3,140.00	1,675.00	94
12-100-299	TOTAL LICENSES & PERMITS	45,050.00	61,550.00	0.00	68,412.09	7,152.73	6,862.09+	111
12-100-300	AMBULANCE FEES COLLECTED	1,400,000.00	1,400,000.00		1,177,455.33	110,324.22	222,544.67	84
12-100-302	DONATIONS/COUNTY WIDE	2,500.00	5,500.00		5,481.74	104.26-	18.26	100
12-100-304	DONATIONS/MENTAL HEALTH DEPUTY	0.00	40,000.00		41,547.62	12,894.69	1,547.62+	104
12-100-310	INTEREST INCOME	124,030.00	224,030.00		195,011.71	31,108.00	29,018.29	87
12-100-312	5% MOTOR VEH SALES TAX COMMISSION	150,000.00	360,000.00		360,042.10	0.00	42.10+	100
12-100-313	INMATE PHONE COMMISSIONS	10,000.00	0.00		0.00	0.00	0.00	
12-100-314	SALE OF POLICE REPORTS	750.00	750.00		1,512.90	107.00	762.90+	202
12-100-316	JUDICIAL EDUCATION FEES	500.00	500.00		520.00	65.00	20.00+	104
12-100-317	SALES-VENDING & SCRAP METALS	150.00	150.00		84.96	0.00	65.04	57
12-100-318	JUROR DONATIONS - CASA	100.00	100.00		296.00	0.00	196.00+	296
12-100-319	V.I.T. OVERAGES(TAX A/C)	10,000.00	27,000.00		26,675.88	0.00	324.12	99
12-100-320	SALES TAX	1,500,000.00	2,000,000.00		1,838,212.78	186,833.64	161,787.22	92
12-100-321	OIL & GAS ROYALTY	200.00	200.00		120.37	0.00	79.63	60
12-100-322	JUROR DONATIONS-CHILD WELFARE BRD	100.00	100.00		272.00	0.00	172.00+	272
12-100-323	JURY FEES	4,000.00	4,000.00		4,718.62	394.60	718.62+	118
12-100-324	STENOGRAPHERS FEES	3,000.00	8,500.00		7,381.06	787.00	1,118.94	87
12-100-325	RENTAL INCOME-EL FACILITIES	40,500.00	40,500.00		37,125.00	1,500.00	3,375.00	92
12-100-378	PUBLIC DEFENDER FEES	12,000.00	12,000.00		7,831.05	875.00	4,168.95	65
12-100-379	INTERPRETOR FEES	500.00	2,000.00		1,468.31	16.67	531.69	73
12-100-380	STATE SALARY SUPPLEMENT-CO JUDGE	25,200.00	25,200.00		20,150.00	0.00	5,050.00	80
12-100-382	PRISONER TRANSPORT REIMB/STATE COMP	5,000.00	7,500.00		6,576.50	0.00	923.50	88
12-100-385	BOND FORFEITURES	25,000.00	25,000.00		9,625.00	0.00	15,375.00	39
12-100-390	UNCLAIMED PROPERTY-UNCASHED CHECKS	500.00	500.00		18.00	0.00	482.00	04
12-100-395	MISCELLANEOUS	100,000.00	215,000.00		214,802.47	5,803.70	197.53	100
12-100-399	TOTAL MISCELLANEOUS	3,414,030.00	4,398,530.00	0.00	3,956,929.40	350,605.26	441,600.60	90
12-100-401	TAX ASSESSOR-COLLECTOR	115,000.00	115,000.00		115,500.50	8,659.80	500.50+	100
12-100-402	DISTRICT CLERK	40,000.00	40,000.00		42,699.04	3,810.34	2,699.04+	107
12-100-403	COUNTY CLERK	160,000.00	160,000.00		187,813.25	16,993.08	27,813.25+	117
12-100-404	SHERIFF'S FEES	30,000.00	30,000.00		30,693.51	3,403.99	693.51+	102
12-100-405	COUNTY JUDGE	750.00	750.00		734.00	72.00	16.00	98
12-100-406	COUNTY ATTORNEY	10,000.00	10,000.00		11,075.78	1,229.00	1,075.78+	111
12-100-407	CONSTABLE CITATION FEES	10,000.00	10,000.00		7,738.23	580.00	2,261.77	77
12-100-411	JUSTICE OF PEACE PCT. #1	115,000.00	115,000.00		119,046.14	7,946.92	4,046.14+	104
12-100-412	JUSTICE OF PEACE PCT. #2	60,000.00	60,000.00		58,290.47	4,346.76	1,709.53	97
12-100-413	JUSTICE OF PEACE PCT. #3	110,000.00	110,000.00		62,730.40	2,141.57	47,269.60	57
12-100-414	JUSTICE OF PEACE PCT. #4	50,000.00	75,000.00		80,247.88	11,192.18	5,247.88+	107
12-100-415	TOTAL FEES OF OFFICE	700,750.00	725,750.00	0.00	716,569.20	60,375.64	9,180.80	99
12-100-416	COURT COSTS PRIOR TO 2004	150.00	150.00		26.00	0.00	124.00	17
12-100-417	DRUG COURT COST FEES	150.00	150.00		83.19	0.00	66.81	55
12-100-418	EMS/TRAUMA FUND FEES	500.00	500.00		193.51	0.00	306.49	39
12-100-419	CONSOLIDATED COURT COSTS	15,000.00	15,000.00		14,780.40	0.00	219.60	99
12-100-420	TRAFFIC FEES	3,000.00	3,000.00		3,301.28	0.00	301.28+	110
12-100-421	ARREST FEES	5,000.00	5,000.00		5,162.25	0.00	162.25+	103
12-100-422	JUDICIAL SUPPORT FEE	500.00	500.00		219.59	0.00	280.41	44
12-100-423	JURY SERVICE REIMB FEE	250.00	250.00		49.83	0.00	200.17	20
12-100-424	INDIGENT LEGAL SERVICES FEE	250.00	250.00		18.07	0.00	231.93	07
12-100-425	CIVIL FILING FEES	100.00	6,100.00		6,188.05	683.00	88.05+	101
12-100-426	LANGUAGE ACCESS FEES	50.00	1,550.00		855.00	93.00	695.00	55
12-100-427	INDIGENT DEFENSE FUND FEES	250.00	250.00		81.01	0.00	168.99	32
12-100-428	WARRANT AND/OR CAPIAS FEE	2,500.00	2,500.00		1,643.47	50.00	856.53	66
12-100-429	TOTAL STATE FEES	27,700.00	35,200.00	0.00	32,601.65	826.00	2,598.35	93
12-100-430	APPELLATE COURT FEES	1,500.00	1,500.00		1,511.33	155.00	11.33+	101
12-100-431	FINES & TRIAL FEES-CO CLK	50,000.00	50,000.00		38,872.60	3,516.00	11,127.40	78
12-100-432	FINES & TRIAL FEES-DIST	60,000.00	60,000.00		34,543.04	4,033.66	25,456.96	58
12-100-433	TRAFFIC FEES	5,000.00	5,000.00		5,527.48	471.34	527.48+	111
12-100-434	CHILD SAFETY FEES	50.00	50.00		0.00	0.00	50.00	00

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

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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 4  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-100-435	SEPTIC SYSTEM FEES	50,000.00	50,000.00		52,080.00	4,600.00	2,080.00+	104
12-100-436	MOVING VIOLATIONS FEES	50.00	50.00		166.87	0.00	116.87+	334
12-100-437	TIME PAYMENT FEES	2,000.00	2,000.00		1,717.84	168.85	282.16	86
12-100-438	COURT FACILITY FEES	0.00	5,000.00		5,700.00	620.00	700.00+	114
12-100-439	BIRTH CERTIFICATE FEES	150.00	150.00		158.60	15.80	8.60+	106
12-100-440	COURT RECORDS PRESERVATION	2,500.00	6,000.00		6,121.37	517.71	121.37+	102
12-100-441	CO. RECORDS PRESERVATION	1,500.00	1,500.00		289.76	25.00	1,210.24	19
12-100-442	CERTIFICATION OF DISCOVERY FEES	500.00	500.00		368.75	0.00	131.25	74
12-100-444	BEASON PARK PERMIT FEES	500.00	500.00		750.00	200.00	250.00+	150
12-100-445	COURT INITIATED GRDNSHF FEE	2,000.00	4,000.00		3,840.00	420.00	160.00+	96
12-100-446	TAX ABATEMENT APPL FEES	1,000.00	3,000.00		5,150.00	2,135.00	2,150.00+	172
12-100-447	DNA TESTING	200.00	200.00		73.67	0.00	126.33	37
12-100-448	TRUANCY PREVENTION FEES	7,500.00	10,000.00		10,698.83	973.11	698.83+	107
12-100-450	COUNTY SPECIALTY COURT ACCT	1,500.00	1,500.00		1,922.83	261.08	422.83+	128
12-100-451	VISUAL RECORDING FEE	300.00	300.00		315.00	58.00	15.00+	105
12-100-453	BAIL BOND FEES	500.00	500.00		478.50	0.00	21.50	96
12-100-454	NON-DISCLOSURE FEES	0.00	0.00		0.00	0.00	0.00	
12-100-455	SALE OF 911 ADDRESS SIGNS	2,500.00	2,500.00		2,985.00	180.00	485.00+	119
12-100-460	MATCHING FUNDS-SCHOOL RES OFC	37,700.00	37,700.00		37,700.00	0.00	0.00	100
12-100-466	CHILD ABUSE PREVENTION FUND	100.00	100.00		51.20	6.50	48.80	51
12-100-476	CLERK'S VITAL STATISTICS FEE	1,000.00	1,000.00		406.20	101.00	1,406.20	41
12-100-477	FTA/OMNIBASE	5,000.00	5,000.00		477.61	297.12	4,522.39	10
12-100-479	FAMILY PROTECTION FEE	1,000.00	1,000.00		34.00	0.00	966.00	03
12-100-499	TOTAL OTHER FEES	234,050.00	249,050.00	0.00	211,128.08	18,755.17	37,921.92	85
12-100-503	REIMB OP JUROR PMTS-STATE COMPTROLR	7,000.00	7,000.00		5,780.00	0.00	1,220.00	83
12-100-509	TOTAL	7,000.00	7,000.00	0.00	5,780.00	0.00	1,220.00	83
12-100-600	GRANT - TITLE IV-E PRS CONTRACTS	1,000.00	2,000.00		1,757.59	0.00	242.41	88
12-100-601	FED'L FUNDS-PEMA & CARES ACT	0.00	0.00		0.00	0.00	0.00	
12-100-602	GRANT PROCEEDS	75,000.00	141,500.00		116,803.82	1,757.08	24,696.18	83
12-100-603	GRANT - STATE COMPTROLLER	50,000.00	50,000.00		49,174.25	7,116.75	825.75	98
12-100-604	GRANT-HOMELAND SECURITY	25,000.00	25,000.00		10,916.19	0.00	14,083.81	44
12-100-699	TOTAL GRANTS	151,000.00	218,500.00	0.00	178,651.85	8,873.83	39,848.15	82
TOTAL REVENUES/CARRY-OVER		14,354,200.00	15,470,200.00	0.00	14,979,014.14	463,745.57	491,185.86	97
0400 COUNTY JUDGE								
12-400-101	SALARY, COUNTY JUDGE	66,630.00	66,630.00	0.00	61,077.50	5,552.50	5,552.50	92
12-400-102	SALARY, CO JUDGE STATE SUPPLEMENT	25,200.00	25,200.00	0.00	23,100.00	2,100.00	2,100.00	92
12-400-103	SALARY, CO JUDGE-ATTY SUPPLEMENT	25,000.00	25,000.00	0.00	22,916.30	2,083.30	2,083.70	92
12-400-105	SALARY, JUDGE'S SECRETARY	40,242.00	40,242.00	0.00	36,888.50	3,353.50	3,353.50	92
12-400-150	SOCIAL SECURITY TAX	12,014.00	12,014.00	0.00	10,959.80	996.28	1,054.20	91
12-400-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	19,261.13	1,837.26	1,538.87	93
12-400-152	RETIREMENT	20,734.00	20,734.00	0.00	19,005.14	1,727.74	1,728.86	92
12-400-199	TOTAL PERSONNEL SERVICES	210,620.00	210,620.00	0.00	193,208.37	17,650.58	17,411.63	92
12-400-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	4,000.00	0.00	3,215.73	513.85	784.27	80
12-400-420	COMMUNICATIONS EXPENSE	3,000.00	2,500.00	0.00	2,096.14	229.03	403.86	84
12-400-421	COPIER USAGE EXPENSE	1,550.00	1,900.00	0.00	1,848.84	182.85	51.16	97
12-400-427	CONFERENCE/SEMINARS/DUES	2,150.00	1,650.00	0.00	897.05	0.00	752.95	54
12-400-428	TRAVEL EXPENSES	1,500.00	1,150.00	0.00	0.00	0.00	1,150.00	00
12-400-499	TOTAL SERVICES & CHARGES	11,200.00	11,200.00	0.00	8,057.76	925.73	3,142.24	72
12-400-532	EQUIPMENT OVER \$500	2,500.00	4,000.00	0.00	1,393.00	0.00	2,607.00	35
COUNTY JUDGE		224,320.00	225,820.00	0.00	202,659.13	18,576.31	23,160.87	90
0401 COMMISSIONER'S COURT								
12-401-101	SALARY, COMMISSIONERS	264,096.00	264,096.00	0.00	242,088.00	22,008.00	22,008.00	92
12-401-150	SOCIAL SECURITY TAXES	20,203.00	20,203.00	0.00	18,131.06	1,648.01	2,071.94	90
12-401-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	38,574.90	3,679.28	3,025.10	93
12-401-152	RETIREMENT	34,861.00	34,861.00	0.00	31,955.66	2,905.06	2,905.34	92
12-401-199	TOTAL PERSONNEL SERVICES	360,760.00	360,760.00	0.00	330,749.62	30,240.35	30,010.38	92
12-401-200	WORKERS' COMP INSURANCE	75,000.00	75,000.00	0.00	68,475.00	0.00	6,525.00	91
12-401-403	OUTSIDE LEGAL SERVICES	250,000.00	250,000.00	0.00	84,475.03	10,142.87	165,524.97	34
12-401-406	APPRAISAL DISTRICT FEES	381,350.00	381,350.00	0.00	338,314.92	0.00	43,035.08	89
12-401-420	COMMUNICATIONS EXPENSE	0.00	2,500.00	0.00	1,880.73	0.00	619.27	75

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 5  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-401-427	COMM TRAINING/CONFERENCES	6,000.00	6,000.00	0.00	1,480.91	0.00	4,519.09	25
12-401-470	LIBRARIES	22,000.00	22,000.00	0.00	22,000.00	0.00	0.00	100
12-401-471	RURAL FIRE FIGHTING AIDE	112,750.00	187,750.00	0.00	187,355.00	0.00	395.00	100
12-401-475	FIREFIGHTER'S ASSOC	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
12-401-482	GENERAL LIABILITY INS.	10,000.00	10,000.00	0.00	7,440.00	0.00	2,560.00	74
12-401-483	PUBLIC OFFICIALS LIAB INS	30,000.00	30,000.00	0.00	23,613.00	0.00	6,387.00	79
12-401-487	SOIL & WATER CONSERVATION	7,500.00	7,500.00	0.00	7,500.00	0.00	0.00	100
12-401-499	TOTAL SERVICES & CHARGES	898,600.00	976,100.00	0.00	742,534.59	10,142.87	233,565.41	76
COMMISSIONER'S COURT		1,259,360.00	1,336,860.00	0.00	1,073,284.21	40,383.22	263,575.79	80
0403 COUNTY CLERK								
12-403-101	SALARY, COUNTY CLERK	59,400.00	59,400.00	0.00	54,450.00	4,950.00	4,950.00	92
12-403-105	SALARY, DEPUTIES	177,900.00	177,900.00	0.00	123,405.57	9,804.87	54,494.43	69
12-403-150	SOCIAL SECURITY TAX	18,153.00	18,153.00	0.00	12,463.68	1,037.46	5,689.32	69
12-403-151	GROUP MEDICAL INSURANCE	62,400.00	62,400.00	0.00	41,784.76	2,751.08	20,615.24	67
12-403-152	RETIREMENT	31,322.00	31,322.00	0.00	22,857.12	1,830.53	8,464.88	73
12-403-199	TOTAL PERSONNEL SERVICES	349,175.00	349,175.00	0.00	254,961.13	20,373.94	94,213.87	73
12-403-310	SUPPLIES/EQUIPMENT UNDER \$500	14,000.00	12,000.00	0.00	5,446.54	127.86	6,553.46	45
12-403-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	891.44	58.33	1,608.56	36
12-403-421	COPIER & PLOTTER USAGE EXPENSE	4,000.00	4,000.00	0.00	1,675.23	150.72	2,324.77	42
12-403-427	CONFERENCE/SEMINARS/DUES	3,500.00	3,500.00	0.00	1,525.80	579.77	1,974.20	44
12-403-499	TOTAL SERVICES & CHARGES	24,000.00	22,000.00	0.00	9,539.01	916.68	12,460.99	43
12-403-532	EQUIPMENT OVER \$500	5,000.00	7,000.00	0.00	6,095.70	0.00	904.30	87
COUNTY CLERK		378,175.00	378,175.00	0.00	270,595.84	21,290.62	107,579.16	72
0410 ELECTIONS								
12-410-102	SALARY, ELECTION ADMINISTRATOR	48,618.00	48,618.00	0.00	44,566.50	4,051.50	4,051.50	92
12-410-108	SALARY, ELECTION PERSONNEL	30,870.00	30,870.00	0.00	28,952.13	2,572.50	1,917.87	94
12-410-150	SOCIAL SECURITY TAXES	6,081.00	6,081.00	0.00	6,702.65	1,626.87	621.65	110
12-410-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	15,349.47	1,834.40	5,450.53	74
12-410-152	RETIREMENT	10,491.00	10,491.00	0.00	9,543.60	956.06	947.40	91
12-410-199	TOTAL PERSONNEL SERVICES	116,860.00	116,860.00	0.00	105,114.35	11,041.33	11,745.65	90
12-410-310	VOTING SUPPLIES/PRINTING	15,000.00	24,000.00	0.00	21,122.81	242.28	2,877.19	88
12-410-410	ELECTION JUDGES & CLERKS	9,500.00	25,000.00	0.00	23,870.40	14,752.50	1,129.60	95
12-410-420	COMMUNICATION EXPENSE	6,000.00	5,125.00	0.00	4,162.97	564.57	962.03	81
12-410-421	COPIER LEASE EXPENSE	2,500.00	2,500.00	0.00	2,227.50	202.50	272.50	89
12-410-425	VOTER REGISTRATION EXPENSES	3,000.00	8,000.00	0.00	6,441.38	547.00	1,558.62	81
12-410-427	CONFERENCES	3,500.00	4,875.00	0.00	4,921.06	995.00	46.06	101
12-410-431	PUBLICATIONS	1,500.00	1,500.00	0.00	1,963.15	1,392.26	463.15	131
12-410-452	MAINTAINING VOTING EQUIP	15,000.00	20,000.00	0.00	17,820.63	0.00	2,179.37	89
12-410-454	VAN MAINTENANCE	0.00	1,500.00	0.00	714.06	10.46	785.94	48
12-410-460	BUILDING RENT	500.00	0.00	0.00	0.00	0.00	0.00	
12-410-499	TOTAL SERVICES & CHARGES	56,500.00	92,500.00	0.00	83,243.96	18,706.57	9,256.04	90
12-410-532	EQUIPMENT & SOFTWARE	0.00	2,500.00	0.00	2,199.00	0.00	301.00	88
12-410-574	HAVA GRANT MATCH	16,000.00	16,000.00	0.00	16,000.00	0.00	0.00	100
ELECTIONS		189,360.00	227,860.00	0.00	206,557.31	29,747.90	21,302.69	91
0426 COUNTY COURT								
12-426-416	VISITING JUDGE EXPENSES	5,000.00	5,000.00	0.00	520.71	0.00	4,479.29	10
12-426-419	PROFESSIONAL SVCS-NON-SFF	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
12-426-428	COURT APPOINTED ATTORNEYS	5,000.00	5,000.00	0.00	3,075.00	0.00	1,925.00	62
12-426-479	INTERPRETER	10,000.00	10,000.00	0.00	3,200.00	0.00	6,800.00	32
12-426-485	JUROR EXPENSE	3,500.00	3,500.00	0.00	428.00	0.00	3,072.00	12
12-426-488	COURT REPORTERS	6,000.00	6,000.00	0.00	2,711.88	0.00	3,288.12	45
COUNTY COURT		32,000.00	32,000.00	0.00	9,935.59	0.00	22,064.41	31
0428 PUBLIC DEFENDER								
12-428-102	SALARY, PUBLIC DEFENDER	103,056.00	103,056.00	0.00	94,468.00	8,588.00	8,588.00	92
12-428-105	SALARY, SECRETARY	38,136.00	38,136.00	0.00	34,958.00	3,178.00	3,178.00	92
12-428-150	SOCIAL SECURITY TAX	10,800.00	10,800.00	0.00	9,480.34	842.94	1,319.66	88

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 6  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-428-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	28,897.12	2,756.58	2,302.88	93
12-428-152	RETIREMENT	18,638.00	18,638.00	0.00	17,084.10	1,553.10	1,553.90	92
12-428-199	TOTAL PERSONNEL SERVICES	201,830.00	201,830.00	0.00	184,887.56	16,918.62	16,942.44	92
12-428-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	1,181.84	213.36	1,818.16	39
12-428-420	COMMUNICATIONS EXPENSE	2,000.00	2,000.00	0.00	1,022.22	102.64	977.78	51
12-428-423	LAW BOOKS/ON-LINE SUBSCRIPTIONS	3,000.00	3,000.00	0.00	2,670.11	253.23	329.89	89
12-428-427	CONFERENCE/SEMINARS/DUES	3,000.00	3,000.00	0.00	950.00	0.00	2,050.00	32
12-428-499	TOTAL SERVICES & CHARGES	11,000.00	11,000.00	0.00	5,824.17	569.23	5,175.83	53
12-428-532	EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
	PUBLIC DEFENDER	213,830.00	213,830.00	0.00	190,711.73	17,487.85	23,118.27	89
0433 25TH JUDICIAL DISTRICT								
12-433-310	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00	00
12-433-424	TRAVEL & EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
12-433-447	CRT REPORTER SAL&BENEFITS	13,350.00	13,350.00	0.00	12,731.25	0.00	618.75	95
12-433-489	COURT REPORTERS EXPENSE	3,000.00	3,000.00	0.00	1,466.08	0.00	1,533.92	49
12-433-490	CRT COORDINATOR SAL&BENEF	9,000.00	9,000.00	0.00	9,092.25	0.00	92.25	101
12-433-493	CRT COORDINATORS EXPENSE	250.00	250.00	0.00	0.00	0.00	250.00	00
	25TH JUDICIAL DISTRICT	26,900.00	26,900.00	0.00	23,289.58	0.00	3,610.42	87
0434 2ND 25TH JUDICIAL DISTRICT								
12-434-310	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00	00
12-434-424	TRAVEL & EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
12-434-446	CRT REPORTER SAL&BENEFITS	13,350.00	13,350.00	0.00	12,774.25	0.00	575.75	96
12-434-489	COURT REPORTERS EXPENSE	3,000.00	3,000.00	0.00	2,335.84	0.00	664.16	78
12-434-492	CRT COORD SALARY&BENEFITS	9,000.00	9,000.00	0.00	8,947.00	0.00	53.00	99
12-434-493	CRT COORDINATORS EXPENSE	250.00	250.00	0.00	0.00	0.00	250.00	00
	2ND 25TH JUDICIAL DISTRICT	26,900.00	26,900.00	0.00	24,057.09	0.00	2,842.91	89
0435 DISTRICT COURT								
12-435-411	THD ADM JUDICIAL EXPENSE	1,500.00	1,500.00	0.00	920.83	0.00	579.17	61
12-435-412	COURT OF APPEALS EXPENSE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
12-435-416	VISITING JUDGES EXPENSE	4,000.00	4,000.00	0.00	1,305.87	332.80	2,694.13	33
12-435-419	PROF SVCS-NON SPECIFIED	10,000.00	7,500.00	0.00	6,400.00	1,600.00	1,100.00	85
12-435-428	CRT APPOINTED ATTORNEYS	20,000.00	20,000.00	0.00	15,270.00	420.00	4,730.00	76
12-435-472	PRINTED FORMS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
12-435-479	INTERPRETERS	20,000.00	17,500.00	0.00	3,112.50	600.00	14,387.50	18
12-435-484	COURT REPORTERS RECORD	2,000.00	3,500.00	0.00	3,120.00	0.00	380.00	89
12-435-485	JUROR EXPENSE	20,000.00	20,000.00	0.00	16,346.74	3,247.48	3,653.26	82
12-435-488	COURT REPORTERS	7,000.00	12,000.00	0.00	10,306.25	400.00	1,693.75	86
12-435-499	TOTAL SERVICES & CHARGES	90,000.00	91,500.00	0.00	56,782.19	6,600.28	34,717.81	62
	DISTRICT COURT	90,000.00	91,500.00	0.00	56,782.19	6,600.28	34,717.81	62
0450 DISTRICT CLERK								
12-450-101	SALARY, DISTRICT CLERK	59,400.00	59,400.00	0.00	55,592.40	6,092.40	3,807.60	94
12-450-105	SALARY, DEPUTIES	75,270.00	75,270.00	0.00	68,997.50	6,272.50	6,272.50	92
12-450-108	SALARY, PART-TIME CLERK	15,000.00	15,000.00	0.00	14,247.91	1,352.00	752.09	95
12-450-150	SOCIAL SECURITY TAX	11,450.00	11,450.00	0.00	10,504.98	1,038.80	945.02	92
12-450-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	28,863.64	2,753.44	2,336.36	93
12-450-152	RETIREMENT	19,755.00	19,755.00	0.00	18,326.52	1,810.63	1,428.48	93
12-450-199	TOTAL PERSONNEL SERVICES	212,075.00	212,075.00	0.00	196,532.95	19,319.77	15,542.05	93
12-450-310	SUPPLIES/EQUIPMENT UNDER \$500	7,000.00	6,750.00	0.00	4,520.53	707.78	2,229.47	67
12-450-420	COMMUNICATIONS EXPENSE	2,250.00	2,250.00	0.00	728.14	54.13	1,521.86	32
12-450-421	COPIER USAGE EXPENSE	2,500.00	2,750.00	0.00	2,754.28	232.25	4.28	100
12-450-427	CONFERENCE/SEMINARS/DUES	2,000.00	2,000.00	0.00	1,787.13	0.00	212.87	89
12-450-499	TOTAL SERVICES & CHARGES	13,750.00	13,750.00	0.00	9,790.08	994.16	3,959.92	71
12-450-532	EQUIPMENT OVER \$500	5,000.00	5,000.00	0.00	1,934.81	0.00	3,065.19	39
	DISTRICT CLERK	230,825.00	230,825.00	0.00	208,257.84	20,313.93	22,567.16	90

