

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: January 9, 2023 – 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 9th day of January 2023, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

The Following Members were present, to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Ryan Brandt	Commissioner Precinct #2
Honorable Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk
By: Michelle Kollmann	Deputy Clerk

County Judge Ty Prause called the meeting to order at 9:04 A.M., followed by

Pledges to the United States Flag and Texas Flag.

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

January 9, 2023

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

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

January 9, 2023

FILED FOR RECORD
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

2023 JAN -6 AM 8:05

KIMBERLY MENKE MK
COUNTY CLERK

DATE OF MEETING: January 9, 2023 – 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 December 2022.
- __4. Approve Colorado County elected and appointed officials' bonds.
- __5. Application for Limited Land Division submitted by Forum Industrial Properties LLC to subdivide 22.152 acres out of a 27.691 acre tract, Precinct No. 1. (Wessels)
- __6. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-away of County Road 201, Precinct No. 2. (Brandt)
- __7. Application for Limited Land Division submitted by Michael K. Gajewski and Josephine Gajewski to subdivide 10 acres out of a 285.82 acre tract, Precinct No. 3. (Neuendorff)
- __8. Release Check No. 21493 in the amount of \$2,500.00 posted by S&S Irrigation, Inc. in lieu of performance bond for Old Altair Road, Precinct No. 4. (Gertson)
- __9. Approval to sell 2011 Chevrolet Tahoe VIN 1GNLC2E0XBR246617 to San Felipe-Frydek Volunteer Fire Department for \$3,000.00. (Furrh)
- __10. Report from Michael Furrh regarding potential costs for construction of EMS Station No. 3 at Eagle Lake and seek authority to request proposals from contractors. (Furrh)
- __11. Report from Michael Furrh regarding potential costs for construction of maintenance building at EMS Station No. 1 in Columbus and seek authority to request proposals from contractors. (Furrh)
- __12. Colorado County EMS update. (Furrh)

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

January 9, 2023

- _13. Authority for IT Manager to accept proposal with Open Text Inc for Cloud Fax Solution with Xmedius and authorize porting existing phone numbers to cloud fax provider. (Schneider)
- _14. Appoint County Commissioner as representative/director on the Combined Community Action Agency Governing Board.
- _15. Renew membership with Houston-Galveston Area Council for 2023 and payment of dues in the amount of \$822.28.
- _16. Renew membership with Association of Rural Communities in Texas (ARCIT) for 2023 and payment of dues in the amount of \$395.00.
- _17. Set pay for Petit and Grand Jurors.
- _18. Discuss, consider and action on establishing a secure and readily accessible location by firemen, first responders, law enforcement officers, emergency management director and coordinator, and supervisor of county maintenance for all door keys in the Colorado County Annex Building. (Prause)
- _19. Amended schedule for Commissioners Court Meetings for 2023.
- _20. Designate sites at which Commissioners Court meetings may be held during the calendar year [Tex. Loc. Gov't Code §81.005(d)].
- _21. Designate sites as alternate locations to hold District Court, Children's Protective Services (CPS) Court, Attorney General Court, County Court (civil, criminal and appeals from Justice of the Peace courts), Juvenile Court, Justices of the Peace Court and Probate Court.
- _22. Order fixing number and salaries of office deputies and employees, setting expense and mileage reimbursement.
- _23. Order Authorizing Budget Expenditures for Non-County Departments for 2023.
- _24. List of office deputies and employees as of January 1, 2023.
- _25. Waive the requirement of the County Judge to approve all requisitions except those directly involved with his office per Local Government Code 113.901(c).
- _26. Order for Disbursement of Salaries and Routine Office Expenses.
- _27. Formation of Salary Grievance Committee for 2023.
- _28. Adopt Colorado County Texas Hazard Communication Policy and designate Charles Rogers as the HAZCOMM program coordinator. (Guthmann)
- _29. Approve Industry State Bank MasterCard Business Application for a Colorado County credit card. (Guthmann)
- _30. Adopt Investment Policy for 2023. (Guthmann)
- _31. Appoint Investment Committee for 2023. (Guthmann)
- _32. Safety Resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties. (Guthmann)
- _33. Appoint Loss Control Committee for 2023. (Guthmann)


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

January 9, 2023

- _34. Consent items:
 - a. Donation of \$250.00 from Wray-Todd Ranch, LLC to Colorado County EMS.
 - b. FY 2023 Regional Juvenile Mental Health Services Contract with Houston-Galveston Area Council.
 - c. Contract for Grant Administration Services with Langford Community Management Services for the Texas General Land Office CDBG-MIT MOD.
 - d. Contract for Professional Engineering Services with Weishuhn Engineering, Inc. for the Texas General Land Office CDBG-MIT MOD.
 - e. Certificates of Completion to Tax Assessor-Collector Erica Kollaja, for successfully completing educational training during the 40th Annual VG Young School for Tax Assessor-Collector, Ethics for County Tax Assessor-Collectors, and Voter Registration and Chapter 19 Funds.
 - f. Certificate of Liability Insurance:
 - 1. B&D Services, Inc. (1/1/2023-1/1/2024).
 - 2. Drymalla Construction Company, LLC (1/1/2023-1/1/2024)
- _35. Check cancellation.
- _36. County Auditor's Monthly Financial Report for December 2022.
- _37. County Investment Officer's Investment Report for December 2022.
- _38. Affidavit approving County Investment Officer's Report for December 2022.
- _39. County Investment Officer's Annual Investment Report.
- _40. County Treasurer's Monthly Report for December 2022.
- _41. Affidavit approving County Treasurer's Monthly Report for December 2022.
- _42. Examine and approve all accounts payable and budget amendments.
- _43. 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)
- _44. Commissioners Court Members sign all documents and papers acted upon or approved.
- _45. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: January 5, 2023
TELEPHONE NUMBER: (979) 732-2604
FAX NUMBER: (979) 732-9389



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

January 9, 2023

__2. Public comments.

Richard Willette announced that an anonymous benefactor nominated Michelle Lowrance, Colorado County Auditor, to be considered for a prestigious business organization award. After a lengthy interview she was recognized for her achievements in accounting, finance, information technology, and project management by Marquis Who's Who. Not only was she chosen to be included, but she was granted top professional in her field. He stated that her guiding principles have always been to achieve a balance between people, processes, and technology. She intends to carry these principles with her as the County Auditor.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

Colorado County Commissioners' Court

Public Comment Rules

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

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

Public Participation Form

Name (please print) RICHARD WILLETTE

Which agenda item do you wish to address? 2

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



Signature

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

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

January 9, 2023

__3. Minutes for Regular and Special Meetings for December 2022.

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

__4. Approve Colorado County elected and appointed officials' bonds.

Motion by Judge Prause to approve Colorado County elected and appointed officials' bonds; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 15866513

That we, Daniel Tyran Prause, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Treasurer, his successors in office, in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Judge in and for Colorado County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Ty Prause Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

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

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Ty Prause, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Ty Prause, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Judge, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Sworn to and subscribed before me at January, 2023

Columbus, Texas, this 2nd day of

SEAL



Signed Ty Prause
Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Ty Prause as
County Judge in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023,
Ty Prause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 27th day of September, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:30 o'clock P.M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P.M., in the Records of Official Bonds of said County in Volume 1024, on page
1.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

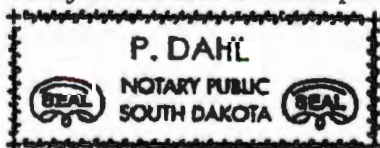
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 27th day of September,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Judge County of Colorado

bond with bond number 15866513

for Daniel Tyran Prause

as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

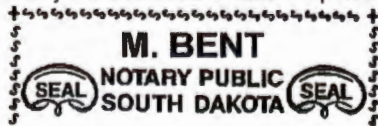
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

15866513

Figure: 28 TAC 01.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



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COLORADO COUNTY, TX

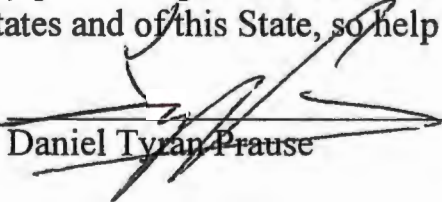
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KIMBERLY MENKE MK
COUNTY CLERK

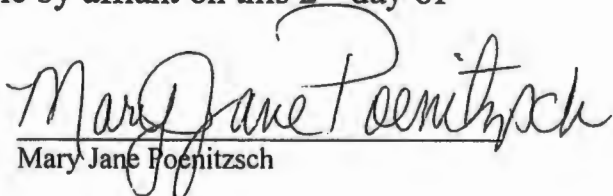
OATH OF OFFICE

In the name and by the authority of
The State of Texas

I, Daniel Tyran Prause, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Judge, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


Daniel Tyran Prause

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.


Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stipulated hereon by me; and was duly
RECORDED in the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stipulated
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

VOL 1024 PAGE 06

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 72494738

That we, Ryan Brandt, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Treasurer, his successors in office, in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 17th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Commissioner in and for Colorado County, State of Texas, for a term of Four (4) years commencing on the 1st day of January, 2023.

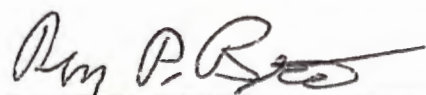
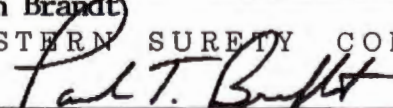
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.


Ryan Brandt Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruflat, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Ryan Brandt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023.



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Columbus County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Ryan Brandt, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Commissioner Pct. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Ryan Brandt
Ryan Brandt

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023.



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

County, Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Ryan Brandt as
Co. Commissioner Pct. 2 in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
Ty Prause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 17th day of September, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:30 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
7.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

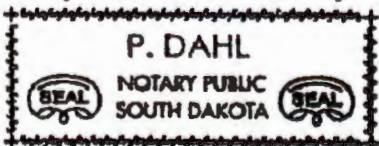
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 17th day of September,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Commissioner of Colorado County

bond with bond number 72494738

for Ryan Brandt

as Principal in the penalty amount not to exceed: \$3,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 17th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

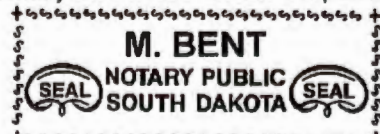
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 17th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0124
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4:30

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of
The State of Texas

I, Ryan P. Brandt, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner Pct. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Handwritten signature of Ryan P. Brandt in black ink.

Ryan P. Brandt

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Handwritten signature of Mary Jane Poenitzsch in black ink.

Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023

VOL 1024 PAGE 11



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 13741656

That we, Darrell D. Gertson, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Treasurer, his successors in office, in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 15th day of October, 2022.

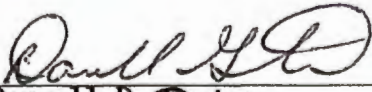
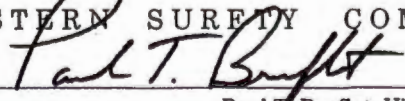
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Commissioner in and for Colorado County, State of Texas, for a term of four year s commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.


Darrell D. Gertson Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruflat, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Darrell D. gertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Darrell D. Gertson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Co. Commissioner Pct. 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Darrell D. Gertson
Darrell D. Gertson

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas



OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL _____ County, Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Darrell D. Gertson as
Co. Commissioner Pct. 4 in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023,
~~By Prause~~ County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 15th day of October, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:30 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
12.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

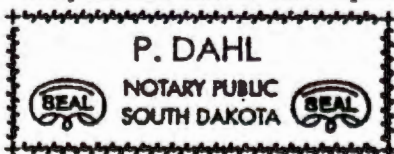
By Josanda Martinez Deputy
Josanda Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 15th day of October,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl Notary Public

My Commission Expires June 18, 2025

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Commissioner County of Colorado

bond with bond number 13741656

for Darrell D. Gertson
as Principal in the penalty amount not to exceed: \$3,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 15th day of October, 2022.

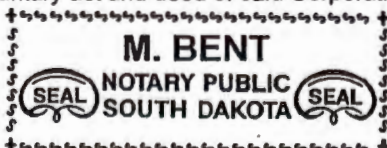
ATTEST
P. Leitheiser
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 15th day of October, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

13741656

Figure: 28 TAC ð1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0123
FILED FOR RECORD
COLORADO COUNTY, TEXAS

2023 JAN -9 PM 4: 30

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of

The State of Texas

I, Darrell D. Gertson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner Pct. 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Handwritten signature of Darrell D. Gertson in black ink.

Darrell D. Gertson

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Handwritten signature of Mary Jane Poenitzsch in black ink.

Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK COLORADO COUNTY, TEXAS

VOI 1024 PAGE 17

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71504880

That we, Kimberly Menke, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County of Colorado, his successors in office, in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of November, 2022.

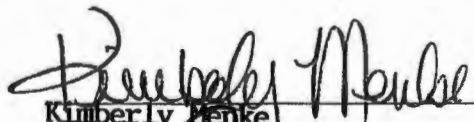
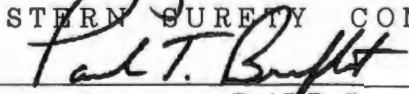
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Clerk in and for Colorado County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.


Kimberly Menke Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruflas, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Kimberly Menke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

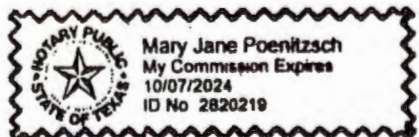
OATH OF OFFICE
(General)

I, Kimberly Menke, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Clerk, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Kimberly Menke

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Kimberly Menke as
County Clerk in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
Ty Frause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 1st day of November, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:31 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
18.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

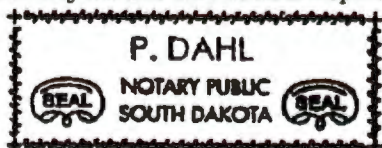
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 1st day of November,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

Vol 1024 PAGE 20

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Clerk County of Colorado

bond with bond number 71604880

for Kimberly Menke
as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 1st day of November, 2022.

ATTEST
P. Leitheiser
P. Leitheiser, Assistant Secretary

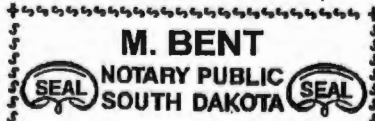
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 1st day of November, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cniasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

71604880

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0126
FILED FOR RECORD
COLORADO COUNTY, TX

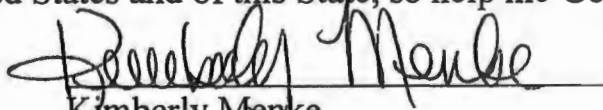
2023 JAN -9 PM 4:31

KIMBERLY MENKE MK
COUNTY CLERK

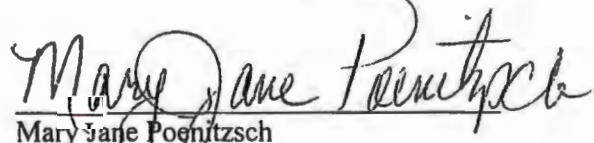
OATH OF OFFICE

In the name and by the authority of
The State of Texas

I, **Kimberly Menke**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **County Clerk**, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

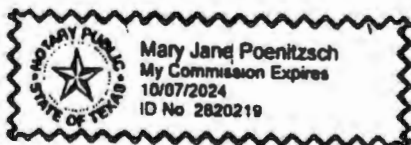

Kimberly Menke

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.


Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title

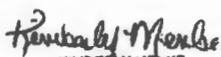


STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023

Vol 1024 PAGE 23




KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 72016302

That we, Joyce Guthmann, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Judge, his successors in office, in the sum of 2 Fifty Thousand and 00/100 DOLLARS (\$50,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Treasurer in and for 3 Colorado County, State of Texas, for a term of five years commencing on the 31st day of December, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully execute the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Joyce Guthmann
Joyce Guthmann Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

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

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Joyce Guthmann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023.

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

SEAL



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Joyce Guthmann, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Treasurer, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed *Joyce Guthmann*
Joyce Guthmann

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023.

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

SEAL



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Joyce Guthmann as
County Treasurer in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
Ty Prause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 27th day of September, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:31 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
24.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

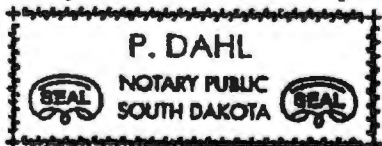
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 27th day of September,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer County of Colorado

bond with bond number 72016302

for Joyce Guthmann

as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of September, 2022.

ATTES?

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

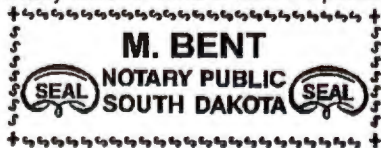
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

72016302

Figure: 28 TAC  1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

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Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0127
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4:31

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of
The State of Texas

I, Joyce Guthmann, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Treasurer, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Joyce Guthmann
Joyce Guthmann

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Mary Jane Poenitzsch
Mary Jane Poenitzsch



Mary Jane Poenitzsch
Printed Name

Notary Public
Title

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 72506614

That we, Nancee Michelle Lowrance, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 District Judge(s), his successors in office, in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of November, 2022

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 7th day of December, 2022, duly Appointed (Elected—Appointed) to the office of Auditor in and for 3 Colorado County, State of Texas, for a term of Two years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Michelle Lowrance Principal
Michelle Lowrance
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Michelle Lowrance, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023.

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Michelle Lowrance, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Auditor, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Michelle Lowrance
Michelle Lowrance

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023.

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Nancee Michelle Lowrance as
County Auditor in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
ly Prange County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 5th day of November, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:33 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
30.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

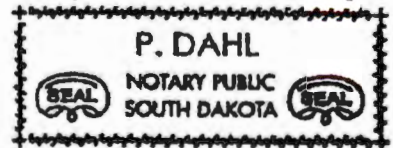
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 5th day of November,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Auditor County of Colorado

bond with bond number 72506614

for Nancee Michelle Lowrance

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of November, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of November, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

72506614

Figure: 28 TAC  1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

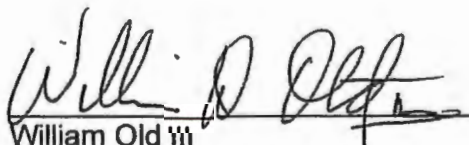
January 9, 2023

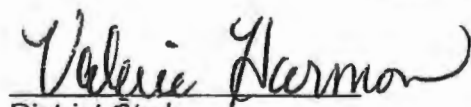
APPROVAL OF COUNTY AUDITOR'S BOND
FOR COLORADO COUNTY, TEXAS

The foregoing bond of Nancee Michelle Lowrance as County Auditor, in and for Colorado County and the State of Texas, this day approved, as a nunc pro tunc order, effective on and from the first day of January, 2023 and for the duration of the term of Office of said Officer, unless terminated by lawful means.

Date: 2 January 2023

Attest:

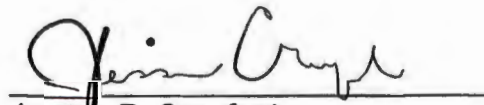

William Old III
District Judge, 25th Judicial District
Colorado County, Texas

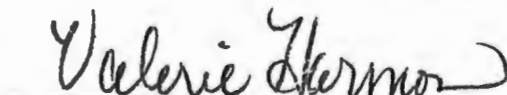

District Clerk

FILED
HT
JAN 02 2023
At 9:58 o'clock A.M.
Valerie Harmon, Clerk
DISTRICT COURT COLORADO COUNTY, TX
December 20, 2022

Date: _____

Attest:


Jessica R. Crawford
District Judge, 2nd 25th Judicial District
Colorado County, Texas


District Clerk

FILED
HT
JAN 02 2023
At 9:58 o'clock A.M.
Valerie Harmon, Clerk
DISTRICT COURT COLORADO COUNTY, TX

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0128
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4:33

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of
The State of Texas

I, **Nancee Michelle Lowrance**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **County Auditor**, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

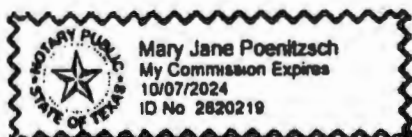
Nancee Michelle Lowrance
Nancee Michelle Lowrance

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Mary Jane Poenitzsch
Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED to the Volume and Page of the OFFICIAL RECORDS of Colorado County, Texas and stamped hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

VOL 1024 PAGE 36

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 15863691

That we, Billy Hefner, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Justice of The Peace in and for Colorado County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Billy Hefner Principal
WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Vol 1024 PAGE 37

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Billy Hefner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Billy Hefner, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace Pct. 1, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Billy Hefner
Billy Hefner

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023

SEAL



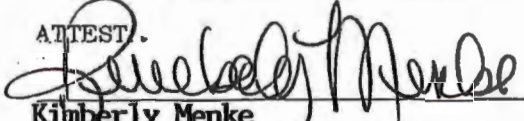
Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

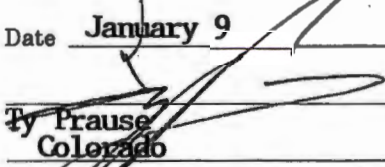
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Billy Hefner as Justice of the Peace Pct. 1 in and for Colorado County and State of Texas, this day approved in open Commissioner's Court.