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS PAGE 7  
 TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022 PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
<b>0451 JUSTICE OF THE PEACE #1</b>								
12-451-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	40,436.00	3,676.00	3,676.00	92
12-451-105	SALARY, CLERKS	73,872.00	73,872.00	0.00	67,716.00	6,156.00	6,156.00	92
12-451-150	SOCIAL SECURITY TAX	9,026.00	9,026.00	0.00	7,949.02	730.10	1,076.98	88
12-451-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	19,551.68	1,864.30	11,648.32	63
12-451-152	RETIREMENT	15,575.00	15,575.00	0.00	14,328.82	1,308.38	1,246.18	92
12-451-199	TOTAL PERSONNEL SERVICES	173,785.00	173,785.00	0.00	149,981.52	13,734.78	23,803.48	86
12-451-310	SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	2,819.09	123.91	1,180.91	70
12-451-420	COMMUNICATIONS EXPENSE	1,500.00	1,500.00	0.00	1,293.65	183.62	206.35	86
12-451-421	XEROX USAGE EXPENSE	2,000.00	2,000.00	0.00	1,375.00	125.00	625.00	69
12-451-427	CONFERENCES/SEMINARS/DUES	1,000.00	1,000.00	0.00	767.10	0.00	232.90	77
12-451-429	TRAVEL EXPENSE	2,000.00	2,000.00	0.00	1,126.83	687.50	873.17	56
12-451-485	JUROR EXPENSE	1,000.00	1,250.00	0.00	1,136.00	204.00	114.00	91
12-451-499	TOTAL SERVICES & CHARGES	11,500.00	11,750.00	0.00	8,517.67	1,324.03	3,232.33	72
12-451-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	659.39	0.00	1,340.61	33
	JUSTICE OF THE PEACE #1	187,285.00	187,535.00	0.00	159,158.58	15,058.81	28,376.42	85
<b>0452 JUSTICE OF THE PEACE #2</b>								
12-452-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	40,436.00	3,676.00	3,676.00	92
12-452-108	SALARY, CLERKS	66,438.00	66,438.00	0.00	60,901.50	5,536.50	5,536.50	92
12-452-150	SOCIAL SECURITY TAX	8,457.00	8,457.00	0.00	6,338.28	571.20	2,118.72	75
12-452-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	28,787.40	2,746.54	2,412.60	92
12-452-152	RETIREMENT	14,593.00	14,593.00	0.00	13,376.66	1,216.06	1,216.34	92
12-452-199	TOTAL PERSONNEL SERVICE	164,800.00	164,800.00	0.00	149,839.84	13,746.30	14,960.16	91
12-452-310	SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	2,492.45	518.90	1,507.55	62
12-452-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	2,900.76	346.09	599.24	83
12-452-421	COPIER LEASE/USAGE EXPENSE	2,000.00	2,000.00	0.00	1,375.00	125.00	625.00	69
12-452-427	CONFERENCES/SEMINARS/DUES	2,500.00	2,500.00	0.00	1,463.08	0.00	1,036.92	59
12-452-429	TRAVEL EXPENSE	4,000.00	4,000.00	0.00	873.03	98.38	3,126.97	22
12-452-485	JUROR EXPENSE	1,000.00	1,000.00	0.00	360.00	0.00	640.00	36
12-452-499	TOTAL SERVICES & CHARGES	17,000.00	17,000.00	0.00	9,464.32	1,088.37	7,535.68	56
12-452-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	JUSTICE OF THE PEACE #2	183,800.00	183,800.00	0.00	159,304.16	14,834.67	24,495.84	87
<b>0453 JUSTICE OF THE PEACE #3</b>								
12-453-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	40,436.00	3,676.00	3,676.00	92
12-453-108	SALARY, CLERKS	68,778.00	68,778.00	0.00	63,046.50	5,731.50	5,731.50	92
12-453-150	SOCIAL SECURITY TAX	8,636.00	8,636.00	0.00	7,883.26	716.66	752.74	91
12-453-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	28,728.60	2,741.16	2,471.40	92
12-453-152	RETIREMENT	14,904.00	14,904.00	0.00	13,659.80	1,241.80	1,244.20	92
12-453-199	TOTAL PERSONNEL SERVICES	167,630.00	167,630.00	0.00	153,754.16	14,107.12	13,875.84	92
12-453-310	SUPPLIES/EQUIPMENT UNDER \$500	5,500.00	6,500.00	0.00	5,740.69	13.25	759.31	88
12-453-420	COMMUNICATIONS EXPENSE	2,000.00	1,000.00	0.00	732.57	54.39	267.43	73
12-453-421	XEROX USAGE EXPENSE	2,000.00	2,000.00	0.00	1,375.00	125.00	625.00	69
12-453-427	CONFERENCES/SEMINARS/DUES	1,750.00	1,750.00	0.00	500.00	0.00	1,250.00	29
12-453-429	TRAVEL EXPENSE	750.00	750.00	0.00	0.00	0.00	750.00	00
12-453-485	JUROR EXPENSE	1,000.00	1,000.00	0.00	612.00	0.00	388.00	61
12-453-499	TOTAL SERVICES & CHARGES	13,000.00	13,000.00	0.00	8,960.26	192.64	4,039.74	69
12-453-532	EQUIPMENT OVER \$500	3,000.00	3,000.00	0.00	2,792.33	0.00	207.67	93
	JUSTICE OF THE PEACE #3	183,630.00	183,630.00	0.00	165,506.75	14,299.76	18,123.25	90
<b>0454 JUSTICE OF THE PEACE #4</b>								
12-454-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	40,436.00	3,676.00	3,676.00	92
12-454-105	SALARY, PART-TIME CLERK	20,124.00	20,124.00	0.00	17,710.44	1,610.04	2,413.56	88
12-454-108	SALARY, CLERK	34,236.00	34,236.00	0.00	31,383.00	2,853.00	2,853.00	92
12-454-150	SOCIAL SECURITY TAX	7,533.00	7,533.00	0.00	6,879.28	625.68	653.72	91
12-454-151	GROUP MEDICAL INSURANCE	27,040.00	27,040.00	0.00	15,750.51	1,501.52	11,289.49	58
12-454-152	RETIREMENT	12,995.00	12,995.00	0.00	11,870.76	1,079.64	1,124.24	91

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 8  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT EXPENSE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-454-199	TOTAL PERSONNEL SERVICES	146,040.00	146,040.00	0.00	124,029.99	11,345.88	22,010.01	85
12-454-310	SUPPLIES/EQUIPMENT UNDER \$500	3,500.00	4,000.00	0.00	3,461.33	507.55	538.67	87
12-454-420	COMMUNICATIONS EXPENSE	3,250.00	2,750.00	0.00	2,274.84	210.44	475.16	83
12-454-427	CONFERENCES/SEMINARS/DUES	1,750.00	1,750.00	0.00	1,483.53	0.00	266.47	85
12-454-429	TRAVEL EXPENSE	3,500.00	3,500.00	0.00	3,004.66	241.25	495.34	86
12-454-460	OFFICE RENT	5,000.00	5,000.00	0.00	4,290.00	390.00	710.00	86
12-454-485	JUROR EXPENSE	1,500.00	1,500.00	0.00	156.00	0.00	1,344.00	10
12-454-499	TOTAL SERVICES & CHARGES	18,500.00	18,500.00	0.00	14,670.36	1,349.24	3,829.64	79
12-454-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	JUSTICE OF THE PEACE #4	166,540.00	166,540.00	0.00	138,700.35	12,695.12	27,839.65	83
0475 COUNTY ATTORNEY								
12-475-102	SALARY, ASST CO ATTORNEY	146,298.00	146,298.00	0.00	134,106.50	12,191.50	12,191.50	92
12-475-103	SALARY, INVESTIGATOR	57,360.00	57,360.00	0.00	52,580.00	4,780.00	4,780.00	92
12-475-105	SALARY, LEGAL SECRETARIES (4)	147,460.00	147,460.00	0.00	100,512.50	9,137.50	46,947.50	68
12-475-109	SALARY, LONGEVITY	0.00	7,300.00	0.00	6,800.00	620.00	500.00	93
12-475-150	SOCIAL SECURITY TAX	26,860.00	26,860.00	0.00	22,377.62	2,034.52	4,482.38	83
12-475-151	GROUP MEDICAL INSURANCE	72,800.00	72,800.00	0.00	57,663.20	5,501.08	15,136.80	79
12-475-152	RETIREMENT	46,347.00	46,347.00	0.00	38,807.67	3,528.23	7,539.33	84
12-475-199	TOTAL PERSONNEL SERVICES	497,125.00	504,425.00	0.00	412,847.49	37,792.83	91,577.51	82
12-475-410	CO/DIST ATTY OFFICE EXPENSES	28,500.00	24,650.00	0.00	23,303.27	3,808.80	1,346.73	95
12-475-499	TOTAL SERVICES & CHARGES	28,500.00	24,650.00	0.00	23,303.27	3,808.80	1,346.73	95
12-475-532	EQUIPMENT	2,400.00	6,250.00	0.00	6,216.69	644.69	33.31	99
	COUNTY ATTORNEY	528,025.00	535,325.00	0.00	442,367.45	42,246.32	92,957.55	83
0495 COUNTY AUDITOR'S OFFICE								
12-495-102	SALARY, COUNTY AUDITOR	79,440.00	79,440.00	0.00	72,820.00	6,620.00	6,620.00	92
12-495-105	SALARY, ASSISTANTS	127,398.00	127,398.00	0.00	106,322.00	10,576.00	21,076.00	83
12-495-150	SOCIAL SECURITY TAXES	15,823.00	15,823.00	0.00	11,768.13	1,135.73	4,054.87	74
12-495-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	33,315.68	3,672.74	8,284.32	80
12-495-152	RETIREMENT	27,304.00	27,304.00	0.00	23,646.64	2,269.86	3,657.36	87
12-495-199	TOTAL PERSONNEL SERVICES	291,565.00	291,565.00	0.00	247,872.45	24,274.33	43,692.55	85
12-495-310	SUPPLIES/EQUIPMENT UNDER \$500	3,250.00	4,000.00	0.00	3,797.17	141.88	202.83	95
12-495-420	COMMUNICATIONS EXPENSE	1,100.00	850.00	0.00	731.55	54.46	118.45	86
12-495-421	XEROX COPIER USAGE/MAINT EXP	2,000.00	1,500.00	0.00	1,375.00	125.00	125.00	92
12-495-427	CONVENTIONS/SEMINARS/DUES	2,000.00	2,500.00	0.00	2,469.58	0.00	30.42	99
12-495-499	TOTAL SERVICES & CHARGES	8,350.00	8,850.00	0.00	8,373.30	321.34	476.70	95
12-495-532	EQUIPMENT OVER \$500	2,000.00	1,500.00	0.00	0.00	0.00	1,500.00	00
	COUNTY AUDITOR'S OFFICE	301,915.00	301,915.00	0.00	256,245.75	24,595.67	45,669.25	85
0497 COUNTY TREASURER								
12-497-101	SALARY, COUNTY TREASURER	59,400.00	59,400.00	0.00	54,450.00	4,950.00	4,950.00	92
12-497-150	SOCIAL SECURITY TAX	4,544.00	4,544.00	0.00	4,054.88	359.56	489.12	89
12-497-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,643.72	119.82	756.28	93
12-497-152	RETIREMENT	7,841.00	7,841.00	0.00	7,187.40	653.40	653.60	92
12-497-199	TOTAL PERSONNEL SERVICES	82,185.00	82,185.00	0.00	75,336.00	6,891.78	6,849.00	92
12-497-310	SUPPLIES/EQUIPMENT UNDER \$500	2,500.00	2,500.00	0.00	1,976.99	0.00	523.01	79
12-497-420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	162.04	3.95	837.96	16
12-497-427	CONFERENCE/SEMINARS/DUES	2,500.00	2,500.00	0.00	1,212.03	182.98	1,287.97	48
12-497-429	TRAVEL EXPENSE	500.00	500.00	0.00	0.00	0.00	500.00	00
12-497-499	TOTAL SERVICES & CHARGES	6,500.00	6,500.00	0.00	3,351.06	186.93	3,148.94	52
12-497-532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
	COUNTY TREASURER	89,685.00	89,685.00	0.00	78,687.06	7,078.71	10,997.94	88

**MINUTES OF THE COLORADO COUNTY  
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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 9  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
<b>0499 TAX ASSESSOR-COLLECTOR</b>								
12-499-101	SALARY, TAX A/C	59,400.00	59,400.00	0.00	54,450.00	4,950.00	4,950.00	92
12-499-105	SALARY, DEPUTIES	148,266.00	148,266.00	0.00	131,674.50	12,355.50	16,591.50	89
12-499-150	SOCIAL SECURITY TAX	15,886.00	15,886.00	0.00	13,292.58	1,231.55	2,593.42	84
12-499-151	GROUP MEDICAL INSURANCE	52,000.00	52,000.00	0.00	46,700.69	4,578.92	5,299.31	90
12-499-152	RETIREMENT	27,413.00	27,413.00	0.00	24,568.33	2,284.32	2,844.67	90
12-499-199	TOTAL PERSONNEL SERVICES	302,965.00	302,965.00	0.00	270,686.10	25,400.29	32,278.90	89
12-499-310	SUPPLIES/EQUIPMENT UNDER \$500	4,250.00	4,250.00	0.00	2,947.04	847.45	1,302.96	69
12-499-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	793.94	60.21	1,706.06	32
12-499-421	XEROX COPIER USAGE	3,000.00	3,000.00	0.00	2,264.94	501.10	735.06	75
12-499-427	CONFERENCE/SEMINARS/DUES	2,000.00	4,750.00	0.00	4,208.26	617.55	541.74	89
12-499-499	TOTAL SERVICES & CHARGES	11,750.00	14,500.00	0.00	10,214.18	2,026.31	4,285.82	70
12-499-532	EQUIPMENT OVER \$500	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
	TAX ASSESSOR-COLLECTOR	317,215.00	319,965.00	0.00	280,900.28	27,426.60	39,064.72	88
<b>0510 COURTHOUSE BUILDING</b>								
12-510-105	SALARY, JANITRESSES	53,360.00	53,360.00	0.00	40,582.74	4,321.00	12,777.26	76
12-510-107	SALARY, GROUNDS/MAINT	36,888.00	36,888.00	0.00	33,814.00	3,074.00	3,074.00	92
12-510-108	SALARY, MAINT DIRECTOR	43,596.00	43,596.00	0.00	39,963.00	3,633.00	3,633.00	92
12-510-115	SALARY, PART-TIME	16,640.00	16,640.00	0.00	12,483.99	1,258.31	4,156.01	75
12-510-150	SOCIAL SECURITY TAXES	11,512.00	11,512.00	0.00	9,655.20	936.15	1,856.80	84
12-510-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	35,799.84	3,661.96	5,800.16	86
12-510-152	RETIREMENT	19,864.00	19,864.00	0.00	16,772.27	1,624.41	3,091.73	84
12-510-199	TOTAL PERSONNEL SERVICES	223,460.00	223,460.00	0.00	189,071.04	18,508.83	34,388.96	85
12-510-335	CLEANING SUPPLIES	20,000.00	20,000.00	0.00	7,818.20	339.75	12,181.80	39
12-510-355	REPAIR MATERIALS	10,000.00	10,000.00	0.00	4,816.62	266.73	5,183.38	48
12-510-356	HAND TOOLS & EQUIPMENT	3,000.00	3,000.00	0.00	883.02	0.00	2,116.98	29
12-510-395	MISCELLANEOUS SUPPLIES	15,000.00	15,000.00	0.00	8,659.02	1,735.26	6,340.98	58
12-510-399	TOTAL SUPPLIES	48,000.00	48,000.00	0.00	22,176.86	2,341.74	25,823.14	46
12-510-420	COMMUNICATIONS EXPENSE	1,750.00	1,750.00	0.00	220.00	20.00	1,530.00	13
12-510-440	UTILITIES	115,000.00	110,000.00	0.00	101,699.30	13,158.83	8,300.70	92
12-510-450	REPAIRS TO BLDGS	55,000.00	99,000.00	0.00	76,163.84	61,957.28	22,836.16	77
12-510-454	REPAIRS TO EQUIPMENT	40,000.00	55,000.00	0.00	48,115.70	3,132.50	6,884.30	87
12-510-455	ELEVATOR MAINTENANCE	10,000.00	11,000.00	0.00	10,796.36	0.00	203.64	98
12-510-482	BUILDING INSURANCE	55,000.00	99,000.00	0.00	98,034.50	0.00	965.50	99
12-510-494	GROUNDS MAINTENANCE	7,500.00	20,000.00	0.00	17,089.91	2,082.80	2,910.09	85
12-510-495	PEST CONTROL	4,000.00	4,000.00	0.00	4,102.85	303.92	102.85	103
12-510-497	MISCELLANEOUS	5,000.00	5,000.00	0.00	1,433.26	803.94	3,566.74	29
12-510-499	TOTAL SERVICES & CHARGES	293,250.00	404,750.00	0.00	357,655.72	81,459.27	47,094.28	88
12-510-532	EQUIPMENT OVER \$500	10,000.00	10,000.00	0.00	2,405.22	0.00	7,594.78	24
	COURTHOUSE BUILDING	574,710.00	686,210.00	0.00	571,308.84	102,309.84	114,901.16	83
<b>0515 PARKS &amp; RECREATION DEPT</b>								
12-515-440	UTILITIES	2,500.00	2,500.00	0.00	466.13	40.05	2,033.87	19
12-515-454	MAINTENANCE	2,500.00	2,500.00	0.00	1,015.54	212.84	1,484.46	41
	PARKS & RECREATION DEPT	5,000.00	5,000.00	0.00	1,481.67	252.89	3,518.33	30
<b>0525 SEPTIC SYSTEM/FLOODPLAIN</b>								
12-525-108	SALARY, COORDINATOR	28,104.00	28,104.00	0.00	25,311.80	2,342.00	2,792.20	90
12-525-150	SOCIAL SECURITY TAX	2,150.00	2,150.00	0.00	1,940.93	179.16	209.07	90
12-525-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
12-525-152	RETIREMENT	3,706.00	3,706.00	0.00	3,349.04	309.14	356.96	90
12-525-199	TOTAL PERSONNEL SERVICES	33,960.00	33,960.00	0.00	30,601.77	2,830.30	3,358.23	90
12-525-310	SUPPLIES/EQUIPMENT UNDER \$500	1,400.00	1,400.00	0.00	684.65	23.85	715.35	49
12-525-402	CONTRACT SERVICES	8,250.00	8,250.00	0.00	0.00	0.00	8,250.00	00
12-525-420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	639.55	68.64	360.45	64
12-525-427	CONFERENCE/SEMINARS/DUES	1,500.00	1,500.00	0.00	111.00	0.00	1,389.00	07
12-525-429	TRAVEL EXPENSE/REPAIRS OF VEH	500.00	1,000.00	0.00	660.00	0.00	340.00	66



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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 10  
PREPAGER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-525-432	DOCUMENT IMAGING	2,000.00	1,500.00	0.00	0.00	0.00	1,500.00	00
12-525-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	SEPTIC SYSTEM/FLOODPLAIN	50,610.00	50,610.00	0.00	32,696.97	2,922.79	17,913.03	65
<b>0530 EMERGENCY MANAGEMENT</b>								
12-530-105	SALARY, ASST EMO COORDINATOR	20,244.00	20,244.00	0.00	18,557.00	1,687.00	1,687.00	92
12-530-108	SALARY, EMO COORDINATOR	47,250.00	47,250.00	0.00	36,421.88	3,937.50	10,828.12	77
12-530-150	SOCIAL SECURITY TAXES	5,163.00	5,163.00	0.00	3,666.56	390.50	1,496.44	71
12-530-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	7,442.16	660.29	2,957.84	72
12-530-152	RETIREMENT	8,903.00	8,903.00	0.00	7,257.26	742.45	1,645.74	82
12-530-199	TOTAL PERSONNEL SERVICES	91,960.00	91,960.00	0.00	73,344.86	7,417.74	18,615.14	80
12-530-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	16,800.00	0.00	7,885.88	766.57	8,914.12	47
12-530-420	COMMUNICATIONS EXPENSE	4,500.00	4,500.00	0.00	2,875.30	338.81	1,624.70	64
12-530-425	COVID-19 EXPENSES	0.00	0.00	0.00	2,507.88	250.86	2,507.88	
12-530-427	DUES & MEMBERSHIPS	750.00	750.00	0.00	175.00	0.00	575.00	23
12-530-453	RADIO REPAIRS & MAINTENANCE	30,000.00	22,500.00	0.00	2,121.00	0.00	20,379.00	09
12-530-454	REPAIRS & MAINTENANCE TO BOC TRUCK	4,500.00	6,000.00	0.00	4,347.18	2,118.57	1,652.82	72
12-530-532	EQUIPMENT OVER \$500	20,000.00	20,000.00	0.00	5,570.00	0.00	14,430.00	28
12-530-704	STATE HOMELAND SECURITY GRANT PROG	40,000.00	40,000.00	0.00	24,331.19	20,194.88	15,668.81	61
	EMERGENCY MANAGEMENT	194,710.00	202,510.00	0.00	123,158.29	31,087.43	79,351.71	61
<b>0540 EMS DIRECTOR/AMBULANCE</b>								
12-540-102	SALARY, EMS DIRECTOR	73,860.00	73,860.00	0.00	66,196.55	4,167.00	7,663.45	90
12-540-103	SALARY, ASST EMS DIRECTOR	20,964.00	20,964.00	0.00	17,027.25	2,217.50	3,936.75	81
12-540-105	SALARY, EMS MEMBERS	250,000.00	250,000.00	0.00	200,793.86	20,663.63	49,206.14	80
12-540-106	SALARY, FULL-TIME PARAMEDICS	676,640.00	688,540.00	0.00	615,532.65	47,803.84	73,007.35	89
12-540-107	SALARY, FLEET MAINTENANCE	47,484.00	47,484.00	0.00	44,375.26	4,032.00	3,108.74	93
12-540-108	SALARY, AMBULANCE ACCT	41,994.00	41,994.00	0.00	38,500.00	3,500.00	3,494.00	92
12-540-109	SALARY, TRANSFER INCENTIVE	0.00	10,000.00	0.00	1,900.00	1,900.00	8,100.00	19
12-540-110	SALARY, OVERTIME	413,816.00	517,416.00	0.00	467,440.89	38,656.70	49,975.11	90
12-540-111	SALARY - EXTRA JOBS	0.00	45,000.00	0.00	40,786.08	5,000.00	4,213.92	91
12-540-112	SALARY, HOLIDAY PAY	40,355.00	40,355.00	0.00	34,600.11	7,893.84	5,754.89	86
12-540-150	SOCIAL SECURITY TAX	119,731.00	120,911.00	0.00	114,355.55	10,225.00	6,555.45	95
12-540-151	GROUP MEDICAL INSURANCE	239,200.00	241,000.00	0.00	203,966.51	17,957.72	37,033.49	85
12-540-152	RETIREMENT	206,596.00	208,616.00	0.00	201,570.43	17,930.11	7,045.57	97
12-540-199	TOTAL PERSONNEL SERVICES	2,130,640.00	2,306,140.00	0.00	2,047,045.14	181,947.34	259,094.86	89
12-540-310	SUPPLIES/EQUIPMENT UNDER \$500	15,000.00	15,000.00	0.00	5,606.30	142.72	9,393.70	37
12-540-326	FIRST RESPONDER SUPPLIES	7,500.00	7,500.00	0.00	784.42	0.00	6,715.58	10
12-540-330	FUEL & OIL	65,000.00	105,000.00	0.00	83,789.24	1,309.08	21,210.76	80
12-540-334	AMBULANCE SUPPLIES	100,000.00	100,000.00	0.00	78,076.85	6,463.22	21,923.15	78
12-540-408	TRAINING COURSES/SUPPLIES	15,000.00	13,750.00	0.00	2,403.00	0.00	11,347.00	17
12-540-409	MEDICAL DIRECTOR EXPENSES	15,000.00	20,000.00	0.00	14,875.00	0.00	5,125.00	74
12-540-415	BILLING SERVICES	25,000.00	25,000.00	0.00	2,447.32	0.00	22,552.68	10
12-540-417	DRUG & ALCOHOL TESTING	3,500.00	4,250.00	0.00	3,767.60	673.32	482.40	89
12-540-420	COMMUNICATIONS EXPENSE	17,500.00	19,000.00	0.00	18,075.45	2,192.90	924.55	95
12-540-421	XEROX LEASE PAYMENT	2,000.00	2,000.00	0.00	1,650.00	150.00	350.00	83
12-540-425	COVID-19 EXPENSES	0.00	0.00	0.00	2,742.95	126.40	2,742.95	
12-540-427	CONFERENCES/SEMINARS/DUES	3,000.00	5,000.00	0.00	4,666.44	0.00	333.56	93
12-540-453	RADIOS & RADIO REPAIRS	10,000.00	10,000.00	0.00	521.75	0.00	9,478.25	05
12-540-454	REPAIRS TO AMB/EQUIPMENT	80,000.00	94,000.00	0.00	83,453.63	780.13	10,546.37	89
12-540-457	MEDICAL WASTE SERVICES	1,500.00	2,000.00	0.00	1,520.92	0.00	479.08	76
12-540-475	LICENSING FEES & eDISPATCH	15,000.00	15,000.00	0.00	12,569.95	0.00	2,430.05	84
12-540-482	INSURANCE	12,500.00	10,000.00	0.00	8,160.00	0.00	1,840.00	82
12-540-491	UNIFORMS	12,000.00	12,000.00	0.00	5,521.52	589.03	6,478.48	46
12-540-497	MISCELLANEOUS/MATCHING GRANT FUNDS	5,000.00	1,250.00	0.00	1,012.78	12.78	237.22	81
12-540-499	TOTAL SERVICES & CHARGES	404,500.00	460,750.00	0.00	331,645.12	12,439.58	129,104.88	72
12-540-532	EQUIPMENT OVER \$500	30,000.00	140,000.00	0.00	72,068.34	6,061.85	67,931.66	51
12-540-574	CONTINGENCY-MATCHING GRNT	30,000.00	0.00	0.00	0.00	0.00	0.00	
12-540-575	MOTOR VEHICLE	200,000.00	595,000.00	0.00	373,087.63	4,150.00	221,912.37	63
	EMS DIRECTOR/AMBULANCE	2,795,140.00	3,501,890.00	0.00	2,823,846.23	204,598.77	678,043.77	81
<b>0551 CONSTABLE, PCT #1</b>								
12-551-101	SALARY, CONSTABLE PCT #1	20,664.00	20,664.00	0.00	18,942.00	1,722.00	1,722.00	92
12-551-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	1,461.44	131.28	119.56	92
12-551-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,559.38	912.20	840.62	92

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 11  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND		EFFECTIVE MONTH - 11						
12-551-152	RETIREMENT	2,725.00	2,725.00	0.00	2,523.33	227.29	201.67	93
12-551-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	32,486.15	2,992.77	2,883.85	92
12-551-420	COMMUNICATIONS EXPENSE	300.00	300.00	0.00	175.00	0.00	125.00	58
12-551-427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	60.00	0.00	540.00	10
12-551-429	TRAVEL/VEHICLE MAINTENANCE	1,800.00	5,550.00	0.00	5,527.94	0.00	22.06	100
12-551-497	MISCELLANEOUS	1,250.00	500.00	0.00	389.51	0.00	110.49	78
	CONSTABLE, PCT #1	39,320.00	42,320.00	0.00	38,638.60	2,992.77	3,681.40	91
0552 CONSTABLE, PCT #2								
12-552-101	SALARY, CONSTABLE PCT #2	20,664.00	20,664.00	0.00	18,942.00	1,722.00	1,722.00	92
12-552-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	923.74	78.00	657.26	58
12-552-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,538.44	910.28	861.56	92
12-552-152	RETIREMENT	2,725.00	2,725.00	0.00	2,500.23	227.30	224.77	92
12-552-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	31,904.41	2,937.58	3,465.59	90
12-552-420	COMMUNICATIONS EXPENSE	600.00	600.00	0.00	522.08	99.12	77.92	87
12-552-427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	60.00	0.00	540.00	10
12-552-429	TRAVEL EXPENSE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
12-552-497	MISCELLANEOUS	1,250.00	1,250.00	0.00	118.67	0.00	1,131.33	09
	CONSTABLE, PCT #2	42,820.00	42,820.00	0.00	32,605.16	3,036.70	10,214.84	76
0553 CONSTABLE, PCT #3								
12-553-101	SALARY, CONSTABLE PCT #3	20,664.00	20,664.00	0.00	18,942.00	1,722.00	1,722.00	92
12-553-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	1,449.06	131.72	131.94	92
12-553-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,534.18	910.28	865.82	92
12-553-152	RETIREMENT	2,725.00	2,725.00	0.00	2,500.28	227.30	224.72	92
12-553-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	32,425.52	2,991.30	2,944.48	92
12-553-420	CELL PHONE EXPENSE	300.00	300.00	0.00	0.00	0.00	300.00	00
12-553-427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	85.00	0.00	515.00	14
12-553-429	TRAVEL EXPENSE	1,200.00	1,200.00	0.00	100.00	0.00	1,100.00	08
12-553-497	MISCELLANEOUS	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	00
	CONSTABLE, PCT #3	38,720.00	38,720.00	0.00	32,610.52	2,991.30	6,109.48	84
0554 CONSTABLE, PCT #4								
12-554-101	SALARY, CONSTABLE PCT #4	20,664.00	20,664.00	0.00	18,942.00	1,722.00	1,722.00	92
12-554-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	899.46	79.74	681.54	57
12-554-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,559.38	912.20	840.62	92
12-554-152	RETIREMENT	2,725.00	2,725.00	0.00	2,500.30	227.30	224.70	92
12-554-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	31,901.14	2,941.24	3,468.86	90
12-554-427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	0.00	0.00	600.00	00
12-554-429	TRAVEL EXPENSE	500.00	500.00	0.00	0.00	0.00	500.00	00
12-554-497	MISCELLANEOUS	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	00
	CONSTABLE, PCT #4	37,720.00	37,720.00	0.00	31,901.14	2,941.24	5,818.86	85
0555 911 RURAL ADDRESSING								
12-555-105	SALARY, 9-1-1 COORDINATOR	57,480.00	57,480.00	0.00	52,690.00	4,790.00	4,790.00	92
12-555-108	SALARY, ASST COORDINATOR	32,448.00	32,448.00	0.00	29,744.00	2,704.00	2,704.00	92
12-555-150	SOCIAL SECURITY TAXES	6,880.00	6,880.00	0.00	6,295.07	568.98	584.93	91
12-555-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	19,211.34	1,833.10	1,588.66	92
12-555-152	RETIREMENT	7,587.00	11,887.00	0.00	10,881.20	989.20	1,005.80	92
12-555-199	TOTAL PERSONNEL SERVICES	125,195.00	129,495.00	0.00	118,821.61	10,885.28	10,673.39	92
12-555-310	SUPPLIES/EQUIP UNDER \$500	5,000.00	5,000.00	0.00	3,385.81	254.10	1,614.19	68
12-555-402	FLOODPLAIN CONSULTANT	10,000.00	10,000.00	0.00	4,550.00	1,150.00	5,450.00	46
12-555-420	COMMUNICATIONS EXPENSE	1,250.00	1,250.00	0.00	978.98	113.53	271.02	78
12-555-427	SEMINARS/DUES/MEETINGS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
12-555-429	TRAVEL EXPENSE/TRUCK MAINT	2,500.00	2,500.00	0.00	200.00	0.00	2,300.00	08
12-555-441	911 OPERATING EXPENSES	5,000.00	5,000.00	0.00	3,100.00	0.00	1,900.00	62
12-555-442	FLOODPLAIN EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
12-555-454	MAINTENANCE & REPAIRS	6,000.00	6,000.00	0.00	344.50	0.00	5,655.50	06
12-555-532	EQUIPMENT/SOFTWARE	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	00

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 12  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
	911 RURAL ADDRESSING	169,945.00	174,245.00	0.00	131,380.90	14,402.91	42,864.10	75
<b>0560 COUNTY SHERIFF</b>								
12-560-101	SALARY, SHERIFF	71,760.00	71,760.00	0.00	65,780.00	5,980.00	5,980.00	92
12-560-104	SALARY, DEPUTIES	1,120,925.00	1,120,925.00	0.00	893,759.61	80,215.50	227,165.39	80
12-560-105	SALARY, SECRETARY	45,204.00	45,204.00	0.00	40,714.88	3,680.00	4,489.12	90
12-560-106	SALARY, MH DEPUTY	0.00	33,000.00	0.00	28,765.50	4,527.00	4,234.50	87
12-560-112	SALARY, HOLIDAY PAY	34,000.00	60,000.00	0.00	54,473.00	11,202.12	5,527.00	91
12-560-115	SALARY, CERTIFICATE PAY	28,000.00	28,000.00	0.00	22,575.00	2,200.00	5,425.00	81
12-560-120	SALARY, DISPATCHERS	396,312.00	396,312.00	0.00	337,047.12	29,608.00	59,264.88	85
12-560-150	SOCIAL SECURITY TAX	129,759.00	129,759.00	0.00	105,414.39	10,046.40	24,344.61	81
12-560-151	GROUP MEDICAL INSURANCE	353,600.00	353,600.00	0.00	277,623.28	24,642.56	75,976.72	79
12-560-152	RETIREMENT	223,900.00	223,900.00	0.00	190,785.05	18,174.25	33,114.95	85
12-560-199	TOTAL PERSONNEL SERVICES	2,403,460.00	2,462,460.00	0.00	2,016,937.83	190,275.83	445,522.17	82
12-560-310	SUPPLIES/EQUIPMENT UNDER \$500	20,000.00	20,000.00	0.00	16,801.70	414.77	3,198.30	84
12-560-311	FEDERAL EXPRESS CHARGES	1,500.00	1,500.00	0.00	7.68	0.00	1,492.32	01
12-560-330	FUEL & OIL	85,000.00	135,000.00	0.00	128,027.50	9,818.46	6,972.50	95
12-560-336	PHOTO/RIPL/RIPL/RANGE SUPPLIES	2,500.00	10,000.00	0.00	8,133.00	0.00	1,867.00	81
12-560-338	FINGERPRINT/EVIDENCE SUPPLIES	2,000.00	2,000.00	0.00	371.67	110.00	1,628.33	19
12-560-354	BATTERIES, TIRES & TUBES	15,000.00	15,000.00	0.00	7,789.54	0.00	7,210.46	52
12-560-399	TOTAL SUPPLIES	126,000.00	183,500.00	0.00	161,131.09	10,343.23	22,368.91	88
12-560-402	CONTRACT IT SERVICES	25,000.00	25,000.00	0.00	22,600.00	2,950.00	2,400.00	90
12-560-417	DRUG & ALCOHOL TESTING	500.00	1,000.00	0.00	823.00	179.00	177.00	82
12-560-420	COMMUNICATIONS EXPENSE	40,000.00	38,500.00	0.00	38,876.86	5,826.67	376.86	101
12-560-421	COPIER USAGE/MAINT EXPENSE	3,000.00	3,000.00	0.00	2,999.06	269.72	0.94	100
12-560-426	SCHOOLS FOR DEPUTIES/DISPATCHERS	6,000.00	10,000.00	0.00	8,171.93	655.00	1,828.07	82
12-560-427	CONFERENCE/SEMINARS/DUES	1,500.00	1,500.00	0.00	962.25	0.00	537.75	64
12-560-432	DOCUMENT IMAGING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	00
12-560-438	MH TRANSPORTS	0.00	10,000.00	0.00	2,362.50	271.25	7,637.50	24
12-560-441	911 OPERATING/DISPATCH EXPENSES	45,000.00	30,000.00	0.00	16,132.94	0.00	13,867.06	54
12-560-452	SOFTWARE/LICENSE SERVICES	35,000.00	55,000.00	0.00	19,097.50	0.00	35,902.50	35
12-560-453	RADIO AND RADIO REPAIRS	4,000.00	4,000.00	0.00	1,984.80	0.00	2,015.20	50
12-560-454	REPAIRS OF VEH/EQUIP	50,000.00	60,000.00	0.00	49,747.82	880.23	10,252.18	83
12-560-475	ESTRAY EXPENSES	5,000.00	0.00	0.00	0.00	0.00	0.00	
12-560-476	EMERGENCY EQUIP/DETAIL	12,500.00	12,500.00	0.00	4,063.90	2,600.00	8,436.10	33
12-560-483	AUTO LIABILITY INSURANCE	20,000.00	20,000.00	0.00	16,313.00	0.00	3,687.00	82
12-560-491	EMPLOYEE UNIFORMS	5,000.00	5,000.00	0.00	1,904.13	185.97	3,095.87	38
12-560-497	MISCELLANEOUS EXPENSE	12,500.00	12,500.00	0.00	7,687.63	150.00	4,812.37	62
12-560-499	TOTAL SERVICES & CHARGES	275,000.00	298,000.00	0.00	193,727.32	13,967.84	104,272.68	65
12-560-532	EQUIPMENT OVER \$500	40,000.00	160,000.00	0.00	157,263.21	92,934.49	2,736.79	98
12-560-573	RADIO EQUIPMENT	5,000.00	21,500.00	0.00	17,894.10	0.00	3,605.90	83
12-560-575	MOTOR VEHICLES	302,000.00	304,500.00	0.00	304,272.00	0.00	228.00	100
12-560-599	TOTAL CAPITAL OUTLAY	347,000.00	486,000.00	0.00	479,429.31	92,934.49	6,570.69	99
	COUNTY SHERIFF	3,151,460.00	3,429,960.00	0.00	2,851,225.55	307,521.39	578,734.45	83
<b>0565 OPERATION OF JAIL</b>								
12-565-102	SALARY, JAIL ADMINISTRATOR	62,640.00	62,640.00	0.00	66,583.88	5,220.00	3,943.88	106
12-565-103	SALARY, JAILERS	875,988.00	875,988.00	0.00	682,833.34	62,243.84	193,154.66	78
12-565-107	SALARY, BAILIFFS	25,000.00	25,000.00	0.00	16,455.00	2,848.75	8,545.00	66
12-565-112	SALARY, HOLIDAY PAY	24,000.00	38,000.00	0.00	36,301.70	6,418.32	1,698.30	96
12-565-115	SALARY, CERTIFICATE PAY	8,500.00	8,500.00	0.00	6,800.00	500.00	1,700.00	80
12-565-150	SOCIAL SECURITY TAXES	76,204.00	76,204.00	0.00	60,648.73	5,782.53	15,555.27	80
12-565-151	GROUP MEDICAL INSURANCE	228,800.00	228,800.00	0.00	164,630.49	15,532.47	64,169.51	72
12-565-152	RETIREMENT	131,488.00	131,488.00	0.00	106,784.62	10,194.54	24,703.38	81
12-565-199	TOTAL PERSONNEL SERVICES	1,432,620.00	1,446,620.00	0.00	1,141,037.76	108,740.45	305,582.24	79
12-565-333	FOOD FOR PRISONERS	160,000.00	180,000.00	0.00	169,437.72	22,747.31	10,562.28	94
12-565-335	CLEANING SUPPLIES	6,000.00	12,500.00	0.00	10,297.00	709.81	2,203.00	82
12-565-338	BEDDING & LINENS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
12-565-339	JAIL LAUNDRY	8,000.00	8,000.00	0.00	6,145.95	1,160.41	1,854.05	77
12-565-340	JAIL SUPPLIES	15,000.00	12,500.00	0.00	8,807.73	1,786.61	3,692.27	70
12-565-395	MISCELLANEOUS SUPPLIES	1,500.00	1,500.00	0.00	1,392.52	0.00	107.48	93
12-565-399	TOTAL SUPPLIES	191,500.00	215,500.00	0.00	196,080.92	26,404.14	19,419.08	91

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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 13  
PREPARER:0004

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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
12-565-402	OUT-OF-COUNTY HOUSING INMATES	5,000.00	20,000.00	0.00	16,700.00	1,550.00	3,300.00	84
12-565-405	PRISONER MEDICAL/MEDICINE	175,000.00	240,000.00	0.00	223,138.03	32,568.67	16,861.97	93
12-565-417	REQUIRED TESTING & DRUG TESTING	3,000.00	4,500.00	0.00	4,351.00	395.00	149.00	97
12-565-421	COPIER LEASE	3,500.00	3,500.00	0.00	2,750.00	250.00	750.00	79
12-565-425	INMATE INDIGENT SUPPLIES	10,000.00	10,000.00	0.00	14.97	0.00	9,985.03	00
12-565-426	SCHOOLS FOR JAILERS	2,000.00	4,000.00	0.00	3,570.87	225.00	429.13	89
12-565-429	PRISONER TRANSPORT	5,000.00	5,000.00	0.00	147.33	0.00	4,852.67	03
12-565-440	UTILITIES	110,000.00	84,500.00	0.00	76,453.27	3,953.19	8,046.73	90
12-565-450	JAIL REPAIRS	100,000.00	90,000.00	0.00	66,677.00	6,708.71	23,323.00	74
12-565-482	LAW ENFORCEMENT LIAB INS	25,000.00	28,000.00	0.00	28,067.00	0.00	67.00	100
12-565-491	JAIL INMATE UNIFORMS	1,500.00	1,500.00	0.00	781.18	0.00	718.82	52
12-565-494	GROUPS MAINTENANCE	2,500.00	2,500.00	0.00	208.98	0.00	2,291.02	08
12-565-495	PEST CONTROL	1,000.00	1,000.00	0.00	660.00	60.00	340.00	66
12-565-496	JAILERS UNIFORMS	2,000.00	2,000.00	0.00	1,953.50	0.00	46.50	98
12-565-499	TOTAL SERVICES & CHARGES	445,500.00	496,500.00	0.00	425,473.13	45,710.57	71,026.87	86
12-565-532	EQUIPMENT OVER \$500	5,000.00	5,000.00	0.00	3,275.75	0.00	1,724.25	66
	OPERATION OF JAIL	2,074,620.00	2,163,620.00	0.00	1,765,867.56	180,855.16	397,752.44	82
0570 SUPERVISION & CORRECTIONS								
12-570-101	SALARY, JUVENILE JUDGES	11,600.00	11,600.00	0.00	10,634.14	966.74	965.86	92
12-570-150	SOCIAL SECURITY TAXES	888.00	888.00	0.00	812.02	73.82	75.98	91
12-570-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
12-570-152	RETIREMENT	1,530.00	1,530.00	0.00	1,404.04	127.64	125.96	92
12-570-199	TOTAL PERSONAL SERVICES	14,018.00	14,018.00	0.00	12,850.20	1,168.20	1,167.80	92
12-570-413	JUVENILE PROBATION DEPT	125,052.00	125,052.00	0.00	125,052.00	0.00	0.00	100
12-570-414	ADULT PROBATION DEPT	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00	100
12-570-433	DETENTION SERVICES	25,000.00	91,000.00	0.00	86,890.00	13,700.00	4,110.00	95
12-570-499	TOTAL SERVICES & CHARGES	157,052.00	223,052.00	0.00	218,942.00	13,700.00	4,110.00	98
	SUPERVISION & CORRECTIONS	171,070.00	237,070.00	0.00	231,792.20	14,868.20	5,277.80	98
0575 MENTAL HEALTH & ALCOHOL								
12-575-436	MENTAL SERVICES (TEXANA)	14,180.00	14,180.00	0.00	14,180.00	0.00	0.00	100
12-575-438	MENTALLY ILL FEES	5,000.00	5,000.00	0.00	1,336.50	157.50	3,663.50	27
	MENTAL HEALTH & ALCOHOL	19,180.00	19,180.00	0.00	15,516.50	157.50	3,663.50	81
0580 VETERAN SERVICE OFFICER								
12-580-106	SALARY, VETERAN SVC OPC	18,552.00	18,552.00	0.00	14,636.92	1,355.84	3,915.08	79
12-580-150	SOCIAL SECURITY TAXES	1,419.00	1,419.00	0.00	1,119.78	103.72	299.22	79
12-580-152	RETIREMENT	2,449.00	2,449.00	0.00	1,932.15	178.98	516.85	79
12-580-199	TOTAL PERSONNEL SERVICES	22,420.00	22,420.00	0.00	17,688.85	1,638.54	4,731.15	79
12-580-310	OFFICE SUPPLIES	750.00	1,000.00	0.00	940.69	6.98	59.31	94
12-580-420	COMMUNICATIONS EXPENSE	1,000.00	750.00	0.00	622.14	70.63	127.86	83
12-580-427	SEMINARS/DUES	750.00	750.00	0.00	253.40	0.00	496.60	34
	VETERAN SERVICE OFFICER	24,920.00	24,920.00	0.00	19,505.08	1,716.15	5,414.92	78
0585 INFORMATION TECHNOLOGY								
12-585-102	SALARY, IT COORDINATOR	54,240.00	54,240.00	0.00	49,720.00	4,520.00	4,520.00	92
12-585-150	SOCIAL SECURITY TAXES	4,150.00	4,150.00	0.00	3,768.16	342.56	381.84	91
12-585-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,643.72	919.82	756.28	93
12-585-152	RETIREMENT	7,160.00	7,160.00	0.00	6,563.04	596.64	596.96	92
12-585-199	TOTAL PERSONNEL SERVICES	75,950.00	75,950.00	0.00	69,694.92	6,379.02	6,255.08	92
12-585-310	SUPPLIES/EQUIP UNDER \$500	4,000.00	3,750.00	0.00	2,485.57	0.00	1,264.43	66
12-585-420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	1,071.54	307.44	71.54	107
12-585-427	TRAINING EXPENSES	2,000.00	2,000.00	0.00	175.00	0.00	1,825.00	09
12-585-452	SOFTWARE/LICENSE SERVICES	110,000.00	135,000.00	0.00	123,767.49	3,600.00	11,232.51	92
12-585-454	VEHICLE MAINTENANCE	0.00	750.00	0.00	653.20	71.84	96.80	87
12-585-477	COMPUTER UPGRADES	35,000.00	35,000.00	0.00	22,475.99	0.00	12,524.01	64
12-585-532	EQUIPMENT OVER \$500	2,000.00	4,000.00	0.00	3,589.58	0.00	410.42	90
	INFORMATION TECHNOLOGY	229,950.00	257,450.00	0.00	223,913.29	10,358.30	33,536.71	87

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 14  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
<b>0640 CONTRACT SERVICES</b>								
12-640-439	SENIOR CITIZENS SERVICE	24,880.00	24,880.00	0.00	24,880.00	0.00	0.00	100
12-640-443	COLORADO VALLEY TRANSIT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100
12-640-445	AUTOPSIES	100,000.00	120,000.00	0.00	115,232.70	7,305.00	4,767.30	96
12-640-446	BURIAL EXPENSE	3,000.00	3,000.00	0.00	840.00	0.00	2,160.00	28
12-640-448	COMBINED COMMUNITY ACTION	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100
12-640-449	POSTER CHILD CARE	6,000.00	6,000.00	0.00	10.00	0.00	5,990.00	00
12-640-909	ADULT CORE SERVICES/CCYFS	9,500.00	9,500.00	0.00	9,500.00	0.00	0.00	100
12-640-910	COLO CO HISTORICAL COMM	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
12-640-911	FAMILY CRISIS CENTER	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00	100
12-640-913	BOYS & GIRLS CLUB	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100
12-640-914	CASA - FOSTER CHILDREN	5,500.00	5,500.00	0.00	5,500.00	0.00	0.00	100
	<b>CONTRACT SERVICES</b>	<b>169,880.00</b>	<b>189,880.00</b>	<b>0.00</b>	<b>174,462.70</b>	<b>7,305.00</b>	<b>15,417.30</b>	<b>92</b>
<b>0645 INDIGENT HEALTH CARE</b>								
12-645-104	SALARY, IHC COORDINATOR	13,087.00	13,087.00	0.00	11,538.56	1,048.96	1,548.44	88
12-645-150	SOCIAL SECURITY TAX	1,001.00	1,001.00	0.00	882.76	80.26	118.24	88
12-645-151	GROUP MEDICAL INSURANCE	4,160.00	4,160.00	0.00	3,785.60	361.20	374.40	91
12-645-152	RETIREMENT	1,727.00	1,727.00	0.00	1,523.06	138.46	203.94	88
12-645-199	<b>TOTAL PERSONNEL SERVICES</b>	<b>19,975.00</b>	<b>19,975.00</b>	<b>0.00</b>	<b>17,729.98</b>	<b>1,628.88</b>	<b>2,245.02</b>	<b>89</b>
12-645-310	SUPPLIES/EQUIPMENT UNDER \$500	750.00	1,250.00	0.00	831.28	0.00	418.72	67
12-645-420	COMMUNICATIONS EXPENSE	750.00	250.00	0.00	162.04	3.95	87.96	65
12-645-427	CONFERENCES/SEMINARS/DUES	750.00	750.00	0.00	0.00	0.00	750.00	00
12-645-429	<b>TOTAL SUPPLIES &amp; CHARGES</b>	<b>2,250.00</b>	<b>2,250.00</b>	<b>0.00</b>	<b>993.32</b>	<b>3.95</b>	<b>1,256.68</b>	<b>44</b>
12-645-452	SOFTWARE LICENSE	16,000.00	16,000.00	0.00	13,767.00	1,059.00	2,233.00	86
12-645-465	HOSPITAL CONTRACT	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	00
12-645-466	HOSPITALIZATION, IHC	109,000.00	109,000.00	0.00	76,400.30	15,044.97	32,599.70	70
12-645-467	MEDICAL, IHC	85,000.00	85,000.00	0.00	6,734.05	764.98	78,265.95	08
12-645-468	MEDICINES, IHC	60,000.00	60,000.00	0.00	7,270.18	0.00	52,729.82	12
12-645-499	<b>TOTAL IHC SERVICES</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>0.00</b>	<b>104,171.53</b>	<b>16,868.95</b>	<b>245,828.47</b>	<b>30</b>
12-645-532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
	<b>INDIGENT HEALTH CARE</b>	<b>373,225.00</b>	<b>373,225.00</b>	<b>0.00</b>	<b>122,894.83</b>	<b>18,501.78</b>	<b>250,330.17</b>	<b>33</b>
<b>0665 AGRI EXTENSION SERVICE</b>								
12-665-102	SALARY, AG AGENT	18,768.00	18,768.00	0.00	17,204.00	1,564.00	1,564.00	92
12-665-103	SALARY, FCS AGENT	21,024.00	21,024.00	0.00	19,272.00	1,752.00	1,752.00	92
12-665-105	SALARY, AG SECRETARY	32,064.00	32,064.00	0.00	29,392.00	2,672.00	2,672.00	92
12-665-150	SOCIAL SECURITY TAXES	5,497.00	5,497.00	0.00	5,038.66	458.06	458.34	92
12-665-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,593.86	915.36	806.14	92
12-665-152	RETIREMENT	4,232.00	4,232.00	0.00	3,879.70	352.70	352.30	92
12-665-199	<b>TOTAL PERSONAL SERVICES</b>	<b>91,985.00</b>	<b>91,985.00</b>	<b>0.00</b>	<b>84,380.22</b>	<b>7,714.12</b>	<b>7,604.78</b>	<b>92</b>
12-665-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	797.06	351.83	2,202.94	27
12-665-311	POSTAGE	1,000.00	1,900.00	0.00	1,770.00	0.00	130.00	93
12-665-312	SUPPLIES - AG DEMO ACCT	600.00	600.00	0.00	6.99	0.00	593.01	01
12-665-313	SUPPLIES & RENT-HOME DEMO	600.00	600.00	0.00	52.61	0.00	547.39	09
12-665-315	4-H TEAM MEMBERS	600.00	600.00	0.00	0.00	0.00	600.00	00
12-665-316	LEADERSHIP ADVISORY EXPENSES	500.00	500.00	0.00	116.91	0.00	383.09	23
12-665-399	<b>TOTAL SUPPLIES</b>	<b>6,300.00</b>	<b>7,200.00</b>	<b>0.00</b>	<b>2,743.57</b>	<b>351.83</b>	<b>4,456.43</b>	<b>38</b>
12-665-420	COMMUNICATIONS EXPENSE	4,000.00	3,100.00	0.00	2,311.23	441.62	788.77	75
12-665-421	XEROX EXPENSE	8,000.00	8,000.00	0.00	6,491.71	477.77	1,508.29	81
12-665-427	CONVENTIONS/SEMINARS/DUES	2,000.00	4,000.00	0.00	2,510.99	340.00	1,489.01	63
12-665-429	TRAVEL ALLOWANCE	9,500.00	7,500.00	0.00	5,388.36	858.15	2,111.64	72
12-665-454	REPAIRS TO AGENT PICK-UP	1,250.00	4,750.00	0.00	4,689.50	63.35	60.50	99
12-665-483	AUTO LIABILITY INSURANCE	400.00	400.00	0.00	285.00	0.00	115.00	71
12-665-499	<b>TOTAL SERVICES &amp; CHARGES</b>	<b>25,150.00</b>	<b>27,750.00</b>	<b>0.00</b>	<b>21,676.79</b>	<b>1,297.65</b>	<b>6,073.21</b>	<b>78</b>
12-665-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	<b>AGRI EXTENSION SERVICE</b>	<b>125,435.00</b>	<b>128,935.00</b>	<b>0.00</b>	<b>108,800.58</b>	<b>9,363.60</b>	<b>20,134.42</b>	<b>84</b>

**MINUTES OF THE COLORADO COUNTY  
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11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 15  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 11	
<b>0680 DEPT OF PUBLIC SAFETY</b>								
12-680-105	SALARY, DPS SECRETARY	35,964.00	35,964.00	0.00	32,967.00	2,997.00	2,997.00	92
12-680-150	SOCIAL SECURITY TAXES	2,751.00	2,751.00	0.00	1,962.50	176.38	788.50	71
12-680-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	9,602.66	916.16	797.34	92
12-680-152	RETIREMENT	4,745.00	4,745.00	0.00	4,351.60	395.60	393.40	92
12-680-199	TOTAL PERSONNEL SERVICES	53,860.00	53,860.00	0.00	48,883.76	4,485.14	4,976.24	91
12-680-310	SUPPLIES/EQUIPMENT UNDER \$500	1,200.00	1,200.00	0.00	307.99	0.00	892.01	26
12-680-420	MOBILE PHONE EXPENSE	2,500.00	2,500.00	0.00	2,091.18	616.21	408.82	84
	DEPT OF PUBLIC SAFETY	57,560.00	57,560.00	0.00	51,282.93	5,101.35	6,277.07	89
<b>0695 MISCELLANEOUS</b>								
12-695-102	SALARY, VACATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
12-695-105	SALARY, TEMPORARY HELP	5,800.00	5,800.00	0.00	3,500.97	0.00	2,299.03	60
12-695-108	SALARY, COUNTY AUDITOR REPLC	0.00	29,790.00	0.00	24,376.50	5,417.00	5,413.50	82
12-695-110	SALARY, OVERTIME/PAY INCREASES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	00
12-695-150	SOCIAL SECURITY TAX	3,120.00	3,120.00	0.00	2,132.60	414.40	987.40	68
12-695-151	GROUP MEDICAL INSURANCE	0.00	1,910.00	0.00	919.84	919.84	990.16	48
12-695-152	RETIREMENT	5,370.00	5,370.00	0.00	3,217.69	715.04	2,152.31	60
12-695-160	UNEMPLOYMENT TAXES	15,000.00	15,000.00	0.00	7,372.87	0.00	7,627.13	49
12-695-199	TOTAL PERSONNEL SERVICES	64,290.00	95,990.00	0.00	41,520.47	7,466.28	54,469.53	43
12-695-311	POSTAGE & BOX RENT	30,000.00	30,000.00	0.00	26,982.98	809.34	3,017.02	90
12-695-331	COPIER SUPPLIES	8,500.00	8,500.00	0.00	7,671.55	692.88	828.45	90
12-695-399	TOTAL SUPPLIES	38,500.00	38,500.00	0.00	34,654.53	1,502.22	3,845.47	90
12-695-401	ACCOUNTING/AUDITING FEES	45,000.00	80,000.00	0.00	79,480.00	25,000.00	520.00	99
12-695-419	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	8,257.40	6,750.00	16,742.60	33
12-695-420	COMMUNICATIONS EXPENSE (DSL)	10,000.00	12,500.00	0.00	10,980.07	1,006.60	1,519.93	88
12-695-422	OUT-OF-COUNTY CITATIONS	500.00	500.00	0.00	275.00	200.00	225.00	55
12-695-427	CONFERENCE/SEMINAR EXP	3,000.00	3,000.00	0.00	469.00	0.00	3,469.00	16
12-695-429	TRAVEL EXPENSE-ALL DEPTS	3,000.00	3,000.00	0.00	229.34	0.00	2,770.66	08
12-695-431	PUBLISHING & SUBSCRIPTION	10,150.00	10,800.00	0.00	9,201.77	228.00	1,598.23	85
12-695-434	RECORDS MANAGEMENT & ARCH	10,000.00	10,000.00	0.00	8,004.25	0.00	1,995.75	80
12-695-442	BOUNTIES	1,000.00	1,000.00	0.00	910.00	100.00	90.00	91
12-695-444	SAFETY/HEALTH & WELLNESS	3,500.00	3,500.00	0.00	27.85	0.00	3,472.15	01
12-695-454	VEHICLE MAINTENANCE(VAN&TRUCKS)	11,500.00	11,500.00	0.00	5,238.29	219.89	6,261.71	46
12-695-472	PRINTED CHECKS/FORMS	3,000.00	3,000.00	0.00	1,520.81	0.00	1,479.19	51
12-695-480	BONDS	5,000.00	5,000.00	0.00	3,439.79	1,393.30	1,560.21	69
12-695-481	ASSOCIATION DUES	7,500.00	7,500.00	0.00	4,507.28	0.00	2,992.72	60
12-695-491	UNIFORMS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
12-695-497	MISCELLANEOUS	5,000.00	2,500.00	0.00	0.00	0.00	2,500.00	00
12-695-499	TOTAL SERVICES & CHARGES	144,650.00	180,300.00	0.00	131,602.85	34,897.79	48,697.15	73
12-695-574	CONTINGENCIES	100,000.00	0.00	0.00	0.00	0.00	0.00	
12-695-599	TOTAL CAPITAL OUTLAY	100,000.00	0.00	0.00	0.00	0.00	0.00	
12-695-945	TRANSFER TO LEASE FUND	0.00	22,000.00	0.00	22,000.00	0.00	0.00	100
12-695-950	TRANSFER TO COURTHOUSE SECURITY FND	70,000.00	70,000.00	0.00	70,000.00	35,000.00	0.00	100
	MISCELLANEOUS	417,440.00	406,790.00	0.00	299,777.85	78,866.29	107,012.15	74
<b>GENERAL FUND</b>								
	INCOME TOTALS	14,354,200.00	15,470,200.00		14,979,014.14	463,745.57	491,185.86	97
	EXPENSE TOTALS	15,393,200.00	16,829,700.00	0.00	13,631,668.28	1,314,787.13	3,198,031.72	81

**MINUTES OF THE COLORADO COUNTY  
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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 16  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0013 RECORDS PRESERVATION FUND							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES</b>								
13-100-310	INTEREST INCOME	9,000.00	9,000.00		13,065.96	2,577.29	4,065.96+	145
13-100-436	RECORDS PRESERVATION FEES	55,000.00	55,000.00		60,545.03	5,489.46	5,545.03+	110
13-100-437	RECORDS ARCHIVE FEE-DIST CLERK	2,000.00	2,000.00		1,010.56	166.16	989.44	51
13-100-438	RECORDS ARCHIVE FEE-COUNTY CLERK	50,000.00	50,000.00		55,285.00	5,024.00	5,285.00+	111
	<b>TOTAL REVENUES</b>	<b>116,000.00</b>	<b>116,000.00</b>	<b>0.00</b>	<b>129,906.55</b>	<b>13,256.91</b>	<b>13,906.55+</b>	<b>112</b>
<b>0613 RECORDS PRESERVATION</b>								
13-613-451	RECORDS PRESERVATION	120,000.00	120,000.00	0.00	44,645.14	0.00	75,354.86	37
13-613-532	EQUIPMENT & FURNITURE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
	<b>RECORDS PRESERVATION</b>	<b>125,000.00</b>	<b>125,000.00</b>	<b>0.00</b>	<b>44,645.14</b>	<b>0.00</b>	<b>80,354.86</b>	<b>36</b>
	<b>RECORDS PRESERVATION FUND</b>							
	INCOME TOTALS	116,000.00	116,000.00		129,906.55	13,256.91	13,906.55+	112
	EXPENSE TOTALS	125,000.00	125,000.00	0.00	44,645.14	0.00	80,354.86	36