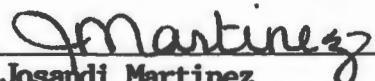
ATTEST:

Kimberly Menke Clerk
County Court Colorado County

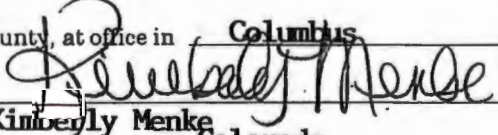
Date January 9, 2023

Ty Prause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly menke, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 27th day of September, 2023, with its certificates of authentication, was filed for record in my office the 9th day of January, 2023, at 4:33 o'clock P. M., and duly recorded the 11th day of January, 2023, at 12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page 37.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus, Texas, the day and year last above written.

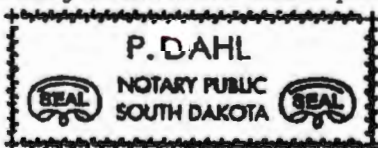
By 
Josandi Martinez Deputy



Kimberly Menke Clerk
County Court Colorado County

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 27th day of September, 2022, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.




P. Dahl Notary Public

My Commission Expires June 18, 2025

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace Colorado County

bond with bond number 15863691

for Billy Hefner
as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of September, 2022.

ATTEST
P. Leitheiser
P. Leitheiser, Assistant Secretary

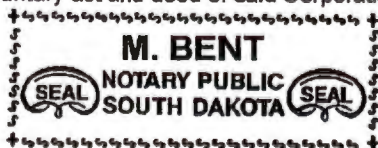
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

15863691

Figure: 28 TAC ð1.601(a)(3)

IMPORTANT NOTICE

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2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

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1-800-331-6053

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Sioux Falls, SD 57117-5077

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Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

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8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

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1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

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Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS



0149
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4: 33

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of

The State of Texas

I, **Billy Hefner**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Justice of the Peace Pct. 1**, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Billy Hefner

Billy Hefner

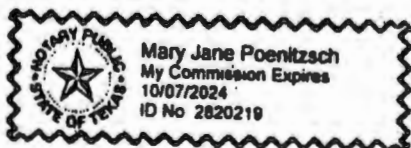
SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Mary Jane Poenitzsch

Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



VOL 1024 PAGE 42

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 63834873

That we, Boe Scott Reeves, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto Colorado County Judge, his successors in office,
in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 29th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 8th day of November, 2022, duly Elected
to the office of Justice of The Peace in and for Colorado County, State of Texas, for
a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully and impartially discharge the duties required by law and promptly pay
to the entitled party all money that comes into his hands during the term of
office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Boe Scott Reeves Principal
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Vice President

VOL 1024 PAGE 43

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Boe Scott Reeves, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023.

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Boe Scott Reeves do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace Pct. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Boe Scott Reeves

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023.

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

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

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Boe Scott Reeves as
Justice of the Peace Pct. 2 in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
[Signature] County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, _____ County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 29th day of September, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:34 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
43.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

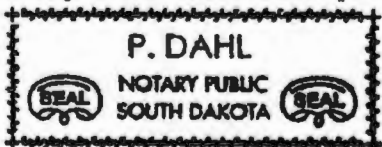
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 29th day of September,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl
Notary Public

My Commission Expires June 18, 2025

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace County of Colorado County

bond with bond number 63834873

for Boe Scott Reeves

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 29th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

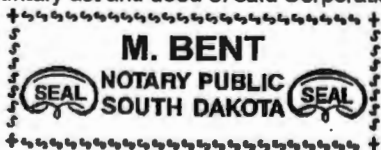
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS



0130
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4:34

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

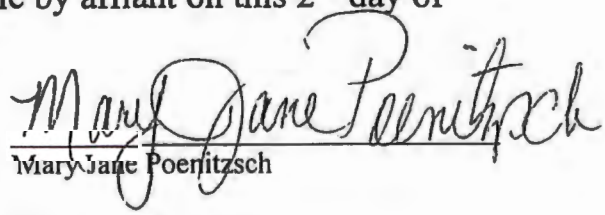
In the name and by the authority of

The State of Texas

I, Boe Reeves, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace Pct. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


Boe Reeves

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.


Mary Jane Poenitzsch

Mary Jane Poenitzsch

Printed Name

Notary Public

Title



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 01052903

That we, Francis Truchard, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected to the office of Justice of The Peace (Elected—Appointed) #3 in and for Colorado County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

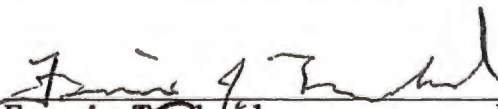
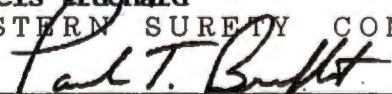
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.


Francis Truchard Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruffat, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Francis Truchard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Francis Truchard, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace Pct. 3, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Francis Truchard
Francis Truchard

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023

Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Francis Truchard as
Justice of the Peace Pct. 3 in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Kimberly Menke Clerk
Kimberly Menke
County Court Colorado County

Date January 9, 2023
Ty Prause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 27th day of September, 2023, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:34 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
48.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

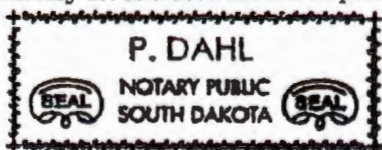
By Josandi Martinez Deputy

Kimberly Menke Clerk
Kimberly Menke
County Court Colorado County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 27th day of September,
2022, personally appeared Paul T. Brufat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace Precinct #3 County of Colorado

bond with bond number 01052903

for Francis Truchard

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

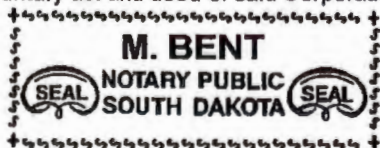
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 27th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

01052903

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS



0131
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4: 34

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of

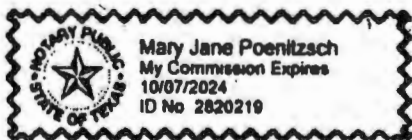
The State of Texas

I, Francis J. Truchard, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace Pct. 3, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Francis J. Truchard
Francis J. Truchard

SWORN TO and subscribed before me by affiant on this 2nd day of
January, 2023.

Mary Jane Poenitzsch
Mary Jane Poenitzsch



Mary Jane Poenitzsch
Printed Name

Notary Public
Title

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Colorado } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71604969

That we, Stanley Warfield, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Colorado County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2022, duly Elected (Elected—Appointed) to the office of Justice of The Peace in and for Colorado County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

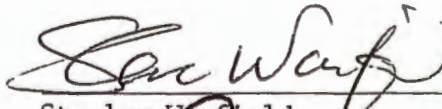
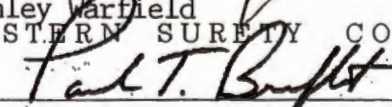
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.


Stanley Warfield Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruflat, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Colorado } ss

Before me, Mary Jane Poenitzsch on this day, personally appeared Stanley Warfield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Columbus, Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

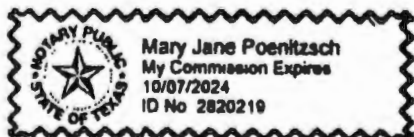
I, Stanley Warfield do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace Pct. 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God

Signed _____

Stanley Warfield

Sworn to and subscribed before me at Columbus, Texas, this 2nd day of January, 2023

SEAL



Mary Jane Poenitzsch
Mary Jane Poenitzsch
Colorado County, Texas

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

January 9, 2023

THE STATE OF TEXAS }
County of Colorado } ss

The foregoing bond of Stanley Warfield as
Justice of the Peace Pct. 4 in and for Colorado County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Kimberly Menke Clerk
County Court Colorado County

Date January 9, 2023
Ty Frause County Judge,
Colorado County, Texas

THE STATE OF TEXAS }
County of Colorado } ss

I, Kimberly Menke, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 27th day of September, 2022, with its certificates of
authentication, was filed for record in my office the 9th day of January, 2023, at
4:34 o'clock P. M., and duly recorded the 11th day of January, 2023, at
12:00 o'clock P. M., in the Records of Official Bonds of said County in Volume 1024, on page
54.

WITNESS my hand and the seal of the County Court of said County, at office in Columbus,
Texas, the day and year last above written.

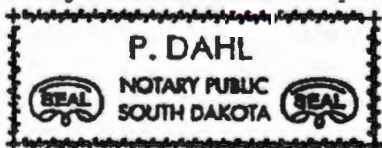
By Josandi Martinez Deputy
Josandi Martinez

Kimberly Menke Clerk
County Court Colorado County

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 27th day of September,
2022, personally appeared Paul F. Bruflet to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace Colorado County

bond with bond number 71604969

for Stanley Warfield

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

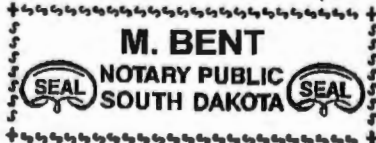
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 27th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

January 9, 2023

71604969

Figure: 28 TAC ò1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

**P.O. Box 5077
Sioux Falls, SD 57117-5077**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



0132
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -9 PM 4: 34

KIMBERLY MENKE MK
COUNTY CLERK

OATH OF OFFICE

In the name and by the authority of

The State of Texas

I, Stanley Warfield, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace Pct. 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Stanley Warfield

SWORN TO and subscribed before me by affiant on this 2nd day of January, 2023.

Mary Jane Poenitzsch

Mary Jane Poenitzsch
Printed Name

Notary Public
Title



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 11 2023

VOI 1024 PAGE 59



KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

January 9, 2023

- __5. Application for Limited Land Division submitted by Forum Industrial Properties LLC to subdivide 22.152 acres out of a 27.691 acre tract, Precinct No. 1. (Wessels)**

Motion by Commissioner Wessels to approve an application for Limited Land Division submitted by Forum Industrial Properties LLC to subdivide 22.152 acres out of a 27.691 acre tract, Precinct No.1; 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

January 9, 2023

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX
2023 JAN -4 PM 2:05

Name of person(s) dividing property: Forum Industrial Properties LLC (a/k/a) Attar *Kimberly Henne MK*

Address: 4550 Post Oak Place, Suite 119, Houston, TX 77027

Work phone: 713-824-7198 Home phone: _____

Precinct where property located: 1 Pct. Commissioner: Doug Wessels

Size of Original Tract before division: 27.691 acres

Size of Remainder Tract after division: 5.539 acres

Size of each new lot: 1. 5.538 acres 2. 5.538 acres
3. 5.538 acres 4. 5.538 acres

Surveyor's Name: Baker & Lawson Inc

Surveyor's Address: 4005 Technology Dr Suite 1530, Angleton, TX 77515

Surveyor's work phone: 979-849-6681

Has there been a prior Limited Land Division of the Original Tract? No

If so, state the number of tracts and date divided: _____

I am the owner of 27.691 acres of land (size of original tract) out of the J Holden Survey,

Abstract # 896, Colorado County, Texas, which was conveyed to me by deed, dated September 29, 2022, and recorded in Volume 1015, Page 628, Colorado County Deed/Official Records.

I seek approval to subdivide 22.152 acres of land (total size of all new lots) out of the Original Survey, in accordance with the attached plat, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients of the property shown herein, the use of the streets and/or easements shown.

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

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

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

water system, or engineered rainwater collection system.

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

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

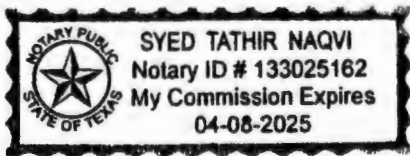
I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within 1/2 mile of a city of less than 5,000 people and within one mile of a city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

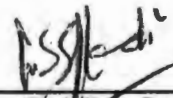
This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

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


Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 14th day of December, 2022.




Notary Public, State of Texas

Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

Notary Public, State of Texas

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

January 9, 2023

CERTIFICATION BY SURVEYOR

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

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

- A title of "Limited Land Division"
- North arrow and date
- At least two corners of the remainder tract
- Location of new lots in relation to original survey
- Acreage and dimensions of all new lots
- Bearings & dimensions of lot boundaries
- Location and description of all easements
- Buildings and ponds (approximate location)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 1/2 x 14 with 1/2 inch margin at the top and 1/4 inch margin on sides

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

- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____." **OR**
 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089 CO 265D, dated February 4, 2011."

DARREL HEIDRICH
SURVEYOR (print)

DH
SURVEYOR (signature)



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 9th day of January, A.D., 2023, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume ---, Page ---.

CCM 01/09/2023

WITNESS MY HAND AND SEAL OF OFFICE this, the 10th day of January, 2023.



[Signature]
COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke
COUNTY CLERK
COLORADO COUNTY, TEXAS

By: Michelle Kollmann
Deputy Clerk

CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 12 day of January, 2023, and duly recorded on the 13 day of January, 2023, in the Official Records of Colorado County, Texas, in Volume 1024, Page 283.

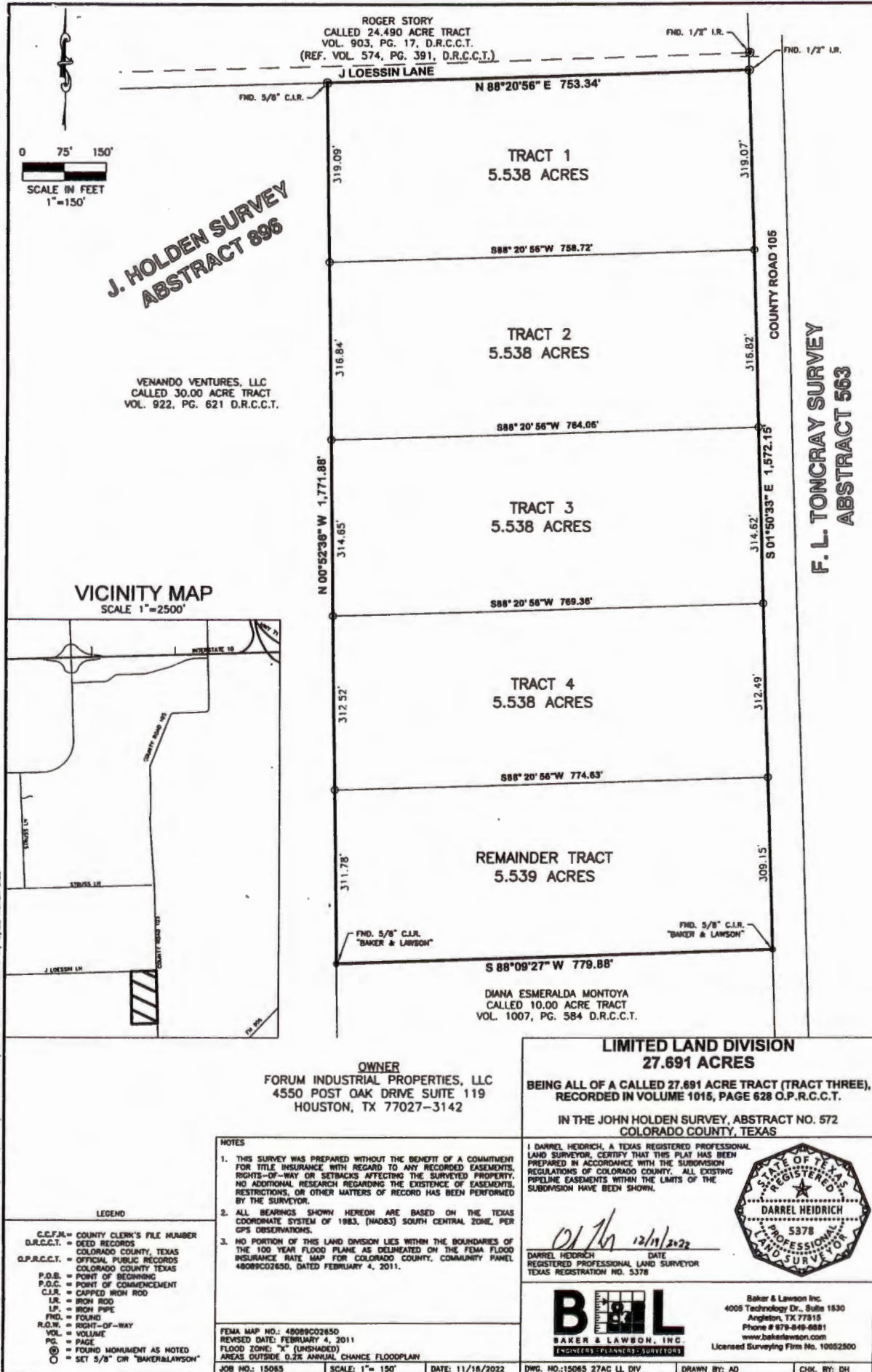
Kimberly Menke
COUNTY CLERK, COLORADO COUNTY, TEXAS

By: [Signature]
Deputy Clerk



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

January 9, 2023



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

January 9, 2023

DIVISION OF REAL PROPERTY

THE STATE OF TEXAS

COUNTY OF COLORADO

WHEREAS, **FORUM INDUSTRIAL PROPERTIES, LLC**, is the record owner of a tract of land being 112.806 acres in Colorado County, Texas and described in a deed dated October 12, 2021 and recorded in Volume 977, Page 896 in the Official Records of Colorado County, Texas; and

WHEREAS, the undersigned record owner intends to divide and partition the 112.806 acre tract into separate tracts identified by field notes; and

THEREFORE, **FORUM INDUSTRIAL PROPERTIES, LLC**, by and through its manager, does hereby separate, divide and partition the said 112.806 acres above referenced into three (3) separate and distinct tracts as follows:

TRACT ONE: 10 acres more fully described on the attached Exhibit "A".

TRACT TWO: 24.291 acres more fully described on the attached Exhibit "B".

TRACT THREE: 27.691 acres more fully described on the attached Exhibit "C".

Each said tract, TRACT ONE, TRACT TWO and TRACT THREE will be separate tracts out of that 112.806 acres herein referred to.

EXECUTED this 29th day of September, 2022.

FORUM INDUSTRIAL PROPERTIES, LLC


By: **KYLE ATTAR, Manager**

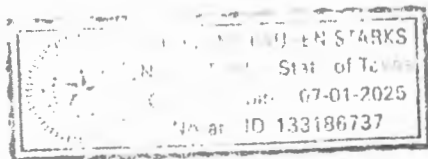
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

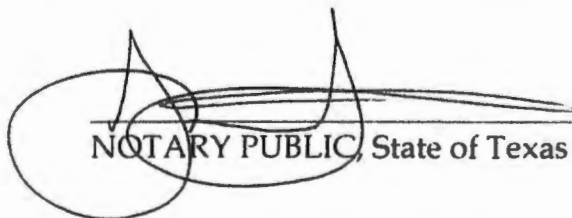
January 9, 2023

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29 day of Sept., 2022, by KYLE ATTAR, Manager of FORUM INDUSTRIAL PROPERTIES, LLC.