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 17  
PREPARER:0004

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REPORTING FUND: 0014 AIRPORT FUND							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES</b>								
14-100-310	INTEREST INCOME	500.00	500.00		1,615.56	380.27	1,115.56+	323
14-100-325	AIRPORT LEASES	17,500.00	17,500.00		17,475.00	1,500.00	25.00	100
14-100-326	RENTAL INCOME - PHI	18,000.00	18,000.00		16,500.00	1,500.00	1,500.00	92
14-100-330	AIRPORT FUEL CHARGE	75,000.00	125,000.00		116,037.26	6,067.92	8,962.74	93
14-100-395	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	
14-100-602	GRANT - TKDOT	25,000.00	25,000.00		4,016.00	243.50	20,984.00	16
	<b>TOTAL REVENUES</b>	<b>136,000.00</b>	<b>186,000.00</b>	<b>0.00</b>	<b>155,643.82</b>	<b>9,691.69</b>	<b>30,356.18</b>	<b>84</b>
<b>0520 AIRPORT FUND EXPENDITURES</b>								
14-520-330	AV GAS & JET A FUEL	60,000.00	110,000.00	0.00	106,998.42	15,391.35	3,001.58	97
14-520-415	CREDIT CARD FEES/FUEL	200.00	200.00	0.00	0.00	0.00	200.00	00
14-520-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	796.28	91.92	1,703.72	32
14-520-440	UTILITIES	3,000.00	3,000.00	0.00	2,375.14	222.65	624.86	79
14-520-494	MAINTENANCE	10,000.00	10,000.00	0.00	8,755.51	6,300.00	1,244.49	88
14-520-497	MISCELLANEOUS	300.00	300.00	0.00	0.00	0.00	300.00	00
14-520-704	AIRPORT IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	00
	<b>AIRPORT FUND EXPENDITURES</b>	<b>126,000.00</b>	<b>176,000.00</b>	<b>0.00</b>	<b>118,925.35</b>	<b>22,005.92</b>	<b>57,074.65</b>	<b>68</b>
	<b>AIRPORT FUND</b>							
	INCOME TOTALS	136,000.00	186,000.00		155,643.82	9,691.69	30,356.18	84
	EXPENSE TOTALS	126,000.00	176,000.00	0.00	118,925.35	22,005.92	57,074.65	68





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 20  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0021 R&B PCT #1							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
21-100-110	CURRENT TAX COLLECTIONS	946,797.00	946,797.00		947,595.43	0.00	798.43+	100
21-100-120	DELINQ TAX COLLECTIONS	8,819.00	8,819.00		9,047.60	1,266.54	228.60+	103
21-100-130	PENALTY & INTEREST(TAXES)	6,894.00	6,894.00		7,398.75	410.75	504.75+	107
21-100-215	AUTO LICENSE SALES	89,964.00	89,964.00		90,063.14	0.00	99.14+	100
21-100-216	AUTO LICENSE FEES	62,475.00	62,475.00		65,429.42	5,100.46	2,954.42+	105
21-100-217	ROAD CROSSING PERMITS	1,000.00	1,000.00		600.00	0.00	400.00	60
21-100-218	GROSS WEIGHT FEES	29,988.00	29,988.00		24,545.15	13,229.03	5,442.85	82
21-100-220	LATERAL ROAD REFUND ACCT	7,447.00	7,447.00		7,397.31	0.00	49.69	99
21-100-299	TOTAL LICENSES & PERMITS	1,153,384.00	1,153,384.00	0.00	1,152,076.80	20,006.78	1,307.20	100
21-100-310	INTEREST INCOME	24,366.00	40,366.00		29,783.20	5,143.28	10,582.80	74
21-100-321	ROW ROYALTY FEES	1,250.00	1,250.00		0.00	0.00	1,250.00	00
21-100-395	MISCELLANEOUS INCOME	5,000.00	5,000.00		428.80	100.00	4,571.20	09
21-100-601	FED'L FUNDS-LATCF FUNDS	0.00	12,500.00		12,500.00	12,500.00	0.00	100
21-100-603	GRANT - STATE COMPTROLLER-TIF	0.00	75,000.00		78,187.30	0.00	3,187.30+	104
21-100-899	PCT #1 TOTAL REVENUES	30,616.00	134,116.00	0.00	120,899.30	17,743.28	13,216.70	90
	TOTAL REVENUES/CARRY-OVER	1,184,000.00	1,287,500.00	0.00	1,272,976.10	37,750.06	14,523.90	99
<b>0621 R&amp;B #1 TOTAL DISBURSEMENTS</b>								
21-621-106	SALARY, PCT EMPLOYEES	369,360.00	369,360.00	0.00	292,898.46	26,744.00	76,461.54	79
21-621-150	SOCIAL SECURITY TAX	28,256.00	28,256.00	0.00	21,565.51	1,928.09	6,690.49	76
21-621-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	63,066.68	6,428.80	20,133.32	76
21-621-152	RETIREMENT	48,759.00	48,759.00	0.00	38,428.25	3,538.13	10,330.75	79
21-621-199	TOTAL PERSONNEL SERVICES	529,575.00	529,575.00	0.00	415,958.90	38,639.02	113,616.10	79
21-621-200	WORKERS COMP INSURANCE	9,000.00	9,000.00	0.00	5,993.00	0.00	3,007.00	67
21-621-310	OFFICE SUPPLIES	425.00	425.00	0.00	99.99	0.00	325.01	24
21-621-325	SHOP SUPPLIES	2,000.00	2,250.00	0.00	2,023.57	287.31	226.43	90
21-621-326	SAFETY/FIRST AID SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
21-621-330	FUEL & LUBRICANTS	55,000.00	81,000.00	0.00	73,318.65	8,553.03	7,681.35	91
21-621-337	HERBICIDES	5,000.00	15,000.00	0.00	13,338.00	0.00	1,662.00	89
21-621-350	R&B MATERIALS	150,000.00	256,500.00	0.00	231,401.45	33,648.04	25,098.55	90
21-621-352	SIGNS	3,000.00	3,000.00	0.00	2,098.40	0.00	901.60	70
21-621-354	BATTERIES, TIRES & TUBES	8,000.00	16,250.00	0.00	16,094.96	1,863.70	155.04	99
21-621-355	REPAIR MATERIALS	45,000.00	45,000.00	0.00	37,047.70	595.13	7,952.30	82
21-621-356	HAND TOOLS & EQUIPMENT	2,000.00	2,000.00	0.00	1,959.00	53.67	41.00	98
21-621-402	ENGINEERING & SURVEYING	3,000.00	3,000.00	0.00	2,700.00	0.00	300.00	90
21-621-417	CDL TESTING	500.00	500.00	0.00	366.25	75.00	133.75	73
21-621-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	2,357.64	235.48	1,142.36	67
21-621-440	UTILITIES	4,500.00	4,500.00	0.00	4,083.02	388.23	416.98	91
21-621-454	REPAIRS TO EQUIPMENT	34,000.00	48,500.00	0.00	39,675.03	7,730.65	8,824.97	82
21-621-456	MACHINE HIRE	2,500.00	0.00	0.00	0.00	0.00	0.00	
21-621-483	AUTO LIABILITY INSURANCE	5,000.00	4,000.00	0.00	3,607.00	0.00	393.00	90
21-621-486	R&B CONSTRUCTION	200,000.00	200,000.00	0.00	178,509.79	0.00	21,490.21	89
21-621-491	UNIFORMS	4,500.00	4,500.00	0.00	3,018.63	566.96	1,481.37	67
21-621-497	MISCELLANEOUS	1,500.00	3,000.00	0.00	2,554.76	0.00	445.24	85
21-621-532	SHOP EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
21-621-572	ROAD EQUIPMENT	110,000.00	50,000.00	0.00	46,385.00	21,500.00	3,615.00	93
21-621-929	TRANSFER TO GLO-OVER BUDGET	0.00	0.00	0.00	99,788.50	3,404.25	99,788.50-	
	R&B #1 TOTAL DISBURSEMENTS	1,184,000.00	1,287,500.00	0.00	1,182,379.24	117,540.47	105,120.76	92
	R&B PCT #1							
	INCOME TOTALS	1,184,000.00	1,287,500.00		1,272,976.10	37,750.06	14,523.90	99
	EXPENSE TOTALS	1,184,000.00	1,287,500.00	0.00	1,182,379.24	117,540.47	105,120.76	92

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 21  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0022 R&B PCT #2		EFFECTIVE MONTH - 11						
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
22-100-110	CURRENT TAX COLLECTIONS	956,648.00	956,648.00		957,454.38	0.00	806.38+	100
22-100-120	DELINQ TAX COLLECTIONS	8,911.00	8,911.00		9,138.83	1,279.59	227.83+	103
22-100-130	PENALTY & INTEREST(TAXES)	6,966.00	6,966.00		7,472.33	414.98	506.33+	107
22-100-215	AUTO LICENSE SALES	90,900.00	90,900.00		91,000.16	0.00	100.16+	100
22-100-216	AUTO LICENSE FEES	63,125.00	63,125.00		66,110.33	5,153.54	2,985.33+	105
22-100-217	ROAD CROSSING PERMITS	1,000.00	1,000.00		1,000.00	0.00	0.00	100
22-100-218	GROSS WEIGHT FEES	30,300.00	30,300.00		24,800.53	13,366.67	5,499.47	82
22-100-220	LATERAL ROAD REFUND ACCT	7,524.00	7,524.00		7,474.28	0.00	49.72	99
22-100-299	TOTAL LICENSES & PERMITS	1,165,374.00	1,165,374.00	0.00	1,164,450.84	20,214.78	923.16	100
22-100-310	INTEREST INCOME	14,172.00	24,172.00		21,007.25	3,488.39	3,164.75	87
22-100-321	ROW ROYALTY FEES	1,454.00	1,454.00		0.00	0.00	1,454.00	00
22-100-395	MISCELLANEOUS INCOME	7,000.00	24,500.00		24,366.00	0.00	134.00	99
22-100-601	FED'L FUNDS-LATCP FUNDS	0.00	12,500.00		12,500.00	12,500.00	0.00	100
22-100-603	GRANT - STATE COMPTROLLER - TIF	0.00	0.00		1,987.80	0.00	1,987.80+	
22-100-899	PCT #2 TOTAL REVENUES	22,626.00	62,626.00	0.00	59,861.05	15,988.39	2,764.95	96
<b>TOTAL REVENUES/CARRY-OVER</b>		<b>1,188,000.00</b>	<b>1,228,000.00</b>	<b>0.00</b>	<b>1,224,311.89</b>	<b>36,203.17</b>	<b>3,688.11</b>	<b>100</b>
<b>0622 PCT #2 TOTAL DISBURSEMENTS</b>								
22-622-106	SALARY, PCT EMPLOYEES	335,796.00	335,796.00	0.00	257,143.08	18,911.50	78,652.92	77
22-622-150	SOCIAL SECURITY TAX	25,688.00	25,688.00	0.00	19,347.64	1,438.24	6,340.36	75
22-622-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	57,624.50	4,588.62	25,575.50	69
22-622-152	RETIREMENT	44,356.00	44,356.00	0.00	34,030.05	2,504.21	10,325.95	77
22-622-199	TOTAL PERSONNEL SERVICES	489,040.00	489,040.00	0.00	368,145.27	27,442.57	120,894.73	75
22-622-200	WORKERS COMP INSURANCE	9,000.00	9,000.00	0.00	5,537.00	0.00	3,463.00	62
22-622-310	OFFICE SUPPLIES	360.00	510.00	0.00	407.97	7.58	102.03	80
22-622-325	SHOP SUPPLIES	2,600.00	2,600.00	0.00	2,162.57	108.28	437.43	83
22-622-326	SAFETY/FIRST AID SUPPLIES	1,500.00	1,500.00	0.00	570.00	570.00	930.00	38
22-622-330	FUEL & LUBRICANTS	57,000.00	57,000.00	0.00	50,018.29	5,866.62	6,981.71	88
22-622-337	HERBICIDES	4,000.00	4,000.00	0.00	69.99	0.00	3,930.01	02
22-622-350	R&B MATERIALS	200,000.00	321,350.00	0.00	287,392.17	16,623.40	33,957.83	89
22-622-352	SIGNS	5,000.00	5,000.00	0.00	4,099.93	0.00	900.07	82
22-622-354	BATTERIES, TIRES & TUBES	10,000.00	10,000.00	0.00	9,734.66	418.20	265.34	97
22-622-355	REPAIR MATERIALS	30,000.00	28,500.00	0.00	16,720.30	2,297.77	11,779.70	59
22-622-356	HAND TOOLS & EQUIPMENT	1,250.00	1,250.00	0.00	966.42	58.15	283.58	77
22-622-402	ENGINEERING & SURVEYING	2,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
22-622-417	CDL DRUG TESTING	550.00	550.00	0.00	466.25	0.00	83.75	85
22-622-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	2,309.20	280.44	1,190.80	66
22-622-440	UTILITIES	4,000.00	4,000.00	0.00	3,150.62	302.28	849.38	79
22-622-454	REPAIRS OF EQUIP/VEHICLES	55,000.00	55,000.00	0.00	33,457.98	0.00	21,542.02	61
22-622-456	MACHINE HIRE	2,500.00	10,500.00	0.00	10,545.00	0.00	45.00-	100
22-622-483	AUTO LIABILITY INSURANCE	2,500.00	2,700.00	0.00	2,673.00	0.00	27.00	99
22-622-486	R&B CONSTRUCTION	200,000.00	200,000.00	0.00	116,342.65	0.00	83,657.35	58
22-622-491	UNIFORMS	4,000.00	5,000.00	0.00	4,343.07	368.94	656.93	87
22-622-497	MISCELLANEOUS	200.00	2,500.00	0.00	2,484.76	0.00	15.24	99
22-622-532	SHOP EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
22-622-572	ROAD EQUIPMENT	100,000.00	109,500.00	0.00	27,040.12	0.00	82,459.88	25
<b>PCT #2 TOTAL DISBURSEMENTS</b>		<b>1,188,000.00</b>	<b>1,328,000.00</b>	<b>0.00</b>	<b>948,637.22</b>	<b>54,344.23</b>	<b>379,362.78</b>	<b>71</b>
<b>R&amp;B PCT #2</b>								
<b>INCOME TOTALS</b>		<b>1,188,000.00</b>	<b>1,228,000.00</b>		<b>1,224,311.89</b>	<b>36,203.17</b>	<b>3,688.11</b>	<b>100</b>
<b>EXPENSE TOTALS</b>		<b>1,188,000.00</b>	<b>1,328,000.00</b>	<b>0.00</b>	<b>948,637.22</b>	<b>54,344.23</b>	<b>379,362.78</b>	<b>71</b>

**MINUTES OF THE COLORADO COUNTY  
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TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 22  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0023 R&B PCT #3							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
23-100-110	CURRENT TAX COLLECTIONS	1,100,997.00	1,100,997.00		1,101,925.73	0.00	928.73+	100
23-100-120	DELINQ TAX COLLECTIONS	10,256.00	10,256.00		10,523.57	1,472.84	267.57+	103
23-100-130	PENALTY & INTEREST(TAXES)	8,017.00	8,017.00		8,610.06	477.69	593.06+	107
23-100-215	AUTO LICENSE SALES	104,616.00	104,616.00		104,731.29	0.00	115.29+	100
23-100-216	AUTO LICENSE FEES	72,650.00	72,650.00		76,085.55	5,931.13	3,435.55+	105
23-100-217	ROAD CROSSING PERMITS	1,000.00	1,000.00		1,000.00	0.00	0.00	100
23-100-218	GROSS WEIGHT FEES	34,872.00	34,872.00		28,542.72	15,383.59	6,329.28	82
23-100-220	LATERAL ROAD REFUND ACCT	8,660.00	8,660.00		8,602.08	0.00	57.92	99
23-100-299	TOTAL LICENSE & PERMITS	1,341,068.00	1,341,068.00	0.00	1,340,021.00	23,265.25	1,047.00	100
23-100-310	INTEREST INCOME	25,206.00	41,706.00		34,279.35	5,540.81	7,426.65	82
23-100-321	ROM ROYALTY FEES	1,226.00	1,226.00		0.00	0.00	1,226.00	00
23-100-395	MISCELLANEOUS INCOME	2,500.00	2,500.00		2,605.00	0.00	105.00+	104
23-100-601	FED'L FUNDS-LATCP FUNDS	0.00	12,500.00		12,500.00	12,500.00	0.00	100
23-100-603	GRANT - STATE COMPTROLLER - TIP	0.00	0.00		1,987.80	0.00	1,987.80+	
23-100-899	PCT #3 TOTAL REVENUES	28,932.00	57,932.00	0.00	51,372.15	18,040.81	6,559.85	89
	TOTAL REVENUES/CARRY-OVER	1,370,000.00	1,399,000.00	0.00	1,391,393.15	41,306.06	7,606.85	99
<b>0623 R&amp;B #3 TOTAL DISBURSEMENTS</b>								
23-623-106	SALARY, PCT EMPLOYEES	367,850.00	367,850.00	0.00	321,169.44	29,767.50	46,680.56	87
23-623-150	SOCIAL SECURITY TAX	28,140.00	28,140.00	0.00	22,730.16	2,115.20	5,409.84	81
23-623-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	77,012.02	7,346.54	6,187.98	93
23-623-152	RETIREMENT	48,560.00	48,560.00	0.00	42,436.50	3,929.30	6,123.50	87
23-623-199	TOTAL PERSONNEL SERVICES	527,750.00	527,750.00	0.00	463,348.12	43,158.54	64,401.88	88
23-623-200	WORKERS COMP INSURANCE	10,000.00	10,000.00	0.00	6,068.00	0.00	3,932.00	61
23-623-310	OFFICE SUPPLIES	450.00	450.00	0.00	99.99	0.00	350.01	22
23-623-325	SHOP SUPPLIES	3,000.00	3,000.00	0.00	1,983.86	138.00	1,016.14	56
23-623-326	SAFETY/FIRST AID SUPPLIES	1,500.00	1,500.00	0.00	264.90	0.00	1,235.10	18
23-623-330	FUEL & LUBRICANTS	73,000.00	85,500.00	0.00	74,077.04	11,316.30	11,422.96	87
23-623-337	HERBICIDES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
23-623-350	ROAD & BRIDGE MATERIALS	250,000.00	263,000.00	0.00	231,736.45	2,977.64	31,263.55	88
23-623-352	SIGNS	6,500.00	6,500.00	0.00	1,441.99	0.00	5,058.01	22
23-623-354	BATTERIES, TIRES & TUBES	13,500.00	13,500.00	0.00	6,057.29	0.00	7,442.71	45
23-623-355	REPAIR MATERIALS	35,000.00	25,000.00	0.00	19,264.27	505.68	5,735.73	77
23-623-356	HAND TOOLS & EQUIPMENT	1,500.00	2,500.00	0.00	2,099.37	7.17	400.63	84
23-623-402	ENGINEERING & SURVEYING	1,200.00	0.00	0.00	0.00	0.00	0.00	
23-623-417	CDL DRUG TESTING	600.00	600.00	0.00	441.25	0.00	158.75	74
23-623-420	COMMUNICATIONS EXPENSE	3,750.00	3,750.00	0.00	1,616.44	146.01	2,133.56	43
23-623-440	UTILITIES	3,750.00	5,250.00	0.00	3,877.45	394.00	1,372.55	74
23-623-454	REPAIRS OF EQUIP/VEHICLES	70,000.00	22,000.00	0.00	7,906.61	0.00	14,093.39	36
23-623-456	MACHINE HIRE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
23-623-483	AUTO LIABILITY INSURANCE	4,500.00	5,500.00	0.00	5,488.00	0.00	12.00	100
23-623-486	R&B CONSTRUCTION	210,000.00	312,500.00	0.00	312,475.00	0.00	25.00	100
23-623-491	UNIFORMS	7,000.00	16,500.00	0.00	15,162.03	6,379.75	1,337.97	92
23-623-497	MISCELLANEOUS	2,500.00	4,200.00	0.00	3,744.76	900.00	455.24	89
23-623-532	SHOP EQUIPMENT	5,000.00	5,000.00	0.00	1,160.97	0.00	3,839.03	23
23-623-572	ROAD EQUIPMENT	132,000.00	177,500.00	0.00	177,466.77	0.00	33.23	100
	R&B #3 TOTAL DISBURSEMENTS	1,370,000.00	1,499,000.00	0.00	1,335,780.56	65,923.09	163,219.44	89
	R&B PCT #3							
	INCOME TOTALS	1,370,000.00	1,399,000.00		1,391,393.15	41,306.06	7,606.85	99
	EXPENSE TOTALS	1,370,000.00	1,499,000.00	0.00	1,335,780.56	65,923.09	163,219.44	89

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 23  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0024 R&B PCT #4							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
24-100-110	CURRENT TAX COLLECTIONS	784,261.00	784,261.00		784,923.00	0.00	662.00+	100
24-100-120	DELINQ TAX COLLECTIONS	7,305.00	7,305.00		7,490.57	1,048.94	185.57+	103
24-100-130	PENALTY & INTEREST(TAXES)	5,711.00	5,711.00		6,125.22	340.25	414.22+	107
24-100-215	AUTO LICENSE SALES	74,520.00	74,520.00		74,602.16	0.00	82.16+	100
24-100-216	AUTO LICENSE FEES	51,750.00	51,750.00		54,197.20	4,224.87	2,447.20+	105
24-100-217	ROAD CROSSING PERMITS	2,000.00	2,000.00		100.00	0.00	1,900.00	05
24-100-218	GROSS WEIGHT FEES	24,840.00	24,840.00		20,331.53	10,958.03	4,508.47	82
24-100-220	LATERAL ROAD REFUND ACCT	6,169.00	6,169.00		6,127.43	0.00	41.57	99
24-100-299	TOTAL LICENSES & PERMITS	956,556.00	956,556.00	0.00	953,897.11	16,572.09	2,658.89	100
24-100-310	INTEREST INCOME	29,409.00	44,409.00		36,135.62	6,687.29	8,273.38	81
24-100-321	ROW ROYALTY FEES	1,035.00	1,035.00		0.00	0.00	1,035.00	00
24-100-395	MISCELLANEOUS INCOME	2,500.00	13,500.00		13,617.33	0.00	117.33+	101
24-100-601	FED'L FUNDS-LATCF FUNDS	0.00	12,500.00		12,500.00	12,500.00	0.00	100
24-100-603	GRANT - STATE COMPTROLLER - TIP	0.00	76,000.00		78,187.28	0.00	2,187.28+	103
24-100-899	PCT #4 TOTAL REVENUES	32,944.00	147,444.00	0.00	140,440.23	19,187.29	7,003.77	95
24-100-912	ATTWATER PRAIRIE CHICKEN	3,500.00	3,500.00		0.00	0.00	3,500.00	00
24-100-999	PCT #4 TOTAL TRANSFERS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	00
	TOTAL REVENUES/CARRY-OVER	993,000.00	1,107,500.00	0.00	1,094,337.34	35,759.38	13,162.66	99
<b>0624 PCT #4 TOTAL DISBURSEMNTS</b>								
24-624-106	SALARY, PCT EMPLOYEES	317,125.00	317,125.00	0.00	281,171.72	26,382.10	35,953.28	89
24-624-150	SOCIAL SECURITY TAX	24,265.00	24,265.00	0.00	20,597.83	1,948.46	3,667.17	85
24-624-151	GROUP MEDICAL INSURANCE	72,800.00	72,800.00	0.00	67,278.38	6,418.48	5,521.62	92
24-624-152	RETIREMENT	41,860.00	41,860.00	0.00	37,114.71	3,482.44	4,745.29	89
24-624-199	TOTAL PERSONNEL SERVICES	456,050.00	456,050.00	0.00	406,162.64	38,231.48	49,887.36	89
24-624-200	WORKERS COMP INSURANCE	8,600.00	8,600.00	0.00	5,227.00	0.00	3,373.00	61
24-624-310	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	293.94	0.00	706.06	29
24-624-325	SHOP SUPPLIES	6,000.00	6,000.00	0.00	2,150.50	154.28	3,849.50	36
24-624-326	SAFETY/FIRST AID SUPPLIES	2,000.00	2,000.00	0.00	1,368.22	0.00	631.78	68
24-624-330	FUEL & LUBRICANTS	64,000.00	111,000.00	0.00	91,737.56	848.16	19,262.44	83
24-624-337	HERBICIDES	5,000.00	5,000.00	0.00	92.00	0.00	4,908.00	02
24-624-350	R&B MATERIALS	150,000.00	175,000.00	0.00	84,064.61	1,384.11	90,935.39	48
24-624-352	SIGNS	3,000.00	5,000.00	0.00	4,372.48	0.00	627.52	87
24-624-354	BATTERIES, TIRES & TUBES	13,500.00	13,500.00	0.00	7,191.45	816.14	6,308.55	53
24-624-355	REPAIR MATERIALS	30,000.00	62,000.00	0.00	53,626.35	5,174.87	8,373.65	86
24-624-356	HAND TOOLS & EQUIPMENT	1,750.00	2,750.00	0.00	2,316.48	404.93	433.52	84
24-624-402	ENGINEERING & SURVEYING	1,500.00	2,000.00	0.00	2,000.00	0.00	0.00	100
24-624-417	CDL DRUG TESTING	600.00	600.00	0.00	321.25	75.00	278.75	54
24-624-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	1,827.71	178.90	672.29	73
24-624-429	TRAVEL EXPENSE	11,000.00	11,000.00	0.00	9,738.63	985.00	1,261.37	89
24-624-440	UTILITIES	3,500.00	5,000.00	0.00	3,934.22	287.99	1,065.78	79
24-624-454	REPAIRS OF EQUIP/VEHICLES	20,000.00	50,000.00	0.00	25,680.91	15.00	24,319.09	51
24-624-456	MACHINE HIRE	1,000.00	1,000.00	0.00	224.28	0.00	775.72	22
24-624-483	AUTO LIABILITY INSURANCE	4,500.00	4,500.00	0.00	3,643.00	0.00	857.00	81
24-624-486	R&B CONSTRUCTION	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	00
24-624-491	UNIFORMS	6,000.00	6,000.00	0.00	4,589.28	359.95	1,410.72	76
24-624-497	MISCELLANEOUS	1,000.00	8,000.00	0.00	7,154.03	0.00	845.97	89
24-624-532	SHOP EQUIPMENT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
24-624-572	ROAD EQUIPMENT	74,000.00	42,500.00	0.00	0.00	0.00	42,500.00	00
24-624-929	TRANSFER TO GLO - OVER BUDGET	0.00	0.00	0.00	203,099.08	24,686.10	203,099.08-	
	PCT #4 TOTAL DISBURSEMNTS	993,000.00	1,107,500.00	0.00	920,815.62	73,601.91	186,684.38	83
	R&B PCT #4							
	INCOME TOTALS	993,000.00	1,107,500.00		1,094,337.34	35,759.38	13,162.66	99
	EXPENSE TOTALS	993,000.00	1,107,500.00	0.00	920,815.62	73,601.91	186,684.38	83

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS PAGE 24  
 TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022 PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	PCT
REPORTING FUND: 0029 HARVEY DISASTER RECOVERY PROG (GLO-		EFFECTIVE MONTH - 11						
<b>0100 TOTAL REVENUES</b>								
29-100-395	TRANSFER FROM LOCAL FUNDS	0.00	0.00		302,887.58	28,090.35	302,887.58+	
29-100-600	GRANT, GENERAL LAND OFFICE	0.00	0.00		907,232.00	0.00	907,232.00+	
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,210,119.58</b>	<b>28,090.35</b>	<b>1,210,119.58+</b>	
<b>0635 FLOOD &amp; DRAINAGE EXPENSES</b>								
29-635-701	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	
29-635-702	ENGINEERING/ARCHITECTURAL SVCS	0.00	0.00	0.00	28,090.35	28,090.35	28,090.35-	
29-635-704	FLOOD & DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	1,182,029.23	0.00	1,182,029.23-	
29-635-705	ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	
	<b>FLOOD &amp; DRAINAGE EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,210,119.58</b>	<b>28,090.35</b>	<b>1,210,119.58-</b>	
HARVEY DISASTER RECOVERY PROG (GLO-								
	<b>INCOME TOTALS</b>	<b>0.00</b>	<b>0.00</b>		<b>1,210,119.58</b>	<b>28,090.35</b>	<b>1,210,119.58+</b>	
	<b>EXPENSE TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,210,119.58</b>	<b>28,090.35</b>	<b>1,210,119.58-</b>	