NOTARY PUBLIC, State of Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



TRACT ONE

FIELD NOTES FOR 10.000 ACRE.

Being a tract of land containing 10.000 acres, located within the J. M. Walker Survey, Abstract 621, Colorado County, Texas; Said 10.000 acre tract, being out of and a part of a called 112.806 acre tract conveyed to Naumann Farm, L.L.C. as recorded in Volume 856, Page 337 of the Colorado County Official Records (C.C.O.R.). Said 10.000 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a found 1/2-inch iron rod on the West right-of-way line of County Road 105, being the Southwest corner of a called 24.490 acre tract in the name of Roger Story, as recorded in Volume 903, Page 17 of the C.C.O.R., for the Northeast corner of said called 112.806 acre tract;

THENCE South 01°50'33" East, along the West right-of-way line of said County Road 105, a distance of 1765.07 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle corner of said called 112.806 acre tract;

THENCE South 01°59'46" East, along the West right-of-way line of said County Road 105, a distance of 1028.06 feet to a found 1/2-inch capped iron rod at the North end of a cutback at the intersection of said County Road 105 and County Road 151, for an angle corner of said called 112.806 acre tract and the herein described tract;

THENCE South 46°12'30" West, along said cutback at the intersection of said County Road 105 and County Road 151, a distance of 7.46 feet to a found 1/2-inch iron rod for the South end of said cutback at the intersection of said County Road 105 and County Road 151, for an angle corner of the said called 112.806 acre tract and the herein described tract;

THENCE South 88°35'20" West, along the North line of said County Road 151, a distance of 1,723.15 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the Southeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE South 88°35'20" West, continuing along the North line of said County Road 151, a distance of 565.50 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the Southwest corner of the herein described tract;

THENCE North 11°50'55" East, a distance of 1,035.01 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the South line of a called 300.00 acre tract in the name of Robert D. Moland, as recorded in Volume 244, Page 17 of the C.C.O.R., and the North line of said called 112.806 acre tract, for the Northwest corner of the herein described tract;

THENCE North 87°52'43" East, along the South line of said called 300.00 acre tract, a distance of 298.12 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the Northeast corner of the herein described tract;

THENCE South 03°06'40" East, a distance of 1,011.55 feet to the **POINT OF BEGINNING**, containing 10.000 acres of land, more or less.

Tract One

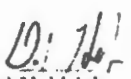

9/31/2022
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



EXHIBIT A

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

FIELD NOTES FOR 24.291 ACRES

TRACT TWO

Description of a 24.291 acre tract of land, located within the J. M. Walker Survey, Abstract 621, Colorado County, Texas, being a portion of a called 112.806 acre tract as recorded in Volume 856, Page 337 of the Official Public Records Colorado County Texas (O.P.R.C.C.T.), referred to hereinafter as the above referenced tract, said 24.291 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a found 1/2-inch capped iron rod, stamped "6337", found for the southwest cutback corner of the above referenced tract, same being the southwest cutback corner of the west right-of-way (R.O.W.) line of County Road (C.R.) 105 and the north line of C.R. 151;

THENCE South 88°35'20" West, along the south line of the above referenced tract of land, same being the north R.O.W. line of said C.R. 151, a distance of 1,308.55 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for the southwest corner of the above referenced tract, same being the southeast corner of a remainder of the aforementioned said 112.806 acre tract (TR1);

THENCE North 01°24'40" West, along the west line of the above referenced tract of land, same being the east line of said remainder of a called 112.806 acre tract (TR1), a distance of 1,016.62 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for the northwest corner of the above referenced tract of land, same being in the south line of a called 30.00 acre tract as recorded in Volume 922, Page 621 of the O.P.R.C.C.T. for the northeast corner of said remainder of a called 112.806 TR1;

THENCE North 87°52'43" East, along the north line of the above referenced tract of land, same being the south line of said 30.00 acre tract, a distance of 520.51 feet to a 5/8-inch iron rod found for the most easterly northwest corner of the above referenced tract of land, same being in the west line of another remainder of the aforementioned said 112.806 acre tract (TR2) for the southeast corner of said 30.00 acre tract;

THENCE South 00°52'36' East, along an easterly line of the above referenced tract of land, same being the west line of said remainder of a called 112.806 TR2, a distance of 215.69 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for an interior corner of the above referenced tract of land, same being the southwest corner of said remainder of a called 112.806 TR2;

THENCE South 71°57'01" East, along a northeast line of the above referenced tract of land, same being the south line of said remainder of a called 112.806 TR2, a distance of 838.20 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for the northeast corner of the above referenced tract of land, same being in the west R.O.W. line of C.R. 105 for the southeast corner of said remainder of a called 112.806 TR2;

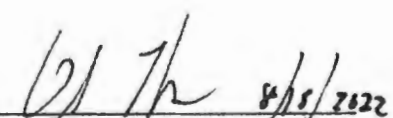
THENCE South 01°59'42" East, along the east line of the above referenced tract of land, same being the west R.O.W. line of said C.R. 105, a distance of 523.17 feet to a 1/2-inch capped iron rod, stamped "6337", found for the northeast corner of a cutback to the southwest of the above referenced tract of land;

THENCE South 46°35'13" West, along the cutback line to the southwest of the above referenced tract of land, a distance of 7.49 feet to the **POINT OF BEGINNING**, containing 24.291 acres of land, more or less.

A boundary survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Tract Two

EXHIBIT B


Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



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January 9, 2023



TRACT THREE

FIELD NOTES FOR 27.691 ACRE

Being a tract of land containing 27.691 acres, located within the J. Holden Survey, Abstract No. 896, Colorado County, Texas; Said 27.691 acre tract, being out of and a part of a called 112.806 acre tract conveyed to Naumann Farm, LLC, as recorded in Volume 856, Page 337 of the Colorado County Official Records (C.C.O.R.), Said 27.691 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a found 1/2-inch iron rod on the west right-of-way line of County Road 105, on the south line of the S. M. Williams Survey, Abstract No. 609 and the north line of said J. Holden Survey, Abstract No. 896, being the southwest corner of a called 24.490 acre tract conveyed to Roger Story, as recorded in Volume 903, Page 17 of the C.C.O.R., for the northeast corner of said called 112.806 acre tract;

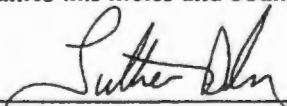
THENCE South $01^{\circ}50'33''$ East, along the west right-of-way line of said County Road 105, a distance of 1572.15 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the southeast corner of the herein described tract;

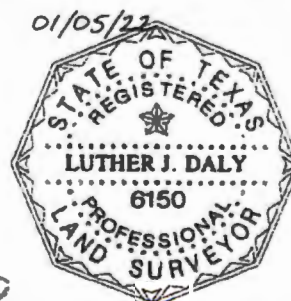
THENCE South $88^{\circ}09'27''$ West, a distance of 779.88 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of a called 30.00 acre tract conveyed to Venando Ventures, LLC, as recorded in Volume 922, Page 621 of the C.C.O.R., same being the most northerly west line of said called 112.806 acre tract, for the southeast corner of the herein described tract;

THENCE North $00^{\circ}52'36''$ West, along the east line of said called 30.00 acre tract and the west line of said called 112.806 acre tract, a distance of 1574.89 feet to a found 5/8-inch capped iron rod on the south line of said called 24.490 acre tract, at the northeast corner of said called 30.00 acre tract and the most northerly northwest corner of said called 112.806 acre tract, for the northwest corner of the herein described tract;

THENCE North $88^{\circ}20'56''$ East, along the south line of said called 30.00 acre tract, a distance of 753.34 feet to the **POINT OF BEGINNING**, containing 27.691 acres of land, more or less.

A boundary survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.


Luther J. Daly
Registered Professional Land Surveyor
Texas Registration No. 6150



TRACT THREE

EXHIBIT C

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

4922
FILED FOR RECORD
COLORADO COUNTY, TX
2022 OCT 12 AM 10:54
KIMBERLY HEWLETT
COUNTY CLERK OK

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

OCT 13 2022



Kimberly Hewlett
KIMBERLY HEWLETT
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

January 9, 2023

- ___6. Application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of-away of County Road 201, Precinct No. 2. (Brandt)**

Commissioner Brandt explained this was in the north-west section of Precinct No. 2 along the Fayette County line.

Motion by Commissioner Brandt to approve an application submitted by Colorado Valley Telephone to install buried fiber optic cable upon and along the right-of way of County Road 201, Precinct No.2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

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

Application

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

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :
On Colorado County ROW approximately 40' East of the intersection of CR 201 and Oncken Rd.

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

Install Buried Fiber Optic cable in 0.75 inch HDPE Duct from an existing pedestal with existing
Fiber Optic cable going East 315' along the South ROW.