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS PAGE 25  
 TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022 PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	PCT
REPORTING FUND: 0031 ELECTION SERVICES CONTRACT FUND		EFFECTIVE MONTH - 11						
<b>0100 TOTAL REVENUES/CARRY-OVER</b>								
31-100-310	INTEREST INCOME	0.00	0.00		403.33	58.48	403.33+	
31-100-325	SVCS CONTRACTS-GOVERNMENT ENTITIES	0.00	0.00		22,948.53	0.00	22,948.53+	
31-100-410	SVCS CONTRACTS-ADM FEE	0.00	0.00		0.00	0.00	0.00	
31-100-603	PARTY ELECTIONS-SOS	0.00	0.00		5,134.98	0.00	5,134.98+	
	<b>TOTAL REVENUES/CARRY-OVER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>28,486.84</b>	<b>58.48</b>	<b>28,486.84+</b>	
<b>0610 ELECTION SERVICES CONTRACT</b>								
31-610-150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	519.54	0.00	519.54-	
31-610-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
31-610-152	RETIREMENT	0.00	0.00	0.00	273.77	0.00	273.77-	
31-610-310	ELECTION SUPPLIES	0.00	0.00	0.00	9,637.40	0.00	9,637.40-	
31-610-410	ELECTION JUDGES & CLERKS	0.00	0.00	0.00	20,221.25	0.00	20,221.25-	
31-610-431	PUBLICATIONS & TESTING EQUIPMENT	0.00	0.00	0.00	3,100.26	0.00	3,100.26-	
31-610-460	POLLING PLACE RENT	0.00	0.00	0.00	0.00	0.00	0.00	
31-610-532	ELECTION EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
	<b>ELECTION SERVICES CONTRACT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>33,752.22</b>	<b>0.00</b>	<b>33,752.22-</b>	
<b>ELECTION SERVICES CONTRACT FUND</b>								
	<b>INCOME TOTALS</b>	<b>0.00</b>	<b>0.00</b>		<b>28,486.84</b>	<b>58.48</b>	<b>28,486.84+</b>	
	<b>EXPENSE TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>33,752.22</b>	<b>0.00</b>	<b>33,752.22-</b>	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 26  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0032 HAVA CARES ACT FUND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES/CARRY-OVER								
32-100-310	INTEREST INCOME	0.00	0.00		948.51	81.86	948.51+	
32-100-574	HAVA SECURITY GRANT MATCH	0.00	0.00		16,000.00	0.00	16,000.00+	
32-100-603	HAVA CARES ACT GRANT	0.00	0.00		0.00	0.00	0.00	
TOTAL REVENUES/CARRY-OVER		0.00	0.00	0.00	16,948.51	81.86	16,948.51+	
0634 HAVA ELECTION SECURITY								
32-634-115	SALARY, PART-TIME	0.00	0.00	0.00	3,393.00	1,319.50	3,393.00-	
32-634-150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	259.57	100.94	259.57-	
32-634-425	VR SYSTEMS	0.00	0.00	0.00	9,475.00	0.00	9,475.00-	
32-634-510	CYBER SECURITY	0.00	0.00	0.00	20,189.26	0.00	20,189.26-	
32-634-532	EQUIPMENT	0.00	0.00	0.00	67,845.00	0.00	67,845.00-	
HAVA ELECTION SECURITY		0.00	0.00	0.00	101,161.83	1,420.44	101,161.83-	
HAVA CARES ACT FUND								
INCOME TOTALS		0.00	0.00		16,948.51	81.86	16,948.51+	
EXPENSE TOTALS		0.00	0.00	0.00	101,161.83	1,420.44	101,161.83-	

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 27  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0045 LEOSE ACCOUNT							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES								
45-100-208	TRAINING REGISTRATION FEES	0.00	0.00		0.00	0.00	0.00	
45-100-310	INTEREST INCOME	0.00	0.00		207.63	89.41	207.63+	
45-100-443	LEOSE ALLOCATION/STATE COMPTR	0.00	0.00		5,085.33	0.00	5,085.33+	
45-100-912	TRANSFER FROM GENERAL FUND	0.00	0.00		22,000.00	0.00	22,000.00+	
TOTAL REVENUES		0.00	0.00	0.00	27,292.96	89.41	27,292.96+	
0551 CONSTABLE, PCT #1								
45-551-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	55.96	0.00	55.96-	
CONSTABLE, PCT #1		0.00	0.00	0.00	55.96	0.00	55.96-	
0552 CONSTABLE, PCT #2								
45-552-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
CONSTABLE, PCT #2		0.00	0.00	0.00	0.00	0.00	0.00	
0553 CONSTABLE, PCT #3								
45-553-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	215.55	215.55	215.55-	
CONSTABLE, PCT #3		0.00	0.00	0.00	215.55	215.55	215.55-	
0554 CONSTABLE, PCT #4								
45-554-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	400.00	0.00	400.00-	
CONSTABLE, PCT #4		0.00	0.00	0.00	400.00	0.00	400.00-	
0560 COUNTY SHERIFF								
45-560-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	2,218.50	0.00	2,218.50-	
COUNTY SHERIFF		0.00	0.00	0.00	2,218.50	0.00	2,218.50-	
LEOSE ACCOUNT								
INCOME TOTALS		0.00	0.00		27,292.96	89.41	27,292.96+	
EXPENSE TOTALS		0.00	0.00	0.00	2,890.01	215.55	2,890.01-	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 28  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0050 SECURITY FUND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES/CARRY-OVER								
50-100-310	INTEREST INCOME	300.00	300.00		426.52	97.41	126.52	142
50-100-440	COURTHOUSE SECURITY FEES	10,500.00	10,500.00		13,425.70	1,332.32	2,925.70	128
50-100-441	JP BUILDING SECURITY FEES	15,000.00	15,000.00		11,944.75	1,008.65	3,055.25	80
50-100-912	TRANSFER FROM GENERAL FUND	70,000.00	70,000.00		70,000.00	35,000.00	0.00	100
TOTAL REVENUES/CARRY-OVER		95,800.00	95,800.00	0.00	95,796.97	37,438.38	3.03	100
0476 JP BLDG SECURITY EXPENDITURES								
50-476-101	SALARY, BALIFF/CONSTABLES	8,000.00	8,000.00	0.00	6,290.00	100.00	1,710.00	79
50-476-107	SALARY, BALIFF	2,000.00	2,000.00	0.00	2,568.75	100.00	568.75	128
50-476-150	SOCIAL SECURITY TAXES	700.00	700.00	0.00	616.27	15.28	83.73	88
50-476-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
50-476-152	RETIREMENT	1,300.00	1,300.00	0.00	1,169.50	26.41	130.50	90
50-476-199	TOTAL PERSONNEL SERVICES	12,000.00	12,000.00	0.00	10,644.52	241.69	1,355.48	89
50-476-497	MISCELLANEOUS	400.00	400.00	0.00	440.00	40.00	40.00	110
JP BLDG SECURITY EXPENDITURES		12,400.00	12,400.00	0.00	11,084.52	281.69	1,315.48	89
0477 COURTHOUSE SECURITY EXPENDITURES								
50-477-101	SALARY, BALIFFS/CONSTABLES	20,000.00	20,000.00	0.00	2,971.25	0.00	17,028.75	15
50-477-107	SALARY, BALIFFS	45,000.00	45,000.00	0.00	45,683.75	5,527.50	683.75	102
50-477-150	SOCIAL SECURITY TAXES	4,700.00	4,700.00	0.00	3,598.08	405.53	1,101.92	77
50-477-151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
50-477-152	RETIREMENT	8,200.00	8,200.00	0.00	6,422.47	729.65	1,777.53	78
50-477-199	TOTAL PERSONNEL SERVICES	77,900.00	77,900.00	0.00	58,675.55	6,662.68	19,224.45	75
50-477-497	MISCELLANEOUS	500.00	500.00	0.00	0.00	0.00	500.00	00
50-477-532	SECURITY EQUIPMENT	5,000.00	5,000.00	0.00	5,780.04	0.00	780.04	116
COURTHOUSE SECURITY EXPENDITURES		83,400.00	83,400.00	0.00	64,455.59	6,662.68	18,944.41	77
SECURITY FUND								
INCOME TOTALS		95,800.00	95,800.00		95,796.97	37,438.38	3.03	100
EXPENSE TOTALS		95,800.00	95,800.00	0.00	75,540.11	6,944.37	20,259.89	79

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 29  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0055 LAW LIBRARY FUND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES/TRANSFERS								
55-100-318	LIBRARY FEES	12,500.00	12,500.00		10,572.34	1,085.00	1,927.66	85
TOTAL REVENUES/TRANSFERS		12,500.00	12,500.00	0.00	10,572.34	1,085.00	1,927.66	85
0650 TOTAL LAW BOOKS PURCHASED								
55-650-423	LAW BOOKS	10,000.00	10,000.00	0.00	577.35	57.74	9,422.65	06
TOTAL LAW BOOKS PURCHASED		10,000.00	10,000.00	0.00	577.35	57.74	9,422.65	06
LAW LIBRARY FUND								
INCOME TOTALS		12,500.00	12,500.00		10,572.34	1,085.00	1,927.66	85
EXPENSE TOTALS		10,000.00	10,000.00	0.00	577.35	57.74	9,422.65	06

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

**December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 30  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0060 JUSTICE COURT TECHNOLOGY FUND							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES</b>								
60-100-310	INTEREST INCOME	100.00	100.00		256.81	44.06	156.81+	257
60-100-450	TECHNOLOGY FEES	9,500.00	9,500.00		10,026.87	834.51	526.87+	106
	<b>TOTAL REVENUES</b>	<b>9,600.00</b>	<b>9,600.00</b>	<b>0.00</b>	<b>10,283.68</b>	<b>878.57</b>	<b>683.68+</b>	<b>107</b>
<b>0615 JUSTICE COURT TECHNOLOGY EXPENSES</b>								
60-615-427	TRAINING EXPENSES	600.00	600.00	0.00	0.00	0.00	600.00	00
60-615-452	SOFTWARE MAINTENANCE	12,500.00	12,500.00	0.00	8,060.00	0.00	4,440.00	64
60-615-477	COMPUTER UPGRADES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
60-615-532	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
	<b>JUSTICE COURT TECHNOLOGY EXPENSES</b>	<b>14,600.00</b>	<b>14,600.00</b>	<b>0.00</b>	<b>8,060.00</b>	<b>0.00</b>	<b>6,540.00</b>	<b>55</b>
<b>JUSTICE COURT TECHNOLOGY FUND</b>								
	<b>INCOME TOTALS</b>	<b>9,600.00</b>	<b>9,600.00</b>		<b>10,283.68</b>	<b>878.57</b>	<b>683.68+</b>	<b>107</b>
	<b>EXPENSE TOTALS</b>	<b>14,600.00</b>	<b>14,600.00</b>	<b>0.00</b>	<b>8,060.00</b>	<b>0.00</b>	<b>6,540.00</b>	<b>55</b>

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 31  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0062 CO & DIST COURT TECH FUND							EFFECTIVE MONTH - 11	
<b>0100 TOTAL REVENUES</b>								
62-100-310	INTEREST INCOME	600.00	600.00		545.46	107.67	54.54	91
62-100-403	TECHNOLOGY FEES - CO CRT	600.00	600.00		278.21	16.00	321.79	46
62-100-450	TECHNOLOGY FEES - DIST CRT-CIVIL	400.00	400.00		85.58	0.00	314.42	21
62-100-452	TECHNOLOGY FEES - DIST CRT-CR	3,000.00	3,000.00		405.42	62.28	2,594.58	14
	<b>TOTAL REVENUES</b>	<b>4,600.00</b>	<b>4,600.00</b>	<b>0.00</b>	<b>1,314.67</b>	<b>185.95</b>	<b>3,285.33</b>	<b>29</b>
<b>0620 TOTAL DISBURSEMENTS</b>								
62-620-427	TRAINING EXPENSE	600.00	600.00	0.00	0.00	0.00	600.00	00
62-620-452	SOFTWARE MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
62-620-477	COMPUTER UPGRADES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	00
62-620-532	EQUIPMENT/SOFTWARE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
	<b>TOTAL DISBURSEMENTS</b>	<b>20,600.00</b>	<b>20,600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,600.00</b>	<b>00</b>
<b>CO &amp; DIST COURT TECH FUND</b>								
	<b>INCOME TOTALS</b>	<b>4,600.00</b>	<b>4,600.00</b>		<b>1,314.67</b>	<b>185.95</b>	<b>3,285.33</b>	<b>29</b>
	<b>EXPENSE TOTALS</b>	<b>20,600.00</b>	<b>20,600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,600.00</b>	<b>00</b>



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 32  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0065 HISTORICAL COMMISSION FND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES/TRANSFERS								
65-100-327	PREPAID POSTAGE FOR HISTORIC HOMES	0.00	0.00		0.00	0.00	0.00	
65-100-330	DUES COLLECTED	0.00	0.00		110.00	0.00	110.00+	
65-100-331	SALE OF HISTORY BOOKS	0.00	0.00		917.00	20.00	917.00+	
65-100-332	MEMORIALS/DONATIONS	0.00	0.00		0.00	0.00	0.00	
TOTAL REVENUES/TRANSFERS		0.00	0.00	0.00	1,027.00	20.00	1,027.00+	
0655 TOTAL DISBURSEMENTS								
65-655-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	
65-655-311	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	
65-655-472	PRINTING OF HISORIC HOMES BOOK	0.00	0.00	0.00	0.00	0.00	0.00	
65-655-497	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	
65-655-704	WELLHOUSE RESTORATION	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL DISBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	
HISTORICAL COMMISSION FND								
INCOME TOTALS		0.00	0.00		1,027.00	20.00	1,027.00+	
EXPENSE TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 33  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0070 CAPITAL PROJECTS FUND							EFFECTIVE MONTH - 11	
0100 REVENUES								
70-100-302	DONATIONS	0.00	0.00		0.00	0.00	0.00	
70-100-310	INTEREST INCOME	0.00	0.00		2,831.19	544.13	2,831.19+	
70-100-500	CERT OF OBLIGATION, SERIES 2012	0.00	0.00		0.00	0.00	0.00	
70-100-603	GRANT - STATE COMPTROLLER	0.00	0.00		0.00	0.00	0.00	
70-100-975	TRANSFER IN	0.00	0.00		0.00	0.00	0.00	
REVENUES		0.00	0.00	0.00	2,831.19	544.13	2,831.19+	
0760 CAPITAL PROJECTS, SERIES 2012 CO'S								
70-760-450	REPAIRS TO COURTHOUSE	0.00	0.00	0.00	177,733.62	164,793.62	177,733.62-	
70-760-704	CRTHSE INT RESTORATION/NON-GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
CAPITAL PROJECTS, SERIES 2012 CO'S		0.00	0.00	0.00	177,733.62	164,793.62	177,733.62-	
CAPITAL PROJECTS FUND								
INCOME TOTALS		0.00	0.00		2,831.19	544.13	2,831.19+	
EXPENSE TOTALS		0.00	0.00	0.00	177,733.62	164,793.62	177,733.62-	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 34  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	PCT
REPORTING FUND: 0075 INTEREST & SINKING FUND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES								
75-100-110	CURRENT AD VALOREM TAXES	608,017.00	608,017.00		609,061.46	0.00	1,044.46+	100
75-100-120	DELINQ AD VALOREM TAXES	6,487.00	6,487.00		6,739.80	- 887.08-	252.80+	104
75-100-130	PENALTY & INTEREST	7,000.00	7,000.00		6,053.90	332.15	946.10	86
75-100-310	INTEREST INCOME	7,496.00	7,496.00		8,303.28	973.78	807.28+	111
	TOTAL REVENUES	629,000.00	629,000.00	0.00	630,158.44	2,193.01	1,158.44+	100
0750 CERTIFICATES, SERIES 2019								
75-750-600	CERT. OF OBLIGATION, PRIN.	375,000.00	375,000.00	0.00	375,000.00	0.00	0.00	100
75-750-601	CERT. OF OBLIGATION, INT.	86,524.00	86,524.00	0.00	87,635.29	0.00	1,111.29-	101
75-750-701	COST OF REFUNDING BONDS, SERIES 2019	0.00	0.00	0.00	0.00	0.00	0.00	
	CERTIFICATES, SERIES 2019	461,524.00	461,524.00	0.00	462,635.29	0.00	1,111.29-	100
0760 CERTIFICATES, SERIES 2012								
75-760-402	REGISTRAR FEES	514.00	514.00	0.00	500.00	0.00	14.00	97
75-760-600	CERT. OF OBLIGATION, PRINCIPAL	150,000.00	150,000.00	0.00	150,000.00	0.00	0.00	100
75-760-601	CERT. OF OBLIGATION, INTEREST	13,762.00	13,762.00	0.00	13,762.50	0.00	0.50-	100
	CERTIFICATES, SERIES 2012	164,276.00	164,276.00	0.00	164,262.50	0.00	13.50	100
INTEREST & SINKING FUND								
	INCOME TOTALS	629,000.00	629,000.00		630,158.44	2,193.01	1,158.44+	100
	EXPENSE TOTALS	625,800.00	625,800.00	0.00	626,897.79	0.00	1,097.79-	100

11-30-2022\*\*BUDGET ANALYSIS USAGE REPORT \*\* INCOME & EXPENSE ACCOUNTS  
TIME:02:55 PM - EFFECTIVE MONTH:11 - NOVEMBER 1, 2022 THRU NOVEMBER 30, 2022

PAGE 35  
PREPARER:0004

ACCOUNT NO	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	PCT
REPORTING FUND: 0080 HOT CHECK FUND							EFFECTIVE MONTH - 11	
0100 TOTAL REVENUES/TRANSFERS								
80-100-305	HOT CHECK COLLECTION FEES	0.00	0.00		170.00	80.00	170.00+	
80-100-380	LONGEVITY PAY FROM STATE	0.00	0.00		0.00	0.00	0.00	
80-100-395	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES/TRANSFERS	0.00	0.00	0.00	170.00	80.00	170.00+	
0475 COUNTY ATTY-HOT CHK FUND								
80-475-497	MISCELLANEOUS	0.00	0.00	0.00	886.30	63.07	886.30-	
	COUNTY ATTY-HOT CHK FUND	0.00	0.00	0.00	886.30	63.07	886.30-	
HOT CHECK FUND								
	INCOME TOTALS	0.00	0.00		170.00	80.00	170.00+	
	EXPENSE TOTALS	0.00	0.00	0.00	886.30	63.07	886.30-	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

# Section 3



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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:34 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

13-010-100 RECORDS PRESERVATION,CKNG	791,226.57
13-010-110 RECORDS PRESERVATION,CLR	0.00
13-010-200 CASH, INVESTMENTS	0.00
13-010-000 RECORDS PRESERVATION FUND.....	791,226.57

TOTAL ASSETS =====791,226.57

\*\*\*\*\* LIABILITIES \*\*\*\*\*

13-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
13-200-999 FUND BALANCE	705,965.16
13-200-000 LIABILITY ACCOUNT.....	705,965.16

NET INCOME -----85,261.41

TOTAL LIABILITIES=====791,226.57

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:35 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

14-010-100 AIRPORT FUND, CHECKING	102,472.65
14-010-110 AIRPORT FUND, CLEARING	0.00
14-010-200 CASH, INVESTMENTS	0.00
14-010-000 AIRPORT FUND.....	102,472.65

TOTAL ASSETS =====102,472.65

\*\*\*\*\* LIABILITIES \*\*\*\*\*

14-200-120 PAYROLL CLEARING ACCT	0.00
14-200-999 FUND BALANCE	65,754.18
14-200-000 LIABILITY ACCOUNT.....	65,754.18

NET INCOME -----36,718.47

TOTAL LIABILITIES=====102,472.65

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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:35 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

21-010-100 R&B PCT #1, CHECKING	1,472,738.34
21-010-110 R&B PCT #1, A/P CLEARING	0.00
21-010-200 CASH, INVESTMENTS	0.00
21-010-000 R&B PCT #1, CASH IN BANK.....	1,472,738.34

TOTAL ASSETS =====1,472,738.34

\*\*\*\*\* LIABILITIES \*\*\*\*\*

21-200-110 TAXES COLLECTED IN ADVANCE	0.00
21-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
21-200-999 FUND BALANCE	1,382,141.48
21-200-000 LIABILITY ACCOUNTS.....	1,382,141.48

NET INCOME -----90,596.86

TOTAL LIABILITIES=====1,472,738.34

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:35 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

22-010-100 R&B PCT #2, CHECKING	1,034,848.32
22-010-110 R&B PCT #2, A/P CLEARING	0.00
22-010-200 CASH, INVESTMENTS	0.00
22-010-000 R&B PCT #2, CASH IN BANK.....	1,034,848.32

TOTAL ASSETS =====1,034,848.32

\*\*\*\*\* LIABILITIES \*\*\*\*\*

22-200-110 TAXES COLLECTED IN ADVANCE	0.00
22-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
22-200-999 FUND BALANCE	759,173.65
22-200-000 LIABILITY ACCOUNTS.....	759,173.65

NET INCOME -----275,674.67

TOTAL LIABILITIES=====1,034,848.32

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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:35 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

23-010-100 R&B PCT #3, CHECKING	1,647,909.73
23-010-110 R&B PCT #3, A/P CLEARING	0.00
23-010-200 CASH, INVESTMENTS	0.00
23-010-000 R&B PCT #3, CASH IN BANK.....	1,647,909.73

TOTAL ASSETS =====1,647,909.73

\*\*\*\*\* LIABILITIES \*\*\*\*\*

23-200-110 TAXES COLLECTED IN ADVANCE	0.00
23-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
23-200-999 FUND BALANCE	1,592,297.14
23-200-000 LIABILITY ACCOUNTS.....	1,592,297.14

NET INCOME -----55,612.59

TOTAL LIABILITIES=====1,647,909.73

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

24-010-100 R&B PCT #4, CHECKING	1,980,755.63
24-010-110 R&B PCT #4, A/P CLEARING	0.00
24-010-200 CASH, INVESTMENTS	0.00
24-010-000 R&B PCT #4, CASH IN BANK.....	1,980,755.63

TOTAL ASSETS =====1,980,755.63

\*\*\*\*\* LIABILITIES \*\*\*\*\*

24-200-110 TAXES COLLECTED IN ADVANCE	0.00
24-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
24-200-999 FUND BALANCE	1,807,233.91
24-200-000 LIABILITY ACCOUNTS.....	1,807,233.91

NET INCOME -----173,521.72

TOTAL LIABILITIES=====1,980,755.63

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

December 12, 2022

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

31-010-100 ELECTION SVCS CONTRACT FUND, CHECKI	17,709.60
31-010-110 ELECTION SVCS CONTRACT FUND, A/P CL	0.00
31-010-200 CASH, INVESTMENTS	0.00
31-010-000 ELECTION SVCS CONTRACT FUND, CASH I.....	17,709.60

TOTAL ASSETS =====17,709.60

\*\*\*\*\* LIABILITIES \*\*\*\*\*

31-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
31-200-999 FUND BALANCE	22,974.98
31-200-000 LIABILITY ACCOUNTS.....	22,974.98

NET INCOME -----5,265.38-

TOTAL LIABILITIES=====17,709.60

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

32-010-100 HAVA CARES ACT FUND CHECKING	23,370.41
32-010-110 HAVA CARES ACT FUND CLEARING	0.00
32-010-000 HAVA CARES ACT, CASH IN BANK.....	23,370.41

TOTAL ASSETS =====23,370.41

\*\*\*\*\* LIABILITIES \*\*\*\*\*

32-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
32-200-999 FUND BALANCE	107,583.73
32-200-000 LIABILITY ACCOUNTS.....	107,583.73

NET INCOME -----84,213.32-

TOTAL LIABILITIES=====23,370.41



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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

-----  
Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
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\*\*\*\*\* ASSETS \*\*\*\*\*

45-010-100 LEOSE FUND, CHECKING	26,864.29	
45-010-110 LEOSE FUND, CLEARING ACCT	0.00	
45-010-000 LEOSE ACCOUNT.....		26,864.29

TOTAL ASSETS =====26,864.29

\*\*\*\*\* LIABILITIES \*\*\*\*\*

45-200-999 FUND BALANCE	2,461.34	
45-200-000 LIABILITY ACCOUNTS.....		2,461.34

NET INCOME -----24,402.95

TOTAL LIABILITIES=====26,864.29

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

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Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
-----

\*\*\*\*\* ASSETS \*\*\*\*\*

50-010-100 SECURITY FUND, CHECKING	59,896.39	
50-010-110 SECURITY FUND, CLEARING	0.00	
50-010-200 CASH, INVESTMENTS	0.00	
50-010-000 SECURITY FUND, CASH IN BANK.....		59,896.39

TOTAL ASSETS =====59,896.39

\*\*\*\*\* LIABILITIES \*\*\*\*\*

50-200-120 PAYROLL CLEARING ACCOUNT	0.00	
50-200-999 FUND BALANCE	39,639.53	
50-200-000 LIABILITY ACCOUNTS.....		39,639.53

NET INCOME -----20,256.86

TOTAL LIABILITIES=====59,896.39

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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:36 PM PREPARER:0004

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Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
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\*\*\*\*\* ASSETS \*\*\*\*\*

55-010-100 LAW LIBRARY, CHECKING	139,689.68
55-010-110 LAW LIBRARY, A/P CLEARING	0.00
55-010-200 CASH, INVESTMENTS	0.00
55-010-000 LAW LIBRARY, CASH IN BANK.....	139,689.68

TOTAL ASSETS =====139,689.68

\*\*\*\*\* LIABILITIES \*\*\*\*\*

55-200-999 FUND BALANCE	129,694.69
55-200-000 LIABILITY ACCOUNT.....	129,694.69

NET INCOME -----9,994.99

TOTAL LIABILITIES=====139,689.68

11-30-2022 BALANCE SHEET PAGE 1  
TIME:02:37 PM PREPARER:0004

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Colorado County Columbus, Texas 78934  
318 Spring St., Suite 104  
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\*\*\*\*\* ASSETS \*\*\*\*\*

60-010-100 JUSTICE COURT TECHNOLOGY, CHECKING	14,179.73
60-010-110 JUSTICE COURT TECHNOLOGY, CLEARING	0.00
60-010-200 CASH, INVESTMENTS	0.00
60-010-000 JUSTICE COURT TECH, CASH IN BANK.....	14,179.73

TOTAL ASSETS =====14,179.73

\*\*\*\*\* LIABILITIES \*\*\*\*\*

60-200-999 FUND BALANCE	11,956.05
60-200-000 LIABILITY ACCOUNTS.....	11,956.05

NET INCOME -----2,223.68

TOTAL LIABILITIES=====14,179.73

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

**December 12, 2022**

11-30-2022 BALANCE SHEET PAGE 1  
 TIME:02:37 PM PREPARER:0004  
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 Colorado County Columbus, Texas 78934  
 318 Spring St., Suite 104  
 -----

\*\*\*\*\* ASSETS \*\*\*\*\*

62-010-100 CO & DIST COURT TECH FUND, CKING	32,687.43
62-010-110 CO & DIST COURT TECH FUND, CLRING	0.00
62-010-000 CO & DIST COURT TECH FUND, CASH.....	32,687.43
 TOTAL ASSETS	 =====32,687.43

\*\*\*\*\* LIABILITIES \*\*\*\*\*

62-200-999 FUND BALANCE	31,372.76
62-200-000 LIABILITY ACCOUNTS.....	31,372.76
 NET INCOME	 -----1,314.67
 TOTAL LIABILITIES	 =====32,687.43

11-30-2022 BALANCE SHEET PAGE 1  
 TIME:02:37 PM PREPARER:0004  
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 Colorado County Columbus, Texas 78934  
 318 Spring St., Suite 104  
 -----

\*\*\*\*\* ASSETS \*\*\*\*\*

65-010-100 HISTORICAL COMM, CHECKING	5,885.38
65-010-110 HIST COMM, A/P CLEARING	0.00
65-010-200 CASH, INVESTMENTS	0.00
65-010-000 HIST COMM, CASH IN BANK.....	5,885.38
 TOTAL ASSETS	 =====5,885.38

\*\*\*\*\* LIABILITIES \*\*\*\*\*

65-200-999 FUND BALANCE	4,858.38
65-200-000 LIABILITY ACCOUNTS.....	4,858.38
 NET INCOME	 -----1,027.00
 TOTAL LIABILITIES	 =====5,885.38

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

**December 12, 2022**

11-30-2022	BALANCE SHEET	PAGE 1
TIME:02:37 PM		PREPARER:0004
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Colorado County	Columbus, Texas	78934
318 Spring St., Suite 104		
-----		

\*\*\*\*\* ASSETS \*\*\*\*\*

70-010-100 CAPITAL PROJECTS FUND, CHECKING	0.00	
70-010-110 CAPITAL PROJECTS FUND, CLEARING	0.00	
70-010-200 CASH, INVESTMENTS	0.00	
70-010-000 CAPITAL PROJECTS FUND.....		0.00
TOTAL ASSETS	=====	0.00

\*\*\*\*\* LIABILITIES \*\*\*\*\*

70-200-310 INTEREST PAYABLE	0.00	
70-200-999 FUND BALANCE	174,902.43	
70-200-000 LIABILITY ACCOUNT.....		174,902.43
NET INCOME	-----	-174,902.43-
TOTAL LIABILITIES	=====	0.00

11-30-2022	BALANCE SHEET	PAGE 1
TIME:02:37 PM		PREPARER:0004
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Colorado County	Columbus, Texas	78934
318 Spring St., Suite 104		
-----		

\*\*\*\*\* ASSETS \*\*\*\*\*

75-010-100 INTEREST & SINKING,CKING	153,116.00	
75-010-110 INTEREST & SINKING, CLRNG	0.00	
75-010-200 CASH, INVESTMENTS	0.00	
75-010-000 INTEREST & SINKING, CASH.....		153,116.00
TOTAL ASSETS	=====	153,116.00

\*\*\*\*\* LIABILITIES \*\*\*\*\*

75-200-110 TAXES COLLECTED IN ADVANC	0.00	
75-200-999 FUND BALANCE	149,855.35	
75-200-000 LIABILITY ACCOUNTS.....		149,855.35
NET INCOME	-----	-3,260.65
TOTAL LIABILITIES	=====	153,116.00

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

December 12, 2022

11-30-2022 BALANCE SHEET PAGE 1  
 TIME:02:37 PM PREPARER:0004  
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 Colorado County Columbus, Texas 78934  
 318 Spring St., Suite 104  
 -----

\*\*\*\*\* ASSETS \*\*\*\*\*

80-010-100 HOT CHK FUND, CHECKING	12,821.23
80-010-110 HOT CHK FUND;A/P CLEARING	0.00
80-010-200 CASH, INVESTMENTS	0.00
80-010-000 HOT CHK FUND, CASH IN BK.....	12,821.23
 TOTAL ASSETS	 =====12,821.23

\*\*\*\*\* LIABILITIES \*\*\*\*\*

80-200-120 PAYROLL CLEARING ACCT	0.00
80-200-999 FUND BALANCE	13,537.53
80-200-000 LIABILITY ACCOUNT.....	13,537.53
 NET INCOME	 -----716.30-
 TOTAL LIABILITIES	 =====12,821.23

11-30-2022 BALANCE SHEET PAGE 1  
 TIME:04:03 PM PREPARER:0004  
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 Colorado County Columbus, Texas 78934  
 318 Spring St., Suite 104  
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\*\*\*\*\* ASSETS \*\*\*\*\*

85-010-185 CO ATTY STATE SUPPLEMENT FUND,CKING	10,969.15
85-010-000 CO ATTY STATE SUPPPLEMNT,CASH IN BK.....	10,969.15
 TOTAL ASSETS	 =====10,969.15

\*\*\*\*\* LIABILITIES \*\*\*\*\*

85-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
85-200-999 FUND BALANCE	7,959.70
85-200-000 LIABILITY ACCOUNTS.....	7,959.70
 NET INCOME	 -----3,009.45
 TOTAL LIABILITIES	 =====10,969.15

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

**December 12, 2022**

# **Section 4**



**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 December 12, 2022**

**COLORADO COUNTY, TEXAS  
 STATEMENT OF INDEBTEDNESS  
 CERTIFICATES OF OBLIGATION  
 AS OF NOVEMBER 30, 2022**

**Certificates of Obligation**

Series 2012 – Courthouse Restoration

Issue Date: June 19, 2012

MATURITY DATE	COUPON RATE	PRINCIPAL	INTEREST	ANNUAL DEBT SERVICE REQUIREMENT	PRINCIPAL BALANCE
					450,000
08-15-23	2.25%	150,000	10,575.00	160,575.00	300,000
08-15-24	2.40%	150,000	7,200.00	157,200.00	150,000
08-15-25	2.40%	150,000	3,600.00	153,600.00	0
Years 2026 to 2031 included in Series 2019, Refunding Bonds					



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

# **Section 5**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**Review of Monthly Revenue Reports from County Officers  
November 2022**

**Date: November 30, 2022**

**Submitting Office: Colorado County Auditor's Office**

Contact      Raymie Kana  
                 County Auditor  
                 318 Spring St., Suite 104  
                 Columbus, TX 78934  
                 (979) 732-2791

**Audit Objectives:**

Under current Texas law, the county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners' court.

Our primary objectives were to 1) make sure all required reports include proper information 2) required reports are presented to the commissioners' court 3) reconcile department distribution summary to the general ledger 4) verify all funds collected have been deposited with the county treasurer and 5) timeliness of deposits.

This examination was not designed to detect all errors and did not involve detailed examinations of transactions and documents. Different procedures are used in different offices and thus not all offices were reviewed.

We examined the following reports submitted to the Auditor's office for October 2022/November 2022 from:

County Clerk	Justice of the Peace, Precinct 4
District Clerk	Sheriff
Justice of the Peace, Precinct 1	Septic System (OSSF)
Justice of the Peace, Precinct 2	County Attorney
Justice of the Peace, Precinct 3	County Treasurer
Tax Assessor/Collector	

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

*November*

*2022*

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

COLORADO COUNTY INDIGENT HEALTH CARE COLORADO COUNTY COURTHOUSE ANNEX 318 SPRING STREET, SUITE #111 COLUMBUS, TX 78934 November 2022									
NAME	PHYSICIAN	RX	HOSPITAL IN-PATIENT	HOSPITAL OUT-PATIENT	LAB & X/RAYS	RURAL HEALTHCARE	OPTIONAL SERVICES	HOSPITAL CONTRACT	TOTALS
BRANDON BARTON									0
GLENDA BARTEK									0
LEIGH ANN BINGHAM									0
ANGELICA CARILLO									0
BRENDA ELLISON									0
TOMMY ENDSLEY									0
MANUEL HERNANDEZ						133.32			133.32
RONALD DOUGLAS				149.91					149.91
MARNIE JONES									0
LAVERNE TAYLOR									0
JOE MAYORGA									0
KENDRIC THOMPSON									0
ALBERT RIOS				160.74					160.74
EMILY ROOKS									0
GABRIEL SUDDETH	344.02			14672.3	200.66				15216.98
DAVID ZATPEK									0
JOE TOLIVER									0
EDUARDO TORRES	62.02								62.02
LAKEITH WILLIAMS									0
<b>TOTALS</b>	406.04	0	0	14982.95	200.66	133.32	0		15722.97

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

December 12, 2022



Form 3072  
January 2020-E

County Indigent Health Care Program (CIHCP)  
**Monthly Financial Report**

County Name: Colorado Co. Indigent Report for (Month/Year): November 2022

or

Amendment of the Report for (Month/Year): \_\_\_\_\_

**I. Reimbursable Expenditures During This Report Month**

Physician Services	1.	\$406.04	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$14,982.95	
Laboratory/X-Ray Services	5.	\$200.66	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$133.32	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures</b> (Add #1 through #11.)			<b>12. \$15,722.97</b>
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00 )	
6% Eligibility System Review Findings (\$ in error)	14. (	)	
<b>Total to be Deducted</b> (Add #13 + #14.)			<b>15. \$0.00</b>
<b>Applied to State Assistance Eligibility/Reimbursement</b> (#12 minus #15)			<b>16. \$15,722.97</b>

**II. Expenditure Tracking for State Assistance Funds Eligibility/Reimbursement**

Total Expenditures for Current State Fiscal Year (9/1 - 8/31):	20,373.24
General Revenue Tax Levy GRTL:	8,068,485.81
4% of GRTL:	322,739.43
6% of GRTL:	484,109.15
8% of GRTL:	645,478.86

Signature of Person Submitting Form 105

11/22/2022

Date

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

**December 12, 2022**

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

***December, 2022***

**ACTIVE CASES:**

**Glenda Bartek  
Manuel Hernandez  
Edwardo Torres  
Ronald Douglas**

**LaKeith Williams  
Albert Rios  
David Zatopek  
Gabriel Suddeth**

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS:**

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

*(Approved SSI w/Medicaid)*

*(Income)*

*(Moved) Brandon Barton*

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

**December 12, 2022**

\_15. County Investment Officer's Investment Report for November 2022.

**Joyce Guthmann, Colorado County Treasurer, was present today and reported an interest rate of 4.52%. Total interest earned for November was \$77,427.18.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

*COLORADO  
COUNTY*

**INVESTMENT REPORT**

**NOVEMBER**

**2022**



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

**December 12, 2022**

COLORADO COUNTY INDUSTRY STATE BANK CHECKING ACCOUNTS <b>October 31, 2022</b> 4.52%		
ACCOUNT		INTEREST EARNED
COLORADO COUNTY	MAINTENANCE	<b>59,034.04</b>
COLORADO COUNTY	PAYROLL	920.47
COLORADO COUNTY	SHERIFF'S ACCOUNT	0.76 *
KIMBERLY MENKE	COUNTY CLERK	93.62 *
LINDA HOLMAN	DISTRICT CLERK	16.71 *
COUNTY ATTORNEY	TRUST ACCOUNT	4.12 *
ERICA KOLLAJA	TAX ASSESSOR/COLLECTOR	30.41 *
ERICA KOLLAJA	TAC, LICENSE ACCT	795.07 *
		<b>\$ 1,861.16</b>
<b>TOTAL EARNED INTEREST</b>		<b>\$ 60,895.20</b>
AMERICAN RESCUE PLAN	GENERAL	15,112.50
COLORADO COUNTY	SHERIFF'S FORFEITURE ACCT.	179.12
COUNTY ATTORNEY	SEIZURE FUND	170.44
COUNTY ATTORNEY	FORFEITURE FUND	1,069.92
<b>TOTAL NOVEMBER 2022 INTEREST EARNED</b>		<b>\$ 77,427.18</b>
<b>*NOTE: INTEREST EARNED ON FEE OFFICE ACCOUNTS TRANSFERRED TO GENERAL FUND ON DECEMBER 1, 2022</b>		<b>940.69</b>
		<b>\$ 76,486.49</b>

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

**December 12, 2022**

<b>COLORADO COUNTY INDUSTRY STATE BANK MAINTENANCE ACCOUNT November 30, 2022</b>		
<b>FUND TITLE</b>	<b>Book Balance of NOVEMBER 30, 2022</b>	<b>Interest Earned</b>
GENERAL FUND (INCLUDES HOT CHK, LAW LIBR, HIST COMM)	\$ 8,111,646.39	\$ 30,566.02
RECORDS PRESERVATION	\$ 791,226.57	\$ 3,019.46
AIRPORT FUND	\$ 102,472.65	\$ 391.05
R&B PCT #1	\$ 1,472,738.34	\$ 5,620.23
R&B PCT #2	\$ 1,034,848.32	\$ 3,949.16
R&B PCT #3	\$ 1,647,909.73	\$ 6,288.71
R&B PCT #4	\$ 1,980,755.63	\$ 7,558.91
ELECTIONS	\$ 17,709.60	\$ 67.58
HAVA CARES FUND	\$ 23,370.41	\$ 89.19
LEOSE FUND	\$ 26,864.29	\$ 102.52
SECURITY FUND	\$ 59,896.39	\$ 228.58
JUSTICE COURT TECHNOLOGY	\$ 14,179.73	\$ 54.11
CO & DIST COURT TECH FUND	\$ 32,687.43	\$ 124.74
INTEREST & SINKING	\$ 153,116.00	\$ 973.77
CAPITAL PROJECTS FUND	\$ -	\$ -
<b>TOTAL INTEREST DISTRIBUTION</b>	<b>\$ 15,469,421.48</b>	<b>\$ 59,034.04</b>

**2022 COLLECTIONS  
J.P.'S-COUNTY CLERK-DISTRICT CLERK-EMS**

	J.P. #1	J.P. #2	J.P. #3	J.P. #4	COUNTY CLERK	DISTRICT CLERK	EMS
<b>JANUARY</b>	\$ 20,642.80	\$ 12,513.05	\$ 15,850.35	\$ 13,439.43	\$ 39,370.96	\$ 11,469.10	\$ 76,251.58
<b>FEBRUARY</b>	\$ 26,435.77	13,672.18	\$ 20,006.63	\$ 13,173.74	\$ 36,180.24	\$ 11,697.74	\$ 116,770.03
<b>MARCH</b>	\$ 24,746.27	\$ 13,739.10	\$ 25,766.53	\$ 16,161.84	\$ 59,520.25	\$ 31,562.53	\$ 136,472.13
<b>APRIL</b>	\$ 18,138.05	\$ 10,075.34	\$ 11,544.80	\$ 19,400.34	\$ 43,899.82	\$ 13,574.38	\$ 97,282.50
<b>MAY</b>	\$ 23,145.85	\$ 15,219.69	\$ 12,810.59	\$ 14,555.84	\$ 35,713.68	\$ 10,215.50	\$ 79,060.86
<b>JUNE</b>	\$ 21,736.00	\$ 11,377.72	\$ 16,043.63	\$ 22,058.67	\$ 40,679.79	\$ 13,854.98	\$ 92,004.94
<b>JULY</b>	\$ 24,581.80	\$ 12,956.30	\$ 12,021.38	\$ 21,595.55	\$ 38,987.51	\$ 11,084.71	\$ 92,297.36
<b>AUGUST</b>	\$ 24,248.80	\$ 10,519.83	\$ 11,999.31	\$ 18,820.00	\$ 44,787.98	\$ 12,664.00	\$ 141,099.42
<b>SEPTEMBER</b>	\$ 22,743.45	\$ 12,596.58	\$ 10,521.70	\$ 18,251.34	\$ 45,522.95	\$ 15,834.48	\$ 121,162.20
<b>OCTOBER</b>	\$ 22,603.35	\$ 9,882.50	\$ 12,598.12	\$ 23,610.55	\$ 40,764.41	\$ 14,842.98	\$ 114,730.09
<b>NOVEMBER</b>	\$ 17,277.20	\$ 11,779.75	\$ 5,769.78	\$ 8,304.28	\$ 35,380.45	\$ 7,840.15	\$ 110,324.22
<b>DECEMBER</b>							
<b>TOTALS</b>	\$ 246,299.34	\$ 134,332.04	\$ 154,932.82	\$ 189,371.58	\$ 460,808.04	\$ 154,640.55	\$ 1,177,455.33

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

\_16. Affidavit approving County Investment Officer's Report for November 2022.

**Motion by Judge Prause to approve the Affidavit approving County Investment Officer's Report for November 2022; 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

December 12, 2022

Commissioners Court  
County of Colorado

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AFFIDAVIT

Colorado County Investment Report

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On this the 12th day of December, 2022, the Commissioners' Court of Colorado County, Texas considered the following affidavit:

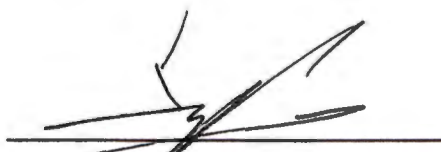
WHEREAS, the Public Funds Investment Act of Texas, Section 2256

WHEREAS, the Colorado County Commissioners' Court has reviewed the monthly investment report and hereby support the objectives and strategies of the policy.

THEREFORE, that the Colorado County Investment Report is

Approved on this 12th day of December 2022.

  
Joyce Guthmann, County Treasurer

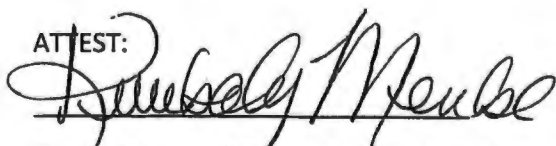
  
Ty Prause, Colorado County Judge

  
Doug Wessels, Commissioner, Pct. 1

  
Darrell Kubesch, Commissioner, Pct. 2

  
Keith Neuendorff, Commissioner, Pct. 3

  
Darrell Gertson, Commissioner, Pct. 4

ATTEST:  
  
Kimberly Menke, Colorado County Clerk



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

**December 12, 2022**

\_17. County Treasurer's Monthly Report for November 2022.

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

*COLORADO  
COUNTY*

**TREASURER' S REPORT**

**NOVEMBER**

**2022**

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

COLORADO COUNTY TREASURER'S RECONCILIATION REPORT								
NOVEMBER 30, 2022								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 7,953,250.10	\$ 214,352.01	\$ (4,456.64)		\$ -	\$ 30,566.02	\$ 8,193,711.49
13-010-100	RECORDS PRESERVATION	\$ 791,226.57	\$ -				\$ 3,019.46	\$ 794,246.03
14-010-100	AIRPORT FUND	\$ 102,472.65	\$ -				\$ 391.05	\$ 102,863.70
21-010-100	R & B - PCT. #1	\$ 1,472,738.34	\$ 3,032.54				\$ 5,620.23	\$ 1,481,391.11
22-010-100	R & B - PCT. #2	\$ 1,034,848.32	\$ 4,113.70				\$ 3,949.16	\$ 1,042,911.18
23-010-100	R & B - PCT. #3	\$ 1,647,909.73	\$ -				\$ 6,288.71	\$ 1,654,198.44
24-010-100	R & B - PCT.#4	\$ 1,980,755.63	\$ 4,493.39				\$ 7,558.91	\$ 1,992,807.93
31-010-100	ELECTION FUND	\$ 17,709.60	\$ -				\$ 67.58	\$ 17,777.18
32-010-100	HAVA CARES ACT	\$ 23,370.41	\$ -				\$ 89.19	\$ 23,459.60
45-010-100	LEOSE FUND	\$ 26,864.29	\$ 215.55				\$ 102.52	\$ 27,182.36
50-010-100	SECURITY FUND	\$ 59,896.39	\$ -				\$ 228.58	\$ 60,124.97
55-010-100	LAW LIBRARY	\$ 139,689.68	\$ -				\$ -	\$ 139,689.68
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 14,179.73	\$ -				\$ 54.11	\$ 14,233.84
62-010-100	CO & DIST COURT TECH FUND	\$ 32,687.43	\$ -				\$ 124.74	\$ 32,812.17
65-010-100	HISTORICAL COMMISSION	\$ 5,885.38	\$ -				\$ -	\$ 5,885.38
70-010-100	CAPITAL PROJECTS FUND	\$ -	\$ -				\$ -	\$ -
75-010-100	INTEREST & SINKING	\$ 153,116.00	\$ -				\$ 973.78	\$ 154,089.78
80-010-100	HOT CHECK FUND	\$ 12,821.23	\$ -				\$ -	\$ 12,821.23
	GROUP TOTAL	\$ 15,469,421.48	\$ 226,207.19	\$ (4,456.64)		\$ -	\$ 59,034.04	\$ 15,750,206.07
90-010-120	PAYROLL	\$ 18,900.26	\$ 448,454.74				\$ 920.47	\$ 468,275.47
15-010-150	FORFEITURE FUND - SHERIFF	\$ 49,644.51					\$ 179.12	\$ 49,823.63
16-010-160	AMERICAN RESUE PLAN	\$ 4,235,826.19					\$ 15,112.50	\$ 4,250,938.69
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 299,613.56	\$ -				\$ 1,069.92	\$ 300,683.48
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 47,771.80	\$ -				\$ 170.44	\$ 47,942.24
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 10,969.15	\$ -				\$ -	\$ 10,969.15
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	REPORT TOTAL	\$ 20,132,146.95	\$ 674,661.93	\$ (4,456.64)	\$ -	\$ -	\$ 76,486.49	\$ 20,878,838.73









**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 4  
PREPARER:0004

126837	Payee: BRADLEY POLASEK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126839	Payee: CALEB TOWNLEY 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126840	Payee: CANDACE SCHNEIDER 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126842	Payee: CHARLES SATTERWHITE, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126843	Payee: CHARLIE B. ROWE, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126844	Payee: CHRISTINA SPALEK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126849	Payee: CRYSTAL ROSAS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126850	Payee: DEBORAH PENNY 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126851	Payee: DEMETRIA AIKEN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126856	Payee: EMILY MARRS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126858	Payee: GENE R TUTTLE, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126859	Payee: GERI LYNN VANDERMARK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126861	Payee: JACK BROD 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126862	Payee: JAMES BURNETT 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126863	Payee: JAMES M BILLINGS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126865	Payee: JAMIE VARGAS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126867	Payee: JASON JOHNS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126868	Payee: JEFFERY STEWART 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126869	Payee: JEREMY MUSKE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126870	Payee: JEROME EMMEL, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 5  
PREPARER:0004

126871	Payee: JOEL ESTRADA 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126872	Payee: JOHNNA BESCH 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126874	Payee: JOSEPH MANDOLA 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126876	Payee: KARL NAVARETTE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126878	Payee: KRISSI PASCHALL 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126881	Payee: KYLE HUDEC 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126883	Payee: LAUREN GLUECK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126885	Payee: LOREEN RHODES 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126886	Payee: LORI HESSEL 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126887	Payee: LUIS JAVIER SAMANIEGO 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126888	Payee: MARILYN HUNT 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126889	Payee: MELISSA KLEIMANN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126890	Payee: MICHAEL BESCH 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126891	Payee: MICHAEL BRADEN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126892	Payee: MICHAEL FULLER 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126893	Payee: MICHAEL SUTTON 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126894	Payee: MICHAEL TWITTY 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126895	Payee: PAUL A JURICA III 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126896	Payee: PAULA WICKE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126897	Payee: RANDALL EPPS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 12-435-485 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00

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

**December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 6  
PREPARER:0004

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126898	Payee: RENAE TICE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126899	Payee: ROBERT FERGUSON 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126900	Payee: ROLAND GASSMANN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126901	Payee: SHANNON RESENDEZ 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126905	Payee: STANLY PRIEST 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126906	Payee: SUSAN GEORGE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126908	Payee: THOMAS PERRIN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126909	Payee: THOMAS W. FELTY 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 12.00	12.00
126920	Payee: AIDEN MORTON 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126924	Payee: CHAD JANECKA 01 - DIST COURT JURY 11/14, 15 & 16/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 100.00	100.00
126927	Payee: GENEVA CONNER 01 - DIST COURT JURY 11/14, 15 & 16/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 100.00	100.00
126928	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126929	Payee: GRACIELA RAMIREZ 01 - DIST COURT JURY 11/14, 15 & 16/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 100.00	100.00
126931	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126932	Payee: KEANDRA STOVALL 01 - DIST COURT JURY 11/14, 15 & 16/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 100.00	100.00
126935	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126936	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126937	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126938	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00
126939	Payee: 01 - GRAND JURY DUTY 11/17/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 40.00	40.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 7  
PREPARER:0004

---

126941	Payee: TERRI PRASATIK 01 - DIST COURT JURY 11/14, 15 & 16/2022	Status: I 12-435-485	Issued:11-17-2022 JUROR EXPENSE	Changed:11-17-2022	Check-Amount: 100.00	100.00
126948	Payee: CYNTHIA POLASEK 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126949	Payee: DIANE GARRETT 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126950	Payee: EDDIE CASTENADA 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126951	Payee: GLORIA WILLIAMS 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126952	Payee: JAN JAHN 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126953	Payee: JASON RODRIGUEZ 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126954	Payee: JOSH BERENDSEN 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126955	Payee: KIMBERLY WOLBRECHT 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126958	Payee: MARIO RODRIGUEZ 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126959	Payee: STEFANIE PEREZ 01 - JP1 JURY DUTY ON 11/15/22	Status: I 12-451-485	Issued:11-21-2022 JUROR EXPENSE	Changed:11-21-2022	Check-Amount: 12.00	12.00
126960	Payee: COLORADO COUNTY CITIZEN 01 - REQUEST FOR PROPOSALS - CDBG/#7346 02 - REQUEST FOR PROPOSALS-COG-MOG/#7393	Status: I 12-695-431 12-695-431	Issued:11-28-2022 PUBLISHING & SUBSCRIPTION PUBLISHING & SUBSCRIPTION	Changed:11-28-2022	Check-Amount: 74.00 74.00	148.00
126961	Payee: COLORADO COUNTY CITIZEN 01 - PUBLIC NOTICE & POLL LOCATIONS	Status: I 12-410-431	Issued:11-28-2022 PUBLICATIONS	Changed:11-28-2022	Check-Amount: 544.00	544.00
126962	Payee: TIME WARNER CABLE ENTERPRISES LLC 01 - FIBER INTERNET @ SHERIFF'S OFFICE 02 - FIBER INTERNET @ SVCS FACILITY	Status: I 12-560-420 12-540-420	Issued:11-28-2022 COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE	Changed:11-28-2022	Check-Amount: 1,078.09 488.09	1,566.18
126963	Payee: TIME WARNER CABLE ENTERPRISES LLC 01 - INTERNET @ AG BLDG 02 - FIBER INTERNET @ ANNEX 03 - EL EMS PHONE SVC 04 - JP#4 PHONE & INTERNET	Status: I 12-665-420 12-695-420 12-540-420 12-454-420	Issued:11-28-2022 COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE (DSL) COMMUNICATIONS EXPENSE COMMUNICATIONS EXPENSE	Changed:11-28-2022	Check-Amount: 130.68 854.46 39.99 170.44	1,195.57
126967	Payee: ANDRES CHADIS 01 - 2022 UNIFORM STIPEND	Status: I 12-540-491	Issued:11-28-2022 UNIFORMS	Changed:11-28-2022	Check-Amount: 289.03	289.03
126968	Payee: BANNER PRESS NEWSPAPER, INC. 01 - EXT OFFICE 12 MO SUBSCRIPTION/#970	Status: I 12-665-310	Issued:11-28-2022 SUPPLIES/EQUIPMENT UNDER \$500	Changed:11-28-2022	Check-Amount: 38.50	38.50
126969	Payee: BAUMGART AGENCY LLC 01 - DISTCLRK BOND TO 12-31-26/#72508914	Status: I 12-695-480	Issued:11-28-2022 BONDS	Changed:11-28-2022	Check-Amount: 1,278.35	1,278.35

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022 COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110 PAGE 8  
 TIME:07:36 AM OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022 PREPARER:0004

126970	Payee: BCC LANGUAGES LLC 01 - INTERPRETOR ON 11-7/INV#22923	Status: I Issued:11-28-2022 Changed:11-28-2022 12-435-479 INTERPRETORS	Check-Amount: 200.00 200.00
126971	Payee: BOUND TREE MEDICAL, LLC 01 - AMBULANCE SUPPLIES/INV#84758472	Status: I Issued:11-28-2022 Changed:11-28-2022 12-540-334 AMBULANCE SUPPLIES	Check-Amount: 217.28 217.28
126972	Payee: BROOKSIDE EQUIPMENT SALES, INC. 01 - MOTOR & SOLENOID/INV#1K15768	Status: I Issued:11-28-2022 Changed:11-28-2022 24-624-355 REPAIR MATERIALS	Check-Amount: 2,364.04 2,364.04
126973	Payee: BRYAN RADIOLOGY ASSOCIATES 01 - INMATE LABS/10-31&11-1/#BRA279028	Status: I Issued:11-28-2022 Changed:11-28-2022 12-645-467 MEDICAL, IHC	Check-Amount: 39.30 39.30
126974	Payee: CAPITAL ONE 01 - JAIL LIGHTBULB FOR FREEZER/TR#01017 02 - INMATE PRESCRIPTION/TR#09810 03 - BLEACH/TR#08427 04 - 6 ADAPTERS FOR XMAS DECOR/#TR04072 05 - INMATE PRESCRIPTIONS/#TR09865	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-340 JAIL SUPPLIES 12-565-405 PRISONER MEDICAL/MEDICINE 12-565-335 CLEANING SUPPLIES 12-510-395 MISCELLANEOUS SUPPLIES 12-565-405 PRISONER MEDICAL/MEDICINE	Check-Amount: 920.85 5.38 398.85 62.46 18.86 435.30
126975	Payee: CARING TRANSPORTS, LLC 01 - REMOVE & DELIVER (2)BODIES/INV#1257	Status: I Issued:11-28-2022 Changed:11-28-2022 12-640-445 AUTOPSIES	Check-Amount: 435.00 435.00
126976	Payee: CAVENDER FORD 01 - AMBULANCE MOULDING/INV#209144	Status: I Issued:11-28-2022 Changed:11-28-2022 12-540-454 REPAIRS TO AMB/EQUIPMENT	Check-Amount: 232.47 232.47
126977	Payee: CDW GOVERNMENT 01 - 23 PANASONIC TOUGHBOOKS/INV#DW92037	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-532 EQUIPMENT OVER \$500	Check-Amount: 71,889.26 71,889.26
126978	Payee: CHUCK BROWN FORD 01 - OIL CHANGE/INV#190812	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 49.58 49.58
126979	Payee: CINTAS CORPORATION 01 - UNIFORMS/INV#4136896608,4137491913 02 - SHOP SPLS/INV#4136896608,4137491913	Status: I Issued:11-28-2022 Changed:11-28-2022 22-622-491 UNIFORMS 22-622-325 SHOP SUPPLIES	Check-Amount: 207.48 160.94 46.54
126980	Payee: CLINICAL SOLUTIONS PHARMACY 01 - SEPT INMATE MEDICINE/INV#72688 02 - SEPT INMATE MEDICINE/INV#72688 03 - SEPT INMATE MEDICINE/INV#72688 04 - SEPT INMATE MEDICINE/INV#72688 05 - SEPT INMATE MEDICINE/INV#72688 06 - SEPT INMATE MEDICINE/INV#72688 07 - SEPT INMATE MEDICINE/INV#72688 08 - SEPT INMATE MEDICINE/INV#72688 09 - SEPT INMATE MEDICINE/INV#72688 10 - SEPT INMATE MEDICINE/INV#72688 11 - SEPT INMATE MEDICINE/INV#72688 12 - SEPT INMATE MEDICINE/INV#72688 13 - SEPT INMATE MEDICINE/INV#72688 14 - SEPT INMATE MEDICINE/INV#72688 15 - SEPT INMATE MEDICINE/INV#72688 16 - SEPT INMATE MEDICINE/INV#72688 17 - SEPT INMATE MEDICINE/INV#72688 18 - SEPT INMATE MEDICINE/INV#72688 19 - SEPT INMATE MEDICINE/INV#72688 20 - SEPT INMATE MEDICINE/INV#72688 21 - SEPT INMATE MEDICINE/INV#72688	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-405 PRISONER MEDICAL/MEDICINE	Check-Amount: 8,633.92 23.37 26.16 3,974.33 15.68 25.77 90.00 8.28 33.95 8.98 19.77 8.49 8.98 10.82 45.91 16.66 10.33 8.95 16.03 3,685.34 80.97 16.66