12-29-23
Date

Brian R. Mueller
Signature of Firm Name Representative

Brian R Mueller
Printed Name of Firm Name Representative

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

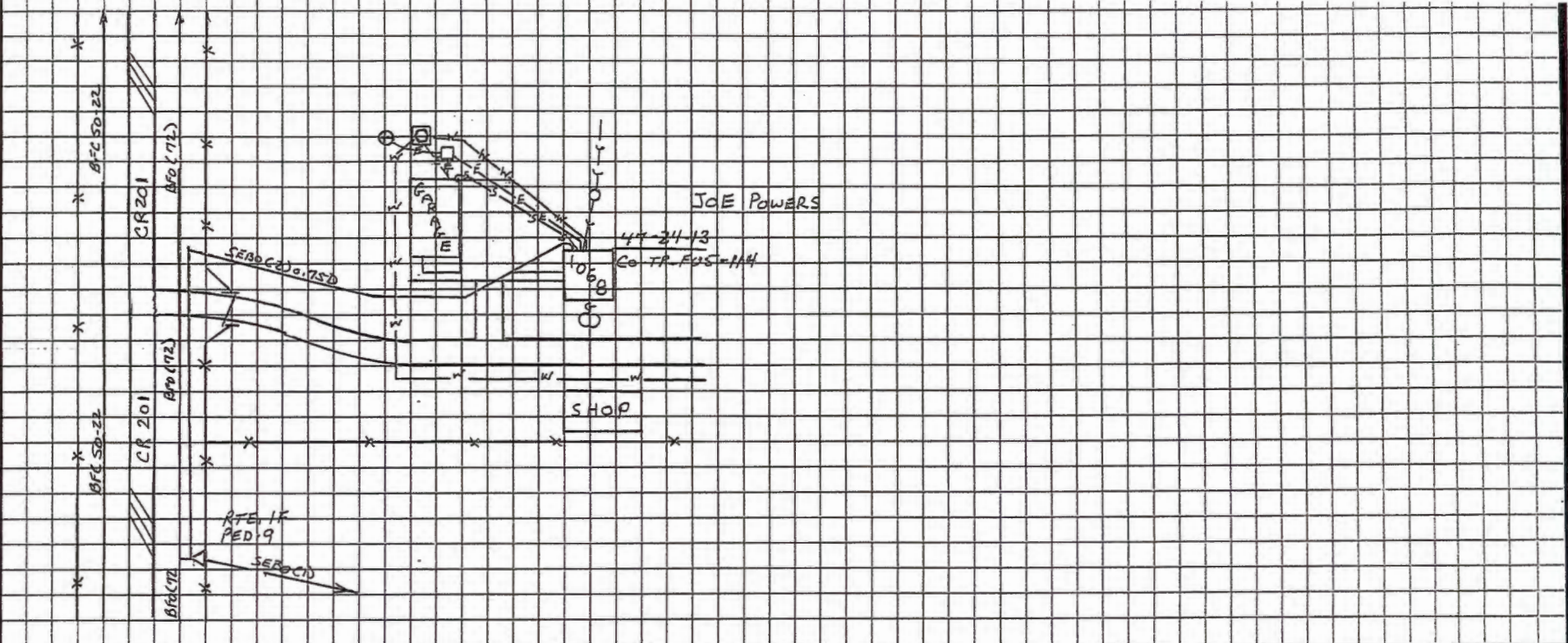
January 9, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023



WJO # 32-221606

NORTH			COLORADO VALLEY TELEPHONE COOPERATIVE, INC.														"BURIED PLANT" STAKING SHEET																					
PED. NO.	BD	BA	BFC	BFC	BFC	BFC 25-22	BFC 12-22	BFC 6-22	BFC 3-22	BG	BG	BM	BM	BM	BM	BM	BM	POLE	SUB. NUMBER	SEBP 3-22	SEBP 6-22	SEB0 (2)	Bm 60	0.75D	TAX DISTRICT	EXCHANGE	REMOTE	COUNTY	MAP REF.	DATE	STAKE BY	DRAWN BY	RELEASED TO CONST.	R. O. W. SECURED FOR CONSTRUCTION BY:	ROUTE	PAGE NO.		
RTE 1F PED. 9																			24-13						WEIMAR ISD	BORDEN		COLORADO	47		BECK	BECK			1F PED. 9 Drop			

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

January 9, 2023

Agreement

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

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

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

January 9, 2023

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

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

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

**MINUTES OF THE COLORADO COUNTY
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January 9, 2023

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

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

January 9, 2023

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

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

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

12/29/2022
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 9th day of Jan., 2023.

1-9-23
Date

[Signature]
Colorado County Judge

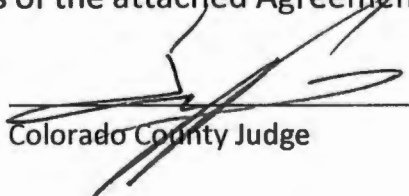
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

Permit

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

1-9-23
Date


Colorado County Judge

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

January 9, 2023

- __7. Application for Limited Land Division submitted by Michael K. Gajewski and Josephine Gajewski to subdivide 10 acres out of a 285.82 acre tract, Precinct No. 3. (Neuendorff)**

Commissioner Neuendorff explained this was a section of land located south of I-10 on FM 2761.

Motion by Commissioner Neuendorff to approve an application for Limited Land Division submitted by Michael K. Gajewski and Josephine Gajewski to subdivide 10 acres out of a 285.82 acre tract, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2023 JAN -4 PM 2:05

KIMBERLY MENNE
COUNTY CLERK

MK

Name of person(s) dividing property: Michael Keith Gajewski, + Jacob W. Gajewski

Address: 2028 FM 2761, Cat Springs, TX 78933

Work phone: _____ Home phone: 979-627-5588

Precinct where property located: 3 Pct. Commissioner: Keith Neuendorf

Size of Original Tract before division: 285.82 acres

Size of Remainder Tract after division: 275.82 acres

Size of each new lot: 1. 3 acres 2. 3 acres
3. 2 acres 4. 2 acres

Surveyor's Name: Jacob W. Barten

Surveyor's Address: 3554 FM 109, Columbus, TX 78934

Surveyor's work phone: 979-732-2086

Has there been a prior Limited Land Division of the Original Tract? No

If so, state the number of tracts and date divided: _____

I am the owner of 285.82 acres of land (size of original tract) out of the Thomas Coleman Survey, Abstract # 159, Colorado County, Texas, which was conveyed to me by deed, dated December 24, 2020, and recorded in Volume 948, Page 364, Colorado County Deed/Official Records.

I seek approval to subdivide 10 acres of land (total size of all new lots) out of the Original Survey, in accordance with the attached plat, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients of the property shown herein, the use of the streets and/or easements shown.

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

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

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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water system, or engineered rainwater collection system.

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

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


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

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

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

Michael Keith Jones
Applicant's Signature

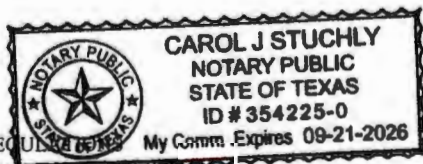
SWORN TO AND SUBSCRIBED before me on this the 8th day of December, 2022.



Joyce M. Guthmann
Notary Public, State of Texas

Josephine Sajewski
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 8th day of December, 2022.



Carol J. Stuchly
Notary Public, State of Texas

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

January 9, 2023

CERTIFICATION BY SURVEYOR

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

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

- A title of "Limited Land Division"
- North arrow and date
- At least two corners of the remainder tract
- Location of new lots in relation to original survey
- Acreage and dimensions of all new lots
- Bearings & dimensions of lot boundaries
- Location and description of ~~all~~ easements (*visible*)
- Buildings and ponds (approximate location)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 ½ x 14 with ½ inch margin at the top and ¼ inch margin on sides

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

FEMA Flood Plain Note: (one or the other)

- "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____." OR
- "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C0325D, dated February 4, 2011."

Jacob W. Barten
SURVEYOR (print)


SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 9th day of January, A.D., 2023, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume ---, Page ---.

CCM 01/09/2023

WITNESS MY HAND AND SEAL OF OFFICE this the 10th day of January, 2023.



[Signature]
COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke
COUNTY CLERK
COLORADO COUNTY, TEXAS

By: Michelle Kollmann
Deputy Clerk

CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 10th day of January, 2023, and duly recorded on the 12th day of January, 2023, in the Official Records of Colorado County, Texas, in Volume 1024, Page 96.

Kimberly Menke
COUNTY CLERK, COLORADO COUNTY, TEXAS

By: [Signature]
Deputy Clerk JOSANDI MARTINEZ

**COLORADO COUNTY, TEXAS
THOMAS COLEMAN SURVEY
ABSTRACT NO. 159**

LEGEND

- Found 1/2" Iron Rod
- ⊙ Set 1/2" Iron Rod
- ⊖ Power Pole
- - - Power Line



Project No. 110922-069
Date: November 10, 2022

Owner Name: Michael Gajewski
Address: 2028 FM 2761, Cat Spring TX. 78933

Remainder Tract

Michael K. Gajewski and Josephine Gajewski
Remainder of 285.82 Acres
Volume 754, Page 9 Official Records
Volume 948, Page 366 Official Records

Leanna Gajewski Parrott
322.18 Acres
Volume 754, Page 9
Official Records

LIMITED LAND DIVISION



Survey plat of four tracts of land in the Thomas Coleman Survey, Abstract No. 159 in Colorado County, Texas; and being a part or portion of that land described as 285.82 acres in Partition Deed dated April 29, 2014, conveyed to Michael Gajewski and recorded in Volume 754, Page 9 of the Colorado County Official Records and being that same land described in Warranty Deed dated December 24, 2020 from Michael Gajewski to Josephine Gajewski in Volume 948, Page 366 of the Colorado County Official Records.

Notes

- This survey was performed without the benefit of a title commitment.
- This property is subject to the easements, restrictions, covenants, and conditions, which may be applicable.
- This property is subject to the rights of the public to any area located within a public roadway, street, or alley.
- This survey was performed without the benefit of an abstract of title.
- This is a boundary survey only and does not show improvements or easements.
- No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C0325D, dated February 4, 2011.
- All original prints paid for by the client and supplied to the client remain the property of the client. Texas Land Systems retains copyright to all survey documents and depictions produced. No part of this document may be reproduced or altered.
- This survey is considered an unofficial document unless having an original signature and seal of surveyor.
- By the acceptance and use of this document, you hereby acknowledge that you have read, understand and agree with the above notes.

**TEXAS LAND SYSTEMS
Surveying & Mapping**

3554 FM 109 Columbus, Texas 78934
Phone: (979) 732 - 2086
Firm Registration No. 10193708
I, Jacob W. Barten, Registered Professional Land Surveyor No. 6337 of Colorado County, Texas hereby state that this plat represents the results of an on the ground survey, prepared in accordance with the Subdivision Rules of Colorado County.
Jacob W. Barten
Jacob W. Barten, RPLS 6337

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

0136
FILED FOR RECORD
COLORADO COUNTY, TX
2023 JAN 10 PM 1:26
KIMBERLY MENKE MK
COUNTY CLERK

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED in the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

JAN 12 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

January 9, 2023

- __8. Release Check No. 21493 in the amount of \$2,500.00 posted by S&S Irrigation, Inc. in lieu of performance bond for Old Altair Road, Precinct No. 4. (Gertson)**

Commissioner Gertson stated that the work has been completed and there are no issues.

Motion by Commissioner Gertson to release Check No. 21493 in the amount of \$2,500.00

posted by S&S Irrigation, Inc. in lieu of performance bond for Old Altair Road, Precinct

No. 4; 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

January 9, 2023

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

Application

Applicant Company: S&S Irrigation
Contact Person: Al Schindler
Address: 107 E. Stockbridge
Eagle Lake Tx
Phone: 713-875-2774 Fax: _____

Location of right-of-way for proposed construction/installation/repairs in Precinct 4 :
1351 Old Altair Rd.

Description of right-of-way work to be performed: _____
Bore sewer line for the City of Eagle Lake

10/4/2022
Date

Al Schindler
Signature of Firm Name Representative

Al Schindler
Printed Name of Firm Name Representative

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

S & S IRRIGATION, INC. PH: 979-234-5531, 979-732-3902 107 E. STOCKBRIDGE EAGLE LAKE, TX. 77434		THE FIRST NATIONAL BANK P.O. DRAWER 287 EAGLE LAKE, TEXAS 77434 (979) 234-8001		21493
PAY TO THE ORDER OF: <i>Colorado County</i>		<i>10-7-2022</i>		
<i>Two thousand five hundred and no/100</i>		<i>\$2500.00</i>		DOLLARS
MEMO	<i>Juanne Schindler</i>			

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

January 9, 2023

- __9. Approval to sell 2011 Chevrolet Tahoe VIN 1GNLC2E0XBR246617 to San Felipe-Frydek Volunteer Fire Department for \$3,000.00. (Furrh)**

Michael Furrh, EMS Director, explained that this Chevrolet Tahoe was acquired from the Sheriff's Department years ago and is no longer used. An opportunity arose to potentially sell the vehicle to the San Felipe-Frydek Volunteer Fire Department. Commissioner Brandt questioned the price. He wondered if it could potentially sell for more on Gov Deals. Commissioner Gertson stated he liked the idea of helping a neighboring department. Commissioner Brandt asked if sold, would the funds go back to the Sherriff's Department since the vehicle was originally theirs. Michelle Lowrance answered that if the Sheriff's Department purchased the vehicle, the funds would go back to the Sheriff's Department through the General Fund.

Motion by Commissioner Brandt to approve the sale of a 2011 Chevrolet Tahoe VIN 1GNLC2E0XBR246617 to San Felipe-Frydek Volunteer Fire Department for \$3,000.00; 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
January 9, 2023**

01-06-23 -- Capital Assets File Listing - Tag Number Order
TIME:09:05 AM

PAGE 1
PREPARER:0009

11813	Desc: 2011 CHEVROLET TAHOE	Purchase Date: 05-09-2011	Purchase Val:	31,736.00
12-540-575	ID #: 2847 Serial #: 1GNLC2E0XBR246617	Warranty Date: 00-00-0000	Working Val:	31,736.00
	From: CALDWELL COUNTRY CHEVROLET	Funding: General Fund	Salvage:	0.00
	Location: EMS	Function: Public Safety	S/C: Active	/Excellent
	Depreciate: Yes Months: 84 Capitalize: Yes		Depreciation Val:	31,736.00
	Comments: 5-25-17 TRANSFER FROM SHERIFF/STATION 1			

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

1/5/23, 12:49 PM

2011 Chevrolet Tahoe LT Sport Utility 4D Trade In Values | Kelley Blue Book

Home > What's My Car Worth? > Category & Style > Options > Condition > LT Sport Utility 4D

Odometer

220702

Advertisement

My Car's Value

2011 Chevrolet Tahoe LT Sport Utility 4D 4.5 ★ (593 Ratings)

 Print

VIN: **1GNLC2E0XBR246617**

[Edit options](#) [Write a review](#)



Recalls: **6 Recalls Found**
Is my car affected?



Repair Estimator: **See Pricing**
What's a fair price?



Options **Next Steps**

1 Your Options

[Instant Cash Offer](#) [Trade-in](#) [Private Party](#) [Donate Your Car](#)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

1/5/23, 12:49 PM

2011 Chevrolet Tahoe LT Sport Utility 4D Trade In Values | Kelley Blue Book



① Important info
& definitions

Value valid as of **01/05/2023**

Factors That Impact Value

Check that yours are correct below.

Condition: Fair

Mileage: 220,702 ZIP Code: 77474

Why Sell Your Car Yourself?

- Make more money!
- Reach millions of buyers
- Our tools make it easy
- One-time charge of \$49



Place My Ad Now

2 See How Others Price Your Car

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Set a competitive price when you know what others are asking.

Used 2011

Chevrolet Tahoe

\$8,500

Used 2011

Chevrolet Tahoe

\$12,999

Us
C

\$

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3 Place an Ad

Reach serious car shoppers on both KBB.com and Autotrader.

Price **\$49**

Get Started

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Compare prices from three local dealers.

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2023 Chevrolet Tahoe

High Country

[Change Vehicle](#)

Tegeler Chevrolet
4062 NE I-10 Frontage Rd
Sealy, TX 77474
2 miles away

Traditions Chevrolet

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- _10. Report from Michael Furrh regarding potential costs for construction of EMS Station No. 3 at Eagle Lake and seek authority to request proposals from contractors. (Furrh)**

Michael Furrh stated that Medic 3 is currently housed off Highway 90A. Several years ago, during Hurricane Harvey, a flooding incident caused the station to be relocated. After being temporarily housed at Rice Medical Center, a trailer house was placed at the 90A location. The trailer house is deteriorating and needs to be replaced with a permanent station. After research, Mr. Furrh thinks the approximate cost for the project would be \$500,000 to \$800,000. This estimate is based off a plan that includes a two-bay drive through with a one-bay back in. It would be a metal building with a four-foot stone facade around the front. Judge Prause stated that the location is good with the state highway, less traffic, and the fact that the county already owns the land. Mr. Furrh explained that he would like to solicit bids in two phases. Phase one would consist of dirt work, concrete, rough in of electric and plumbing and the metal building. Phase two would be the completions of electric, plumbing, interior of the building, generator, etc. Mr. Furrh would like to see the county use local contractors versus one large bid package. Austin County shared their plans which would save money by cutting out an architect. Commissioner Gertson said the septic system needed to be looked out as well to ensure there would be no problems. Commissioner Brandt stated he wants to make sure the scope of work is specific so when bids are accurate.

Motion by Judge Prause to authorize Michael Furrh to begin writing a scope of work with specifications to seek proposals from contractors for construction of EMS Station No. 3 at Eagle Lake; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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S-2

120

PROJECT: BELLVILLE EMS STATION

DATE: 12/15/22

SCALE: AS SHOWN

BY: J. G. BURNS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/15/22
2	ISSUED FOR CONSTRUCTION	12/15/22
3	ISSUED FOR OCCUPANCY	12/15/22

PROJECT NO.	22-0001
CLIENT	AUSTIN COUNTY
ARCHITECT	BURNS & MCDONNELL, LLC
DATE	12/15/22

SCALE: AS SHOWN

DATE: 12/15/22

Project Number: 22-0001

Date: 12/15/22

Scale: As Shown

By: J. G. BURNS

NOTE: DO NOT SCALE DRAWING

CONSTRUCTION DOCUMENTS

No.	Revision	Date

AUSTIN COUNTY

BELLVILLE EMS STATION

BELLVILLE, TEXAS

BURNS & MCDONNELL, LLC

P.O. BOX 2008

644 W. HIGHWAY 191, TRUSS

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REGISTERED PROFESSIONAL ARCHITECT

BURNS

ARCHITECTURE, PLLC

**MINUTES OF THE COLORADO COUNTY
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- _11. Report from Michael Furrh regarding potential costs for construction of maintenance building at EMS Station No. 1 in Columbus and seek authority to request proposals from contractors. (Furrh)**

Michael Furrh stated that EMS has been taking care of its own general maintenance for six to seven years now. Currently, EMS employs a full-time maintenance supervisor who is also an EMT. He takes care of oil changes and all minor maintenance of all fleet vehicles for EMS and helps other departments from time to time. Mr. Furrh is requesting a 40x60 building with a lean to on one side to be used for this maintenance work and for additional storage. He stated this would be for the building and insulation only. Any work benches, bathroom, etc. would be taken care of in house. Commissioner Brandt asked about the location of the building. He wondered if this maintenance building could be located with Station 3. Mr. Furrh stated that it could, but Columbus is more centrally located. He also said possibly putting a pit in the maintenance building would be more beneficial than buying a lift but would still give the ability to get under the vehicles. Commissioner Wessels stated he would like to see the building built in the back of the property to allow for future expansion of the current station if needed.

Motion by Judge Prause to authorize Michael Furrh to set a scope of work and request proposals from contractors; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

- _12. Colorado County EMS update. (Furrh)**

Michael Furrh stated that EMS collected \$122,758 for the month of December. There were 185 9-1-1 calls, 37 emergency transfers, 9 non-emergency transfers, and 0 denied calls for a total of 231 calls for service. 169 were in county residents, 33 were out of county residents, 3 were jail inmates, and 2 were in custody. Mr. Furrh also reported that he has more paramedics on board therefore the advanced calls for service are going back up. He stated that since he took over as director, the department has gone from approximately 5 to 12-13 paramedics on staff. Having the paramedics on staff does increase collections because more transports with advanced life support needs can be taken.

Mr. Furrh introduced the new EMS Assistant Director, Marti Ingvarlsen. She stated she was excited about the position and had goals to make this the best EMS department in the area. She encouraged the court to reach out to her with any concerns.