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

**December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 9  
PREPARER:0004

126980	Payee: CLINICAL SOLUTIONS PHARMACY	Status: I	Issued:11-28-2022	Changed:11-28-2022	Check-Amount:	8,633.92
	22 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			4.21
	23 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			443.10
	24 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			28.87
	25 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			22.31
126981	Payee: CLINICAL SOLUTIONS PHARMACY	Status: I	Issued:11-28-2022	Changed:11-28-2022	Check-Amount:	2,670.35
	01 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			26.72
	02 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			13.39
	03 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			20.27
	04 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			13.15
	05 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			8.98
	06 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			23.36
	07 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			11.16
	08 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			19.06
	09 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			52.69
	10 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			8.23
	11 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			13.09
	12 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			139.35
	13 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			31.41
	14 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			11.37
	15 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			22.55
	16 - SEPT INMATE MEDICINE/INV#72688	12-565-405	PRISONER MEDICAL/MEDICINE			75.28
	17 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			23.34
	18 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			16.68
	19 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			26.16
	20 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			21.33
	21 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			2,018.08
	22 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			11.71
	23 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			7.84
	24 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			13.13
	25 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			42.02
126982	Payee: CLINICAL SOLUTIONS PHARMACY	Status: I	Issued:11-28-2022	Changed:11-28-2022	Check-Amount:	3,226.92
	01 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			437.98
	02 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			19.77
	03 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			8.49
	04 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			19.01
	05 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			20.41
	06 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			10.82
	07 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			50.78
	08 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			27.79
	09 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			22.09
	10 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			23.77
	11 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			17.11
	12 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			35.77
	13 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			1,830.74
	14 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			8.49
	15 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			490.11
	16 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			11.37
	17 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			22.92
	18 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			13.39
	19 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			20.27
	20 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			55.07
	21 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			24.99
	22 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			8.98
	23 - OCT INMATE MEDICINE/INV#72824	12-565-405	PRISONER MEDICAL/MEDICINE			4.43



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

**December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 11  
PREPARER:0004

126996	Payee: DOUBLE "C" PEST CONTROL 02 - PEST CONTROL @ JP4/INV#33167	Status: I 12-510-495 PEST CONTROL	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 40.00	100.00
126997	Payee: DSS DRIVING SAFETY SERVICES, LLC 01 - PRE-EMPLOYMENT DRUG TEST 02 - NON-DOT DRUG TESTS 03 - DOT RANDOM DRUG TEST 04 - DOT RANDOM DRUG TEST	Status: I 12-540-417 DRUG & ALCOHOL TESTING 12-540-417 DRUG & ALCOHOL TESTING 21-621-417 CDL TESTING 24-624-417 CDL DRUG TESTING	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 95.00 170.00 75.00 75.00	415.00
126998	Payee: DWIGHT E. PESCHEL 01 - VISITING JUDGE EXPS/11-14 TO 11-16	Status: I 12-435-416 VISITING JUDGES EXPENSE	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 332.80	332.80
126999	Payee: EDWARD J. SEIFERT OIL CO. 01 - 5 GAL DEF/INV#65627 02 - DRUM 15W40/INV#65685	Status: I 22-622-330 FUEL & LUBRICANTS 22-622-330 FUEL & LUBRICANTS	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 35.00 1,396.00	1,431.00
127000	Payee: FP FINANCE PROGRAM 01 - MAIL MACHINE LEASE/INV#32829992	Status: I 12-695-311 POSTAGE & BOX RENT	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 177.00	177.00
127002	Payee: G&L WASTEWATER SERVICES 01 - CLEANOUT JAIL GREASE TRAP/INV#1813	Status: I 12-565-450 JAIL REPAIRS	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 781.25	781.25
127003	Payee: GREATAMERICA FINANCIAL SVCS 01 - COPIER LEASE PYMT/INV#32829991	Status: I 12-450-421 COPIER USAGE EXPENSE	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 120.40	120.40
127004	Payee: GT DISTRIBUTORS, INC. 01 - UNIFORM SHIRTS/INV#0010668	Status: I 12-560-491 EMPLOYEE UNIFORMS	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 185.97	185.97
127005	Payee: GULF COAST PAPER CO., INC. 01 - ROLL TOWELS,ROLL WIPER,TOILET PAPER 02 - CLEANING SUPPLIES/INV#2315569 03 - TRASH LINERS/INV#2312239	Status: I 12-510-395 MISCELLANEOUS SUPPLIES 12-510-335 CLEANING SUPPLIES 12-510-335 CLEANING SUPPLIES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 507.13 182.76 27.94	717.83
127006	Payee: HANJAK INDUSTRIES, LLC 01 - USED CUMMINS GENERATOR/INV#3004	Status: I 12-540-532 EQUIPMENT OVER \$500	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 2,500.00	2,500.00
127007	Payee: HAYS COUNTY TREASURER 01 - OCT SHORT-TERM JUV DET SVCS	Status: I 12-570-433 DETENTION SERVICES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 1,000.00	1,000.00
127008	Payee: HENRY SCHEIN INC. 01 - AMBULANCE SUPPLIES/INV#27634943	Status: I 12-540-334 AMBULANCE SUPPLIES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 272.45	272.45
127009	Payee: HLAVINKA EQUIPMENT COMPANY 01 - KITS/INV#1072529, 1072409	Status: I 24-624-355 REPAIR MATERIALS	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 509.96	509.96
127010	Payee: J & L AUTOMOTIVE, LLC 01 - VEHICLE INSPECTION/LP#1318071	Status: I 12-540-454 REPAIRS TO AMB/EQUIPMENT	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 7.00	7.00
127011	Payee: JA'SHAE CARTER 01 - LODGING & MEALS	Status: I 12-665-429 TRAVEL ALLOWANCE	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 146.89	146.89
127012	Payee: JOHNNY'S SPORT SHOP 01 - PCT3 AMMO FOR QUALIFYING/#54624	Status: I 45-553-427 CONTINUING EDUCATION EXPENSES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 215.55	215.55
127013	Payee: KIMBERLY MENKE 01 - REGION VII FALL CONFERENCE EXPS	Status: I 12-403-427 CONFERENCE/SEMINARS/DUES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 183.75	183.75
127014	Payee: KM&L, LLC 01 - INTERIM FIELD WORK FOR FY22 AUDIT	Status: I 12-695-401 ACCOUNTING/AUDITING FEES	Issued:11-28-2022 Changed:11-28-2022	Check-Amount: 25,000.00	25,000.00

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

**December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 12  
PREPARER:0004

127015	Payee: LABATT FOOD SERVICE 01 - INMATE FOOD ORDER/INV#11177559 02 - INMATE FOOD ORDER/INV#11145436 03 - INMATE FOOD ORDER/INV#11107846 04 - WEEKLY FOOD ORDER/11213266,11213267	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-333 FOOD FOR PRISONERS 12-565-333 FOOD FOR PRISONERS 12-565-333 FOOD FOR PRISONERS 12-565-333 FOOD FOR PRISONERS	Check-Amount: 11,117.25 1,441.60 2,236.77 2,500.52 4,938.36
127016	Payee: LARRY'S SUPER SERVICE 01 - 1 TRACTOR & 2 TRUCK TIRES	Status: I Issued:11-28-2022 Changed:11-28-2022 21-621-354 BATTERIES, TIRES & TUBES	Check-Amount: 1,863.70 1,863.70
127017	Payee: LESTER FOSTER 01 - 6 COYOTE BOUNTIES	Status: I Issued:11-28-2022 Changed:11-28-2022 12-695-442 BOUNTIES	Check-Amount: 60.00 60.00
127018	Payee: LINDE GAS & EQUIPMENT INC. 01 - ACETYLENE/INV#32348616	Status: I Issued:11-28-2022 Changed:11-28-2022 21-621-325 SHOP SUPPLIES	Check-Amount: 57.09 57.09
127019	Payee: M-G FARM SERVICE CENTER 01 - BOLTS & ROPE/CUST#3310 02 - CHAIN FOR SHREDDERS/CUST#3310 03 - BRAKE CLEANER/CUST#3310	Status: I Issued:11-28-2022 Changed:11-28-2022 22-622-355 REPAIR MATERIALS 22-622-355 REPAIR MATERIALS 22-622-325 SHOP SUPPLIES	Check-Amount: 54.52 7.73 39.80 6.99
127020	Payee: O'REILLY AUTO PARTS 01 - WIPER BLDS&FUEL CLEANR/ACCT#1269383	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 47.97 47.97
127021	Payee: ODP BUSINESS SOLUTIONS 01 - OFFICE CHAIR/INV#276259378001	Status: I Issued:11-28-2022 Changed:11-28-2022 12-475-410 CO/DIST ATTY OFFICE EXPENSES	Check-Amount: 329.99 329.99
127022	Payee: ON SITE DECALS, LLC 01 - GRAPHICS FOR 22 F350/INV#12977	Status: I Issued:11-28-2022 Changed:11-28-2022 12-540-575 MOTOR VEHICLE	Check-Amount: 4,150.00 4,150.00
127023	Payee: PERDUE, BRADON, FIELDER, COLDER & 01 - OCT DIST CLK DLQ ATTY FEES 02 - OCT CO CLK DLQ ATTY FEES	Status: I Issued:11-28-2022 Changed:11-28-2022 12-200-476 PERDUE-PRIVATE COLLECTIONS FEE 12-200-476 PERDUE-PRIVATE COLLECTIONS FEE	Check-Amount: 723.40 637.00 86.40
127024	Payee: PRESTIGE OFFICE PRODUCTS, LLC 01 - CO CLRK LABELS/INV#127960 02 - COPY PAPER & TONER/INV#127967 03 - OFFICE SUPP/INV#127981,127983 04 - COPY PAPER/INV#127981 05 - (2) PACKS STORGE BOXES/INV#128037 06 - OFFICE SPLS/#128058,128040,1745CM 07 - PENCILS & CALC ROLLS/INV #127334 08 - 8CS PAPER/INV#128065 09 - DVD's/INV#128042 10 - 2 PRINT CARTIDGES/INV#128047 11 - 4 DESK CALENDARS/INV#128014 12 - OFFICE SUPLS/#127984,127928,1746CM 13 - OFFICE SUPPLIES/INV#127990 14 - 3 DESK CALENDARS/INV#128114	Status: I Issued:11-28-2022 Changed:11-28-2022 12-403-310 SUPPLIES/EQUIPMENT UNDER \$500 12-454-310 SUPPLIES/EQUIPMENT UNDER \$500 12-400-310 SUPPLIES/EQUIPMENT UNDER \$500 12-695-331 COPIER SUPPLIES 12-495-310 SUPPLIES/EQUIPMENT UNDER \$500 12-495-310 SUPPLIES/EQUIPMENT UNDER \$500 12-495-310 SUPPLIES/EQUIPMENT UNDER \$500 12-695-331 COPIER SUPPLIES 12-560-310 SUPPLIES/EQUIPMENT UNDER \$500 12-555-310 SUPPLIES/EQUIP UNDER \$500 12-499-310 SUPPLIES/EQUIPMENT UNDER \$500 12-499-310 SUPPLIES/EQUIPMENT UNDER \$500 12-665-310 SUPPLIES/EQUIPMENT UNDER \$500 12-525-310 SUPPLIES/EQUIPMENT UNDER \$500	Check-Amount: 2,516.81 104.28 399.53 52.21 57.99 47.56 65.86 28.46 463.92 373.40 254.10 39.96 292.36 313.33 23.85
127025	Payee: QUADMED, INC. 01 - AMB SUPLS/#225898,225899,225857 & 02 - AMB SUPLS/#225648,225599,225587	Status: I Issued:11-28-2022 Changed:11-28-2022 12-540-334 AMBULANCE SUPPLIES 12-540-334 AMBULANCE SUPPLIES	Check-Amount: 1,195.95 996.34 199.61
127026	Payee: ROSENBAUM ELECTRIC, LLC 01 - (4) LED FIXTURES/INV#1115cccour 02 - INSTALL CHRISTMAS TREE/#1115cccour2	Status: I Issued:11-28-2022 Changed:11-28-2022 12-510-450 REPAIRS TO BLDGS 12-510-497 MISCELLANEOUS	Check-Amount: 1,123.60 388.60 735.00
127027	Payee: SCHNEIDER TIRE & LUBE LLC 01 - OIL CHANGE/INV#43907	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 215.92 53.98

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 13  
PREPARER:0004

127027	Payee: SCHNEIDER TIRE & LUBE LLC 02 - OIL CHANGE/INV#44023 03 - OIL CHANGE/INV#43969 04 - OIL CHANGE/INV#44109	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 215.92 53.98 53.98 53.98
127028	Payee: SCOTT-MERRIMAN, INC. 01 - 1,000 VOTER REG. CARDS/INV#70736	Status: I Issued:11-28-2022 Changed:11-28-2022 12-410-425 VOTER REGISTRATION EXPENSES	Check-Amount: 547.00 547.00
127029	Payee: SEALY DENISTRY - SEALY PLLC 01 - INMATE TOOTH EXTRACTION 10-14-22	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-405 PRISONER MEDICAL/MEDICINE	Check-Amount: 431.00 431.00
127030	Payee: SHOPPA'S FARM SUPPLY, INC. 01 - BOLTS FOR SHREDDERS/INV#1542033	Status: I Issued:11-28-2022 Changed:11-28-2022 22-622-355 REPAIR MATERIALS	Check-Amount: 103.35 103.35
127031	Payee: STAVINOHAI TIRE PROS LLC 01 - (2) BATTERIES/INV#103421,103437	Status: I Issued:11-28-2022 Changed:11-28-2022 22-622-354 BATTERIES, TIRES & TUBES	Check-Amount: 418.20 418.20
127032	Payee: STREET FLEET MOBILITY, LLC 01 - CAMERA REMOVE & INSTALL/INV#0357	Status: I Issued:11-28-2022 Changed:11-28-2022 12-560-476 EMERGENCY EQUIP/DETAIL	Check-Amount: 2,600.00 2,600.00
127033	Payee: TEJAS HEALTH CARE 01 - PRE-EMPLYMT DRUG SCREEN/#17159	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-417 REQUIRED TESTING & DRUG TESTING	Check-Amount: 294.00 294.00
127034	Payee: TEXAS PARKS AND WILDLIFE DEPARTMENT 01 - TPW FINE/CASE#220108/A8447404	Status: I Issued:11-28-2022 Changed:11-28-2022 12-100-411 JUSTICE OF PEACE PCT. #1	Check-Amount: 127.50 127.50
127035	Payee: THE PHARMACY SHOP OF WEIMAR 01 - INMATE PRESCRIPTION/10-4/#103122	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-405 PRISONER MEDICAL/MEDICINE	Check-Amount: 4.80 4.80
127036	Payee: THOMSON REUTERS - WEST 01 - REALEST CODE BK&CIVIL PROCEDURE BK	Status: I Issued:11-28-2022 Changed:11-28-2022 12-450-310 SUPPLIES/EQUIPMENT UNDER \$500	Check-Amount: 412.00 412.00
127037	Payee: TOEPPERWEIN AIR-CONDITIONING 01 - REPAIR JAIL FREEZER/INV#15700 02 - JAIL BATHROOM EXH FANS/INV#15701	Status: I Issued:11-28-2022 Changed:11-28-2022 12-565-450 JAIL REPAIRS 12-565-450 JAIL REPAIRS	Check-Amount: 2,814.38 2,109.58 704.80
127038	Payee: TRAFCO INDUSTRIES INC. 01 - 20 SAFETY CONES/INV#52335	Status: I Issued:11-28-2022 Changed:11-28-2022 22-622-326 SAFETY/FIRST AID SUPPLIES	Check-Amount: 570.00 570.00
127039	Payee: TRAVIS COUNTY MEDICAL EXAMINER 01 - AUTOPSY/INV#3300006442 02 - AUTOPSY/INV#3300006457	Status: I Issued:11-28-2022 Changed:11-28-2022 12-640-445 AUTOPSIES 12-640-445 AUTOPSIES	Check-Amount: 6,870.00 3,435.00 3,435.00
127040	Payee: TREHOUSE EMBROIDERY 01 - (20) UNIFORM SHIRTS/INV#3024 02 - EMC UNIFORMS AND CAPS/INV#2702	Status: I Issued:11-28-2022 Changed:11-28-2022 12-540-491 UNIFORMS 12-530-310 SUPPLIES/EQUIPMENT UNDER \$500	Check-Amount: 543.75 300.00 243.75
127041	Payee: TRI-COUNTY PETROLEUM, INC. 01 - 55 GAL 30W OIL/INV#105395 02 - 55GAL DRUM HYD FLUID/INV#105621	Status: I Issued:11-28-2022 Changed:11-28-2022 21-621-330 FUEL & LUBRICANTS 24-624-330 FUEL & LUBRICANTS	Check-Amount: 1,694.00 1,036.75 657.25
127042	Payee: VALERIE HARMON 01 - REIMB FOR TEA FOR JURORS	Status: I Issued:11-28-2022 Changed:11-28-2022 12-435-485 JUROR EXPENSE	Check-Amount: 3.48 3.48
127043	Payee: VANGUARD TRUCK CENTERS 01 - SCREWS & ORING KIT/INV#X1050024691	Status: I Issued:11-28-2022 Changed:11-28-2022 24-624-355 REPAIR MATERIALS	Check-Amount: 65.33 65.33
127044	Payee: WEIMAR MERCURY 01 - PUBLIC TEST&PUBLIC NOTICE ADS/#4496	Status: I Issued:11-28-2022 Changed:11-28-2022 12-410-431 PUBLICATIONS	Check-Amount: 267.76 267.76

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

**December 12, 2022**

12-01-2022  
TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 14  
PREPARER:0004

127045	Payee: WHARTON TRACTOR COMPANY 01 - FRONT & REAR SKIDS/INV#40761W	Status: I Issued:11-28-2022 Changed:11-28-2022 24-624-355 REPAIR MATERIALS	Check-Amount: 435.56 435.56
127046	Payee: YOUENS AND DUCHICELA CLINIC 01 - OFFICE VISIT/11-1/#SUDGAB0001	Status: I Issued:11-28-2022 Changed:11-28-2022 12-645-467 MEDICAL, IHC	Check-Amount: 47.68 47.68
127048	Payee: CHASE CARD SERVICES 01 - VSO CELL PHONE 02 - ZOOM MONTHLY CHANGES 03 - 12' CHRISTMAS TREE FOR COURTHOUSE 04 - (3) 12/24V FRIDGE/FREEZERS 05 - INSURANCE ON (3) FRIDGE/FREEZERS 06 - NOTARY BONDS & FEES FOR ALYSSA L. 07 - EMS BACKGROUND CHECKS	Status: I Issued:11-29-2022 Changed:11-29-2022 12-585-420 COMMUNICATIONS EXPENSE 12-400-310 SUPPLIES/EQUIPMENT UNDER \$500 12-510-395 MISCELLANEOUS SUPPLIES 12-540-532 EQUIPMENT OVER \$500 12-540-310 SUPPLIES/EQUIPMENT UNDER \$500 12-695-480 BONDS 12-540-417 DRUG & ALCOHOL TESTING	Check-Amount: 3,235.28 14.00 191.97 614.94 2,249.97 46.13 114.95 3.32
127049	Payee: XEROX FINANCIAL SERVICES 01 - XEROX COPIER LEASE/INV#3614550	Status: I Issued:11-29-2022 Changed:11-29-2022 12-560-421 COPIER USAGE/MAINT EXPENSE	Check-Amount: 269.72 269.72
127050	Payee: XEROX FINANCIAL SERVICES 01 - XEROX LEASE PYMT/INV#3612098	Status: I Issued:11-29-2022 Changed:11-29-2022 12-410-421 COPIER LEASE EXPENSE	Check-Amount: 202.50 202.50
127051	Payee: XEROX FINANCIAL SERVICES 01 - XEROX LEASE PYMT/CUST#31532 02 - XEROX LEASE PYMT/CUST#31532 03 - XEROX LEASE PYMT/CUST#31532 04 - XEROX LEASE PYMT/CUST#31532 05 - XEROX LEASE PYMT/CUST#31532 06 - XEROX LEASE PYMT/CUST#31532 07 - XEROX LEASE PYMT/CUST#31532 08 - XEROX LEASE PYMT/CUST#31532	Status: I Issued:11-29-2022 Changed:11-29-2022 12-451-421 XEROX USAGE EXPENSE 12-452-421 COPIER LEASE/USAGE EXPENSE 12-453-421 XEROX USAGE EXPENSE 12-495-421 XEROX COPIER USAGE/MAINT EXP 12-540-421 XEROX LEASE PAYMENT 12-565-421 COPIER LEASE 12-475-410 CO/DIST ATTY OFFICE EXPENSES 12-665-421 XEROX EXPENSE	Check-Amount: 1,677.77 125.00 125.00 125.00 125.00 150.00 250.00 300.00 477.77
127052	Payee: AT&T MOBILITY 01 - OCT FIRSTNET CELL PHONES 02 - OCT FIRSTNET CELL PHONES 03 - OCT FIRSTNET CELL PHONES 04 - OCT FIRSTNET CELL PHONES 05 - OCT FIRSTNET CELL PHONES	Status: I Issued:11-29-2022 Changed:11-29-2022 12-560-420 COMMUNICATIONS EXPENSE 12-680-420 MOBILE PHONE EXPENSE 12-540-420 COMMUNICATIONS EXPENSE 12-585-420 COMMUNICATIONS EXPENSE 12-452-420 COMMUNICATIONS EXPENSE	Check-Amount: 1,659.46 1,011.94 205.19 311.23 91.81 39.29
127053	Payee: AT&T MOBILITY 01 - CELLULAR SVC/ACCT# 826484935 02 - CELLULAR SVC/ACCT# 826484935	Status: I Issued:11-29-2022 Changed:11-29-2022 12-530-420 COMMUNICATIONS EXPENSE 12-552-420 COMMUNICATIONS EXPENSE	Check-Amount: 99.13 49.57 49.56
127054	Payee: AT&T MOBILITY 01 - CELLULAR SVC/ACCT#826401607 02 - CELLULAR SVC/ACCT#826401607 03 - CELLULAR SVC/ACCT#826401607	Status: I Issued:11-29-2022 Changed:11-29-2022 12-530-420 COMMUNICATIONS EXPENSE 12-475-410 CO/DIST ATTY OFFICE EXPENSES 12-400-420 COMMUNICATIONS EXPENSE	Check-Amount: 311.18 56.57 215.24 39.37

**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 December 12, 2022**

12-01-2022  
 TIME:07:36 AM

COMPLETE CHECK FILE LISTING - ACCOUNT - 0010-0110  
 OUTSTANDING CHECKS AS OF NOVEMBER 30, 2022

PAGE 15  
 PREPARER:0004

UN-POSTED CHECKS	0	0.00
CHECKS ISSUED	219	226,207.19
CHECKS CASHED	0	0.00
VOID CHECKS	0	0.00
<b>TOTAL</b>	<b>219</b>	<b>226,207.19</b>

15,469,421.48 +  
 INT 59,034.04 +  
 95cks 226,207.19 +  
 15,754,662.71 \*  
            
 15,750,206.07 +  
 JPH 9/3 dep 108.00 +  
 JPH 9/3 dep 1,630.73 +  
 9/3 dep 2,717.91 +  
 15,754,662.71 \*

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

**December 12, 2022**

12-01-2022 CHECK REGISTER - SINGLE LINE PAGE 1  
 TIME:07:39 AM OUTSTANDING CHECKS AS OF NOV. 28, 2022 PREPARER:0004

CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000118165	MENSIK, JAMES E	I	07-29-2022	07-29-2022	137.14
0000118848	KUBESCH, DARRELL	I	09-30-2022	09-30-2022	2,152.77
0000118887	LOWRANCE, NANCEE	I	09-30-2022	09-30-2022	2,156.06
0000119043	KUBESCH, DARRELL	I	10-14-2022	10-14-2022	2,123.09
0000119082	LOWRANCE, NANCEE	I	10-14-2022	10-14-2022	2,156.06
0000119231	KUBESCH, DARRELL	I	10-28-2022	10-28-2022	2,152.77
0000119269	LOWRANCE, NANCEE	I	10-28-2022	10-28-2022	2,156.06
0000119419	KUBESCH, DARRELL	I	11-15-2022	11-15-2022	2,123.09
0000119466	LOWRANCE, NANCEE	I	11-15-2022	11-15-2022	2,156.06
0000119501	HOOTEN, MATTHEW	I	11-15-2022	11-15-2022	158.48
0000119510	MENSIK, JAMES E	I	11-15-2022	11-15-2022	88.42
0000119616	KUBESCH, DARRELL	I	11-30-2022	11-30-2022	2,152.77
0000119618	WESSELS, DOUGLAS R	I	11-30-2022	11-30-2022	1,986.94
0000119624	BECERRA, AMBER	I	11-30-2022	11-30-2022	80.00
0000119625	BOLTON, MARY ELLEN	I	11-30-2022	11-30-2022	100.00
0000119626	BRADEN, DEBORAH	I	11-30-2022	11-30-2022	140.00
0000119627	CHARVAT, LORRI	I	11-30-2022	11-30-2022	140.00
0000119628	DORSEY, LAURA	I	11-30-2022	11-30-2022	50.00
0000119629	FLEMING, KATHLEEN M	I	11-30-2022	11-30-2022	185.00
0000119630	FORE, GREG	I	11-30-2022	11-30-2022	185.00
0000119632	GLAISER, BETSY	I	11-30-2022	11-30-2022	168.53
0000119633	GOHLKE, DAVID	I	11-30-2022	11-30-2022	185.00
0000119634	GOHLKE, ELVIRA	I	11-30-2022	11-30-2022	140.00
0000119635	GOODWIN, PATSYE	I	11-30-2022	11-30-2022	140.00
0000119636	HURST, KATHY	I	11-30-2022	11-30-2022	90.00
0000119637	JAMES, BILLINGS	I	11-30-2022	11-30-2022	80.00
0000119638	KAHN, WILLIAM	I	11-30-2022	11-30-2022	130.00
0000119639	KELLEY, VICKIE	I	11-30-2022	11-30-2022	135.00
0000119640	KLOPF, JONATHON	I	11-30-2022	11-30-2022	129.29
0000119641	KOVAR, THRESA	I	11-30-2022	11-30-2022	60.00
0000119642	KULHANEK, LAURA	I	11-30-2022	11-30-2022	140.00
0000119644	LEFFERD, SHARISE	I	11-30-2022	11-30-2022	42.50
0000119645	MAY, ELLEN	I	11-30-2022	11-30-2022	140.00
0000119646	MAY, HEIDI	I	11-30-2022	11-30-2022	165.00
0000119649	NEISNER, LURLYN	I	11-30-2022	11-30-2022	135.00
0000119650	NEUENDORFF, TAMALYN	I	11-30-2022	11-30-2022	185.00
0000119651	NOSKA, CAROL	I	11-30-2022	11-30-2022	140.00
0000119652	NOVOSAD, CHARLIE	I	11-30-2022	11-30-2022	130.00
0000119653	ORANGE, EVELYN	I	11-30-2022	11-30-2022	140.00
0000119654	PEACH, MARY ANN	I	11-30-2022	11-30-2022	129.29
0000119655	PENNEY, CYNTHIA	I	11-30-2022	11-30-2022	137.50
0000119656	PETERS, SHERI	I	11-30-2022	11-30-2022	70.00
0000119658	PUSTEJOVSKY, DONNA	I	11-30-2022	11-30-2022	185.00
0000119659	ROBB, RICHARD	I	11-30-2022	11-30-2022	140.00
0000119660	ROSENBAUM, BILLIE	I	11-30-2022	11-30-2022	60.00
0000119661	STATON, SANDRA	I	11-30-2022	11-30-2022	90.00
0000119662	STEIN, GAYNELLE	I	11-30-2022	11-30-2022	140.00
0000119664	TOWNZEN, SUSAN	I	11-30-2022	11-30-2022	190.00
0000119666	VALENTA, JAQUELINE	I	11-30-2022	11-30-2022	40.00
0000119668	VINCENT, KIM	I	11-30-2022	11-30-2022	140.00
0000119669	WEBB, WANDA	I	11-30-2022	11-30-2022	126.98
0000119670	WENDT, RANDY	I	11-30-2022	11-30-2022	140.00
0000119687	TRUCHARD, FRANCIS J	I	11-30-2022	11-30-2022	845.35
0000119699	LOWRANCE, NANCEE	I	11-30-2022	11-30-2022	2,156.06
0000119735	HOOTEN, MATTHEW	I	11-30-2022	11-30-2022	137.14
0000119746	MENSIK, JAMES E	I	11-30-2022	11-30-2022	880.23
0000119762	STANCIK, DARRELL	I	11-30-2022	11-30-2022	403.19
0000119766	BITTNER, KESLIE	I	11-30-2022	11-30-2022	1,406.69



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

12-01-2022 CHECK REGISTER - SINGLE LINE PAGE 2  
 TIME:07:39 AM OUTSTANDING CHECKS AS OF NOV. 28, 2022 PREPARER:0004

CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000119786	SANJUAN, RACHEL	I	11-30-2022	11-30-2022	1,330.76
0000119822	KLOESEL, GREGORY J	I	11-30-2022	11-30-2022	1,367.87
0000119825	HATTERMANN, KEVIN	I	11-30-2022	11-30-2022	1,393.87
0000119826	HEGER, MARK	I	11-30-2022	11-30-2022	1,448.95
0000119834	SOCHA, ROBERT J	I	11-30-2022	11-30-2022	1,718.26
0000119842	MOLINA, RAMON	I	11-30-2022	11-30-2022	1,794.73
0000119847	JONES, JONITRESS	I	11-30-2022	11-30-2022	1,059.99
REPORT TOTALS		65			42,586.89

#7392  
 16.24 +  
 #7483  
 3.10 +  
 #7492  
 174,963.77 +  
 #7489  
 18.00 +  
 #7490  
 1,135.00 +  
 #7491  
 39.75 +  
 #7488  
 15.00 +  
 176,190.86 = 0  
 TX LIFE 961.84 +  
 TX LIFE 961.84 +  
 TRANSAMERICA 246.62 +  
 AFLAC 5,287.32 +  
 TDES 141,156.73 +  
 IRS 79,444.57 +  
 Globe Life 795.57 +  
 VOYA 822.50 +  
 PIR 95 42,586.89 +  
 95 cks 448,454.74 \*  
 18,900.26 +  
 INT 920.47 +  
 95 cks 448,454.74 +  
 468,275.47 \*

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

**December 12, 2022**

\_18. Affidavit approving County Treasurer's Monthly Report for November 2022.

**Motion by Judge Prause to approve the Affidavit approving County Treasurer's  
Monthly Report for November 2022; seconded by Commissioner Kubesch; 5 ayes 0 nays;  
it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

COMMISSIONERS COURT  
COUNTY OF COLORADO

---

**AFFIDAVIT**

COUNTY TREASURER'S MONTHLY REPORT FOR  
NOVEMBER 30, 2022

---

**WHEREAS**, in accordance with Texas Local Gov't Code, §114.026(c) we, the undersigned, hereby certify and approve to the best of our knowledge and belief, that the attached information is a true and complete list of all amounts received and paid from each fund since the County Treasurer's preceding report, and any balance remaining in the Treasurer's custody.

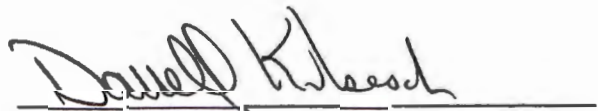
**THEREFORE**, the amount of cash and other assets stated in the County Treasurer's Monthly Report for NOVEMBER 30, 2022, is \$20,208,633.44.

  
\_\_\_\_\_  
Joyce Guthmann, County Treasurer


Approved this 12th of December 2022.

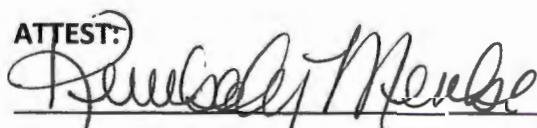
  
\_\_\_\_\_  
Ty Prause, County Judge

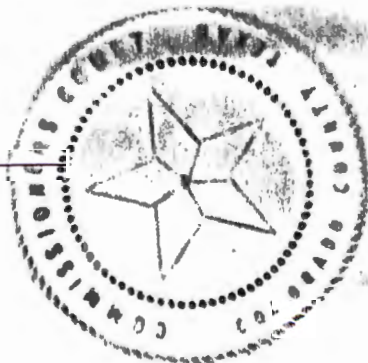
  
\_\_\_\_\_  
Doug Wessels, Commissioner, Pct. 1

  
\_\_\_\_\_  
Darrell Kubesch, Commissioner, Pct. 2

  
\_\_\_\_\_  
Keith Neuendorff, Commissioner, Pct. 3

  
\_\_\_\_\_  
Darrell Gertson, Commissioner, Pct. 4

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



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

**December 12, 2022**

COLORADO COUNTY  
AFFIDAVIT SUMMARY  
NOVEMBER 30, 2022

BOOK BALANCE as of 11/30/2022	\$	20,132,146.95
OUTSTANDING CHECKS		674,661.93
OUTSTANDING DEPOSITS NOT RECORDED		
ADJUSTMENTS		(4,456.64)
INTEREST		76,486.49
		<hr/>
BANK BALANCE as of 11/30/2022	\$	20,878,838.73
BANK BALANCE as of 11/30/2022	\$	20,878,838.73
LESS OUTSTANDING CHECKS		674,661.93
PLUS OUTSTANDING DEPOSIT ADJUSTMENTS		4,456.64
		<hr/>
ADJUSTED BANK BALANCE as of 11/30/2022	\$	<u><u>20,208,633.44</u></u>
BOOK BALANCE as of 11/30/2022	\$	20,132,146.95
INTEREST		76,486.49
OUTSTANDING DEPOSITS ADJUSTMENTS		-
NOT RECORDED		-
		<hr/>
ADJUSTED BOOK BALANCE as of 11/30/2022	\$	<u><u>20,208,633.44</u></u>

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

COLORADO COUNTY TREASURER'S								
RECONCILIATION REPORT								
NOVEMBER 30, 2022								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 7,953,250.10	\$ 214,352.01	\$ (4,456.64)		\$ -	\$ 30,566.02	\$ 8,193,711.49
13-010-100	RECORDS PRESERVATION	\$ 791,226.57	\$ -				\$ 3,019.46	\$ 794,246.03
14-010-100	AIRPORT FUND	\$ 102,472.65	\$ -				\$ 391.05	\$ 102,863.70
21-010-100	R & B - PCT. #1	\$ 1,472,738.34	\$ 3,032.54				\$ 5,620.23	\$ 1,481,391.11
22-010-100	R & B - PCT. #2	\$ 1,034,848.32	\$ 4,113.70				\$ 3,949.16	\$ 1,042,911.18
23-010-100	R & B - PCT. #3	\$ 1,647,909.73	\$ -				\$ 6,288.71	\$ 1,654,198.44
24-010-100	R & B - PCT.#4	\$ 1,980,755.63	\$ 4,493.39				\$ 7,558.91	\$ 1,992,807.93
31-010-100	ELECTION FUND	\$ 17,709.60	\$ -				\$ 67.58	\$ 17,777.18
32-010-100	HAVA CARES ACT	\$ 23,370.41	\$ -				\$ 89.19	\$ 23,459.60
45-010-100	LEOSE FUND	\$ 26,864.29	\$ 215.55				\$ 102.52	\$ 27,182.36
50-010-100	SECURITY FUND	\$ 59,896.39	\$ -				\$ 228.58	\$ 60,124.97
55-010-100	LAW LIBRARY	\$ 139,689.68	\$ -				\$ -	\$ 139,689.68
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 14,179.73	\$ -				\$ 54.11	\$ 14,233.84
62-010-100	CO & DIST COURT TECH FUND	\$ 32,687.43	\$ -				\$ 124.74	\$ 32,812.17
65-010-100	HISTORICAL COMMISSION	\$ 5,885.38	\$ -				\$ -	\$ 5,885.38
70-010-100	CAPITAL PROJECTS FUND	\$ -	\$ -				\$ -	\$ -
75-010-100	INTEREST & SINKING	\$ 153,116.00	\$ -				\$ 973.78	\$ 154,089.78
80-010-100	HOT CHECK FUND	\$ 12,821.23	\$ -				\$ -	\$ 12,821.23
	<b>GROUP TOTAL</b>	<b>\$ 15,469,421.48</b>	<b>\$ 226,207.19</b>	<b>\$ (4,456.64)</b>		<b>\$ -</b>	<b>\$ 59,034.04</b>	<b>\$ 15,750,206.07</b>
90-010-120	PAYROLL	\$ 18,900.26	\$ 448,454.74				\$ 920.47	\$ 468,275.47
15-010-150	FORFEITURE FUND - SHERIFF	\$ 49,644.51					\$ 179.12	\$ 49,823.63
16-010-160	AMERICAN RESUE PLAN	\$ 4,235,826.19					\$ 15,112.50	\$ 4,250,938.69
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 299,613.56	\$ -				\$ 1,069.92	\$ 300,683.48
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 47,771.80	\$ -				\$ 170.44	\$ 47,942.24
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 10,969.15	\$ -				\$ -	\$ 10,969.15
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	<b>REPORT TOTAL</b>	<b>\$ 20,132,146.95</b>	<b>\$ 674,661.93</b>	<b>\$ (4,456.64)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 76,486.49</b>	<b>\$ 20,878,838.73</b>

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

**December 12, 2022**

\_19. Examine and approve all accounts payable and budget amendments.

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

**(See Attachment)**



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

**December 12, 2022**

12/09/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2  
 TIME:05:27 PM CLAIMS FOR PAYMENT AS OF DECEMBER 12, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VERIZON WIRELESS	237448	A	MOBLE BROADBAND/ACCT722356764-00001	455.88
	XEROX FINANCIAL SERVICES	237264	R	XEROX LEASE PYMT/INV#3612098	202.50
	DEPARTMENT TOTAL				1,736.58
0426-COUNTY COURT					
	URSULA S. STEPHENS	237441	A	INTERPRETER SVCS ON 11/2 & 11/30	400.00
	DEPARTMENT TOTAL				400.00
0428-PUBLIC DEFENDER					
	AT&T	237324	A	NOV PHONE SVC/ACCT#718 A80-62356928	99.27
	AT&T LONG DISTANCE	237290	A	NOV LONG DISTANCE/BAN:858540623	4.46
	RELX INC.	237427	A	NOV ONLINE SUBSCRIPTION/422LRRVBR	118.84
	DEPARTMENT TOTAL				222.57
0434-2ND 25TH JUDICIAL DISTRICT					
	LORI SCHMID	237514	A	SEPT - DEC MILEAGE	625.00
	DEPARTMENT TOTAL				625.00
0435-DISTRICT COURT					
	BCC LANGUAGES LLC	237469	A	INTERPRETER SVCS ON 11-28/INV#22974	200.00
	CATHERINE J TORRES	237476	A	INTERPRETER ON 12-5/INV#2485	650.00
	HARRIS COUNTS ACCOUNTS RECEIVABLE	237399	A	FY22 APPELLATE COURT REIMB/#0010635	2,731.00
	HARRIS COUNTS ACCOUNTS RECEIVABLE	237400	A	FY21 APPELLATE COURT REIMB/#0007992	2,414.00
	DEPARTMENT TOTAL				5,995.00
0450-DISTRICT CLERK					
	AT&T	237321	A	NOV PHONE SVC/ACCT#718 A80-62356928	46.98
	AT&T LONG DISTANCE	237292	A	NOV LONG DISTANCE/BAN:858540623	0.37
	CAPITAL ONE	237346	A	DEHUMIDIFER FOR DIST CLRK/TR#07310	249.00
	DEWITT POTH AND SON	237381	A	DIST CLRK COPIER MAINT/INV#699032-0	33.00
	DEWITT POTH AND SON	237383	A	DIST CLRK COPIER MAINT/INV#699030-0	81.17
	SCHULENBURG PRINTING	237531	A	DIST CLRK LETTERHEAD&ENVL/#794147-0	263.41
	DEPARTMENT TOTAL				673.93
0451-JUSTICE OF THE PEACE #1					
	AT&T	237320	A	NOV PHONE SVC/ACCT#718 A80-62356928	96.12
	AT&T LONG DISTANCE	237303	A	NOV LONG DISTANCE/BAN:858540623	6.05
	DAWN FIKE	237490	A	1-4 TO 5-10-22 MILEAGE	14.86
	DAWN FIKE	237491	A	7-12 TO 11-15-22 MILEAGE	10.00
	PRESTIGE OFFICE PRODUCTS, LLC	237417	A	OFFICE SUPPLIES/INV#128183	22.73
	PRESTIGE OFFICE PRODUCTS, LLC	237629	A	OFFICE SUPPLIES/INV#128228	321.48
	TERESA M THOMAS	237533	A	MILEAGE 1/13 TO 6/22	11.42
	TERESA M THOMAS	237534	A	MILEAGE 8/9 TO 11/15	15.50
	XEROX FINANCIAL SERVICES	237265	R	XEROX LEASE PYMT/CUST#31532	125.00
	DEPARTMENT TOTAL				623.16
0452-JUSTICE OF THE PEACE #2					
	AQUA BEVERAGE COMPANY	237286	A	COOLER RENT & WATER/ACCT#012681	27.75
	AT&T MOBILITY	237282	R	OCT FIRSTNET CELL PHONES	39.29
	BOE REEVES	237342	A	NOV 21 - 29 MILEAGE	70.00
	COLORADO VALLEY TELEPHONE CO	237367	A	JP#2 PHONE & INTERNET/ACCT#124300	228.14
	KATHLEEN KLOESEL	237405	A	OCT MILEAGE TO DELIVER REPORTS	19.63
	XEROX FINANCIAL SERVICES	237266	R	XEROX LEASE PYMT/CUST#31532	125.00
	DEPARTMENT TOTAL				509.81
0453-JUSTICE OF THE PEACE #3					
	AQUA BEVERAGE COMPANY	237287	A	COOLER RENT & WATER/ACCT#013805	25.75













**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 December 12, 2022**

12/09/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0013 RECORDS PRESERVATION FUND      CYCLE: ALL      PAGE 8  
 TIME:05:27 PM      CLAIMS FOR PAYMENT AS OF DECEMBER 12, 2022      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0613-RECORDS PRESERVATION				
KOFILE	237510	A	DEED RECORDS 1-25&A-2/INV#KT-009095	73,640.71
DEPARTMENT TOTAL				73,640.71
FUND TOTAL				73,640.71

12/09/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND      CYCLE: ALL      PAGE 9  
 TIME:05:27 PM      CLAIMS FOR PAYMENT AS OF DECEMBER 12, 2022      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
AT&T	237318	A	NOV PHONE SVC/ACCT#718 A80-62356928	49.95
AT&T	237333	A	NOV PHONE SVC/ACCT#718 A80-62356928	43.77
SAN BERNARD ELECTRIC COOP, INC.	237430	A	AIRPORT ELECT TO 11-19/ACCT#1060800	205.69
DEPARTMENT TOTAL				299.41
FUND TOTAL				299.41

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

**December 12, 2022**

12/09/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1  
 TIME:05:27 PM CLAIMS FOR PAYMENT AS OF DECEMBER 12, 2022 CYCLE: ALL PAGE 10  
 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0621-R&amp;B #1 TOTAL DISBURSEMNTS</b>				
A-LINE AUTO PARTS	237547	A	PARTS/CUST#45768	171.23
A-LINE AUTO PARTS	237548	A	OIL/CUST#45768	47.40
A-LINE AUTO PARTS	237549	A	SHOP SUPPLIES/CUST#45768	71.52
AT&T	237311	A	NOV PHONE SVC/ACCT#718 A80-62356928	43.77
AT&T LONG DISTANCE	237308	A	NOV LONG DISTANCE/BAN:858540623	6.21
COLORADO CO TAX ASSESSOR/COLLECTOR	237568	A	3 VEHICLE RENEWS/LP1033244,1318054,	22.50
COLUMBUS AUTO SUPPLY	237485	A	BATTERIES/INV#136302, 136319	524.85
COLUMBUS AUTO SUPPLY	237486	A	PARTS/INV#136302, 136319	24.99
COLUMBUS BEARING & INDUST	237570	A	RESTOCK FEE/CUST#201425	168.52
COLUMBUS BEARING & INDUST	237603	A	PARTS/CUST#201425	290.53
J & W FARM AND RANCH	237499	A	HYD HOSE/ACCT#750/INV#142233	29.97
J & W PARTS	237503	A	PARTS/ACCT#1430	2,308.23
J & W PARTS	237504	A	TOOLS/ACCT#1430	88.41
J & W PARTS	237505	A	SHOP SUPPLIES/ACCT#1430	47.54
J & W PARTS	237506	A	BATTERIES/ACCT#1430	215.98
MUSTANG CAT	237585	A	PARTS/INV#PART6118168	343.60
NADA GARAGE & SERVICE STATION	237586	A	3 INSPECTIONS/INV#252615	21.00
OLDCASTLE APG, INC.	237525	A	280 BAGS PORTLAND CEMENT/#171489505	3,371.60
ROCK ISLAND WATER SUPPLY CORP.	237527	A	PCT1 WATER THRU 11-30/ACCT#14	31.00
SAN BERNARD ELECTRIC COOPERATIVE	237529	A	PCT1 BARN ELECTRICITY TO 11-26	143.00
SCT BROADBAND	237434	A	PCT#1 INTERNET/ACCT#1869	50.00
TEXAS DISPOSAL SYSTEMS, INC.	237536	A	PCT1 TRASH SVC/INV#6963950	191.25
TRI-COUNTY PETROLEUM, INC.	237540	A	OIL & DEF FLUID/INV#105572	306.00
TRI-COUNTY PETROLEUM, INC.	237541	A	900 D DIES,250 DIES,360 GAS/#105608	5,330.54
VERIZON WIRELESS	237451	A	MOBLE BROADBAND/ACCT722356764-00001	75.98
WINDSHIELD EXPRESS	237545	A	MAINTAINER SIDEGLASS/INV#1009596	270.00
WINDSHIELD EXPRESS	237602	A	WINDSHIELD/INV#1009615	315.00
DEPARTMENT TOTAL				14,510.62
FUND TOTAL				14,510.62











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

**December 12, 2022**

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	VENDOR (Name and Address) <i>Bryan Radiology</i>					<b>PURCHASE ORDER</b> No. _____ Date <u>12</u> / <u>9</u> / <u>22</u> <small>Month Day Year</small>		
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
	Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
	Quantity	DESCRIPTION					Unit Price	Amount
	<i>Marta Nava 11-28-22</i>					<i>702</i>	<i>92</i>	
	<i>" " 11-28-22</i>					<i>254</i>	<i>00</i>	
DISTRIBUTION White-Auditor _____ Ink-Department _____								
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>			

**CONDITIONS AND INSTRUCTIONS**

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

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

**AUDITOR**

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	VENDOR (Name and Address) <i>Clinical Solutions</i>					<b>PURCHASE ORDER</b> No. _____ Date <u>12</u> / <u>8</u> / <u>22</u> <small>Month Day Year</small>		
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
	Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
	Quantity	DESCRIPTION					Unit Price	Amount
	<i>72960 prescriptions inmate</i>					<i>5964</i>	<i>27</i>	
DISTRIBUTION White-Auditor _____ Ink-Department _____								
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>			

**CONDITIONS AND INSTRUCTIONS**

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

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

**December 12, 2022**

<b>COLORADO COUNTY</b> 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	<b>VENDOR (Name and Address)</b> Prestige Office Products					<b>PURCHASE ORDER</b> No. _____ Date <u>12</u> / <u>9</u> / <u>22</u> <small>Month Day Year</small>		
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
	Approved by Auditor 	Fund 15	Dept. 560	Expense 497	Checked by Co. Treasurer 	Date Paid 	Registered/Check Number 	
	Quantity	DESCRIPTION					Unit Price	Amount
	INVOICE # 109491 - Forfeiture Fund						<del>3670</del> 3390	
	Door signs							
DISTRIBUTION White-Auditor Pink-Department								SHERIFF Department  Signature
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed				<b>COMBINATION FORM REQUISITION AND PURCHASE ORDER</b>				

**CONDITIONS AND INSTRUCTIONS**

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

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

**AUDITOR**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

December 12, 2022

COLORADO COUNTY, TEXAS  
DECEMBER 1ST THRU 15TH 2022  
PAID ON DECEMBER 15, 2022

	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS
GENERAL FUND (DEDUCTIONS)	335,394.05	21,529.22 ( 21,529.22 )	55,548.36 ( 9,163.03 )	44,044.24 ( 23,317.09 )	456,515.87	
ELECTIONS (DEDUCTIONS)	1,417.00	100.94 ( 100.94 )	0.00 ( 0.00 )	0.00 ( 0.00 )	1,517.94	
R&B PCT #1 (DEDUCTIONS)	13,412.00	1,828.97 ( 1,828.97 )	3,214.40 ( 772.20 )	1,770.39 ( 936.04 )	20,225.76	
R&B PCT #2 (DEDUCTIONS)	12,669.47	1,819.25 ( 1,819.25 )	2,294.31 ( 30.90 )	1,672.36 ( 886.87 )	18,455.39	TEXAS CSDU 564.50 NACO 465.00 VOYA 822.50 FEDERAL RESERVE BANK 92,412.20
R&B PCT #3 (DEDUCTIONS)	16,136.04	2,057.79 ( 2,057.79 )	3,673.27 ( 1,058.85 )	2,129.95 ( 1,129.53 )	23,997.05	
R&B PCT #4 (DEDUCTIONS)	13,473.31	1,568.82 ( 1,568.82 )	3,209.24 ( 390.84 )	1,778.47 ( 943.14 )	20,029.84	
CO ATTY FORFEITURE (DEDUCTIONS)	167.50	12.75 ( 12.75 )	0.00 ( 0.00 )	22.11 ( 11.73 )	202.36	
SECURITY FUND (DEDUCTIONS)	2,721.25	314.66 ( 314.66 )	0.00 ( 0.00 )	313.20 ( 204.09 )	3,349.11	SOCIAL SECURITY 47,496.80 MEDICARE TAX 11,108.10 58,604.90
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00 ( 0.00 )	0.00	FED W/H 33,807.32 92,412.20
CO. ATTY. SUPPLEMENTAL (DEDUCTIONS)	921.50	70.05 ( 70.05 )	0.00 ( 0.00 )	121.64 ( 69.11 )	1,113.19	
TOTALS	396,312.12	29,302.45 ( 29,302.45 ) 58,604.90	67,939.58 ( 11,415.82 ) 79,355.40	51,852.36 ( 27,497.60 ) 79,349.96	545,406.51	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**INVOICE**



Mail Payments to:  
Xerox Financial Services  
P.O. Box 202882  
Dallas, TX 75320-2882

Page 1

**Questions? Contact Us:**

**Invoicing: 844-733-9280**  
**XFScustomerservice@xerox.com**  
*View Invoices, payment history, and  
make payments online. Register today  
at- www.iLease.com*  
**Equipment Protection: 866-223-6383**

**ATTN: Attention Accounts Payable**  
**COLORADO, COUNTY OF**  
**318 SPRING ST STE 102**  
**COLUMBUS, TX 78934**

<b>Invoice Number:</b>	3662305	<b>Customer PO#:</b>	
<b>Invoice Date:</b>	December 12, 2022	<b>Due Date:</b>	January 01, 2023
		<b>Amount Due:</b>	\$250.55

Billing Period	Contract	Description	Amount
12/01 - 12/31	010-0031532-005	Payment  316 Spring Street COLUMBUS, TX 78934  Model: B7035H2 S/N: 5DA857414	\$250.55

Detach here and return coupon with payment

**Please make check payable to: Xerox Financial Services**

Amount Enclosed: \$

**INVOICE NUMBER:** 3662305  
**Invoice Date:** December 12, 2022  
**Customer Number:** 113943  
**Due Date:** January 01, 2023  
**Amount Due:** \$250.55

Xerox Financial Services  
P.O. Box 202882  
Dallas, TX 75320-2882

COLORADO, COUNTY OF  
318 SPRING ST STE 102  
COLUMBUS, TX 78934



03662305 0100031532005 113943 0000025055 6

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
December 12, 2022**

**ORDER TO AMEND THE 2022 BUDGET  
AS OF DECEMBER 12, 2022**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2022 Budget by transferring from one line item to another line item the following except for those revenues designated by a \* (this is certification and expenditure of unanticipated revenue not included in the 2022 Budget as per S.B. 732):

21-100-603	Grant – TIF	\$3,000.00
22-100-603	Grant – TIF	\$2,000.00
23-100-603	Grant – TIF	\$2,000.00
24-100-603	Grant – TIF	\$2,000.00

12/12/2022  
TIME:07:48 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1  
PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000051022	CURRENT	12/12/2022	12/12/2022	004	12-401-403 OUTSIDE LEGAL SERVICES	50,000.00-
0000051023	CURRENT	12/12/2022	12/12/2022	004	12-560-310 SUPPLIES/EQUIPMENT UNDER \$500	5,000.00
0000051024	CURRENT	12/12/2022	12/12/2022	004	12-560-420 COMMUNICATIONS EXPENSE	5,000.00
0000051025	CURRENT	12/12/2022	12/12/2022	004	12-560-432 DOCUMENT IMAGING	10,000.00-
0000051026	CURRENT	12/12/2022	12/12/2022	004	12-565-333 FOOD FOR PRISONERS	20,000.00
0000051027	CURRENT	12/12/2022	12/12/2022	004	12-565-340 JAIL SUPPLIES	7,500.00
0000051028	CURRENT	12/12/2022	12/12/2022	004	12-565-425 INMATE INDIGENT SUPPLIES	7,500.00-
0000051029	CURRENT	12/12/2022	12/12/2022	004	12-570-433 DETENTION SERVICES	10,000.00
0000051030	CURRENT	12/12/2022	12/12/2022	004	12-640-445 AUTOPSIES	20,000.00
0000051031	CURRENT	12/12/2022	12/12/2022	004	21-100-216 AUTO LICENSE FEES	5,600.00
0000051032	CURRENT	12/12/2022	12/12/2022	004	21-100-603 GRANT - STATE COMPTROLLER-TIF	3,000.00
0000051033	CURRENT	12/12/2022	12/12/2022	004	21-621-354 BATTERIES, TIRES & TUBES	750.00
0000051034	CURRENT	12/12/2022	12/12/2022	004	21-621-356 HAND TOOLS & EQUIPMENT	250.00
0000051035	CURRENT	12/12/2022	12/12/2022	004	21-621-330 FUEL & LUBRICANTS	3,000.00
0000051036	CURRENT	12/12/2022	12/12/2022	004	21-621-355 REPAIR MATERIALS	3,500.00
0000051037	CURRENT	12/12/2022	12/12/2022	004	21-621-440 UTILITIES	600.00
0000051038	CURRENT	12/12/2022	12/12/2022	004	22-100-216 AUTO LICENSE FEES	5,700.00
0000051039	CURRENT	12/12/2022	12/12/2022	004	22-100-603 GRANT - STATE COMPTROLLER - TIF	2,000.00
0000051040	CURRENT	12/12/2022	12/12/2022	004	22-622-354 BATTERIES, TIRES & TUBES	7,700.00
0000051041	CURRENT	12/12/2022	12/12/2022	004	23-100-216 AUTO LICENSE FEES	6,500.00
0000051042	CURRENT	12/12/2022	12/12/2022	004	23-100-603 GRANT - STATE COMPTROLLER - TIF	2,000.00
0000051043	CURRENT	12/12/2022	12/12/2022	004	23-623-355 REPAIR MATERIALS	7,000.00
0000051044	CURRENT	12/12/2022	12/12/2022	004	23-623-350 ROAD & BRIDGE MATERIALS	1,500.00
0000051045	CURRENT	12/12/2022	12/12/2022	004	24-100-216 AUTO LICENSE FEES	4,700.00
0000051046	CURRENT	12/12/2022	12/12/2022	004	24-100-603 GRANT - STATE COMPTROLLER - TIF	2,000.00
0000051047	CURRENT	12/12/2022	12/12/2022	004	24-624-352 SIGNS	700.00
0000051048	CURRENT	12/12/2022	12/12/2022	004	24-624-355 REPAIR MATERIALS	6,000.00
0000051049	CURRENT	12/12/2022	12/12/2022	004	21-621-330 FUEL & LUBRICANTS	500.00

TOTAL BUDGET ADJUSTMENTS

28

~~63,800.00~~



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

**December 12, 2022**

- \_20. 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)**

**Chuck Rogers with Office of Emergency Management stated the past weekend was busy for EMS and first responders. On Sunday morning a propane tank was on fire in the Frelsburg area. The landowner had placed the tank over 20 yards from the house which saved the structure. He also stated he is working on getting the antenna off the ground but needs to find ground for it first.**

**Michael Fuhrr with Colorado County EMS apologized for not having an agenda item for an EMS update. EMS had 266 calls for service in November, out of those calls 53 were emergency or non-emergency transfers. Three transfers were denied. Collections have been trending upward and have started to level out. An interview committee conducted interviews last week and the candidates for assistant director have been narrowed from seven to two. He is hoping a decision will be made by early next week.**

**Judge Hefner announced he's had too many inquests this year. He wished everyone a Merry Christmas and a Happy New Year and gave the retirees his best.**

**County Treasurer Joyce Guthmann wished everyone a happy and safe holiday.**

**Charles Schneider congratulated Raymie Kana and Darrell Kubesch on their retirements and wished everyone a happy and safe holiday.**

**Commissioner Wessels wished Raymie Kana and Darrell Kubesch a happy retirement.**

**Commissioner Kubesch expressed his appreciation to everyone.**

**Commissioner Neuendorff congratulated Raymie Kana and Darrell Kubesch on their retirements and wished everyone a safe and happy holiday season.**

**Commissioner Gertson congratulated Raymie Kana on her retirement.**

- \_21. 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.**

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

**December 12, 2022**

**\_22. Adjourn.**

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

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

**An audio recording of this meeting of December 12, 2022 is available in the County Clerk's Office.**

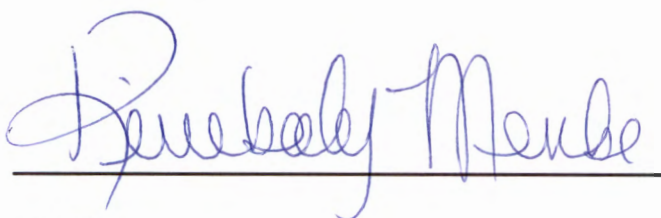
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**December 12, 2022**

**Minutes were taken and prepared by Kimberly Menke, County Clerk on the 12th day of December 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 12th day of December 2022.**

**Given under my hand and official seal of office this date December 12, 2022.**

  
\_\_\_\_\_