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- _13. Authority for IT Manager to accept proposal with Open Text Inc for Cloud Fax Solution with Xmedius and authorize porting existing phone numbers to cloud fax provider. (Schneider)**

Charles Schneider, IT Manager, explained that the fax lines at the courthouse and annex building are antiquated. He is proposing upgrading to a cloud fax provider. He explained the cost of this service is based on credits (12,000 credits are \$1,300.00)

Motion by Judge Prause to authorize for IT Manager to accept proposal with Open Text Inc for Cloud Fax Solution with Xmedius and authorize porting existing phone numbers to cloud fax provider; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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QUOTATION

Quotation Reference Number: 01499596

Date (yyyy/mm/dd): 2023/01/04

Page: 1 of 2

To Colorado County
400 Spring St.
Columbus TX 78934
United States
Attention Charles Schneider
Title IT Manager
Office 979-500-4500
Mobile
Fax
Email it@co.colorado.tx.us
Ship to Email it@co.colorado.tx.us

From Open Text Inc
2440 Sand Hill Road
Menlo Park CA 94025
United States
Contact Paul Varacalli
Title Account Executive
Office (513) 275-8252
Mobile
Fax
Email pvaracalli@opentext.com

Currency USD
Contract Term 12 Months

Item	SKU / Product Name	New Quantity	Unit of Measure / Hosting Model	Selling Price Per Unit	Monthly Rate	1st Year Net Price	Contract Net Price
1	1000055344 XM Cloud Prepaid 12,000 Credits - 1 year	1		1,349.00		1349.00	1,349.00
2	1000052288 XM Cloud Basic Onboarding/ Account creation	1	Fee	750.00		750.00	750.00
Sub-Total				USD	0.00	2099.00	2,099.00
Grand Total (Before Taxes)				USD			2,099.00

Shipping and Freight charges may be applied to your invoice if you have not provided OpenText with preferred carrier details

Notes
XM SendSecure and XM Fax cloud services are governed by the Open Text Cloud General Terms and Conditions Multitenant Services available at <https://www.opentext.com/> agreements, as supplemented and amended by the XM Fax and XM SendSecure Cloud Services Appendix to the Open Text Cloud General Terms and Conditions, as provided with and/or attached to this Quotation or found at the same link.

OPENTEXT QUOTE NUMBERS MUST BE REFERENCED ON ALL PURCHASE ORDERS

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QUOTATION

Quotation Reference Number: 01499596

Date (yyyy/mm/dd): 2023/01/04

Page: 2 of 2

Quotation Terms & Conditions:

Expiration Date (yyyy/mm/dd) 2023/02/28
Payment Terms Net 30
Shipping Information FOB Shipping Point
Government Agreement Number N/A
Taxes Not Included

Unless otherwise specified herein, the purchase and use of software licenses specified above are governed by the Open Text End User License Agreement embedded in the software product and accessible as a read me file, or in the absence of an embedded license or a valid consent to its application as required by applicable law, the terms of the Open Text End User License Agreement (available at www.opentext.com/agreements) for the country of the Open Text entity named in this Quotation, unless a signed agreement between you and Open Text covering the license of software is effective as of the date of this quotation which shall prevail over any embedded or online terms.

Software licenses sold to an Open Text partner for onward sale to another End User, are governed by the current partner master agreement signed by the parties.

The purchase and use of third party software licenses (i.e. software licenses granted by parties other than OpenText) set out in this quotation which are being resold by OpenText are governed by the software license terms which accompany such third party software, and such terms represent an agreement between the third party and the customer/licensee (OpenText is not a party to such terms).

Maintenance and support services are provided in accordance with the terms and conditions set out in the applicable Open Text Software Maintenance Program Handbook available at www.opentext.com/agreements ("SMPH") and either (i) the applicable license agreement, (ii) the Software Support Terms and Conditions for the country of the Open Text entity named in this Quotation, available at www.opentext.com/agreements, or (iii) a signed agreement between you and Open Text covering the provision of Support Services.

The purchase and provision of professional or consulting services set out in this quotation are governed by the services agreement signed by the parties, or in the absence of such signed agreement, the terms of the OpenText Professional Services Programs Agreement (available at www.opentext.com/agreements) which is effective as of the date of this quotation.

The provision and use of Cloud Services are governed by the Open Text Cloud General Terms of Service available at www.opentext.com/agreements.

The purchase and use of hardware set out in this quotation is governed exclusively by the terms and conditions which accompany such hardware, and OpenText disclaims all warranties and liability in respect of the purchase, sale, and/or use of such hardware.

In the event you require a purchase order or any other document to be issued in connection with your acceptance of this Quotation, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Open Text acknowledges or issues an invoice after receiving the purchase order. By signing this Quotation or accepting it by email or by issuing a purchase order for the amount set forth above, or by paying such amount you have entered into a valid and binding agreement for the provision of software licenses and maintenance and support services, services or hardware on the terms and fees set out herein.

This quotation contains subscriptions to products or services which shall automatically renew at the end of the term. The renewal term will be the same length of time as the initial term, unless prohibited by applicable law or otherwise agreed in writing by OpenText. Any discounts shown above may not apply to any renewal term.

To accept this proposal, please sign below and return.

Accepted By Charles Schneider
Title IT Manager
Company Colorado County

Signature

Date

MINUTES OF THE COLORADO COUNTY
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opentext™


Solution overview


Modernizing Document Communications with Cloud Fax


Companies migrate to cloud services to save money, increase reliability, and free up staff resources.

OpenText™ XM Fax™ in the cloud brings these benefits to secure document communications.



 Improves efficiency and reliability

 Reduces costs

 Increases security and decreases compliance risks

 Integrates with cloud PBXs

Organizations are under tremendous pressure to cut costs and streamline operations. Fortunately migrating technology to the cloud can deliver both, along with other benefits. However, this can cause problems for secure document exchange workflows when telephony is migrated to the cloud and analog fax machines can't make the leap.

OpenText™ XM Fax™ in the cloud reduces costs, frees up IT staff for other tasks, migrates fax costs from CAPEX to OPEX, and includes high availability with georedundancy. Not only that, but it solves a key problem that organizations face when transitioning to cloud PBXs: losing onsite telephony for traditional fax machines without an alternative.

Improves efficiency and reliability

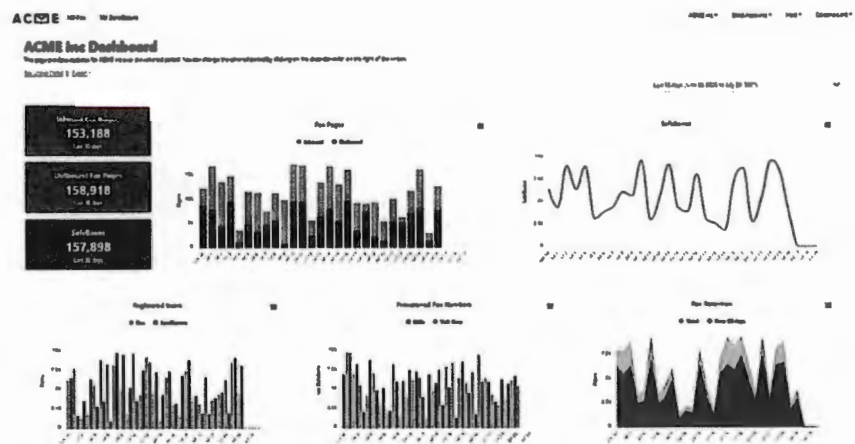
Frees IT resources

Moving faxing to the cloud takes maintenance, repairs, and software updates with it. Your IT staff are spared the effort and knowledge needed to administer core processes so they can spend their time on more strategic projects.

XM Fax provides a centralized record of usage with analytics delivered via an intuitive dashboard. This allows administrators to see at a glance how the solution is being utilized by your organization on a daily, weekly, monthly, or annual basis.

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Streamlines workflows with broad interoperability

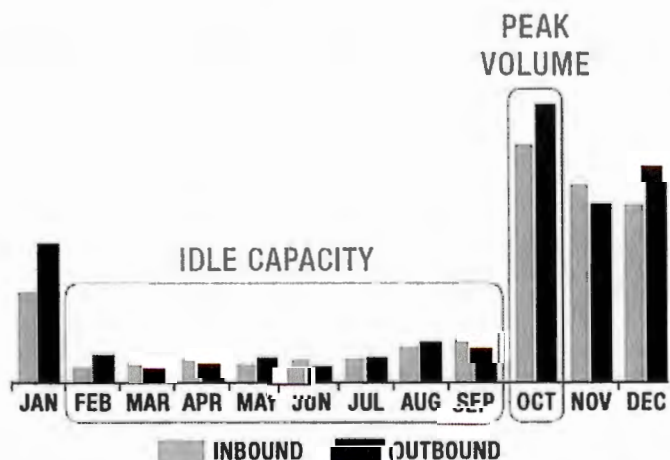
XM Fax connects to all mail servers (including Microsoft Exchange), Microsoft Outlook, a wide variety of MFPs (Xerox, Toshiba, Ricoh, Sharp, Lexmark, HP), and both Android and iOS mobile devices. XM Fax also allows users to send confidential information by fax directly from Epic, NextGen, and Allscripts EMR/EHR solutions. A variety of APIs, webservices, and custom python scripting are supported for further integration into processes.

Reduces costs

Moving your faxing to the cloud delivers substantial economic benefits:

Pay less: closely align capacity to current volumes

On-premises faxing solutions, be they analog machines or digital fax servers, must be proportioned to handle peak periods of fax usage, even if those are well outside normal volume. The alternative means risking busy signals, failed delivery, or systems crashing entirely. That means a majority of the time you could be paying for capacity you're not using. XM Fax in the cloud is designed to easily scale with your volume, so there's no need to pay for an infrastructure that you might never use.



Pay the way you want

XM Fax in the cloud is available via flexible payment options - either subscriptions or prepaid credit packs. This allows your organization to choose the system that best suits your needs and budget.

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Increases security and decreases compliance risks

Faxes sent and received through XM Fax in the cloud are all handled in secured, enterprise-grade hosting facilities that are georedundant, and offer built-in high availability and disaster recovery. Incoming faxes are then routed directly to the inbox of the recipient (via ANI, DID, CSID, DTMF, or bar codes), avoiding unauthorized access or exposure.

The XM Fax cloud is ISO/IEC 27001:2013 and PCI DSS certified (among other security certifications). Connections between your organization and the cloud facility are transmitted using the following security protocols:

- HTTPS for web connectivity
- FTPS, SCP, and SFTP to route fax image files to customer folder destinations
- SSLIOP for the Windows client (SendFAX) to submit faxes
- TLS encryption is available for email communication.



Reduces compliance risks

In addition to the above security measures, XM Fax can further aid compliance. Cloud hosting is region locked to simplify data sovereignty issues, and available in your choice of US, Canada, or EU regions. The solution has been designed from the ground up with recordkeeping and security for HIPAA, FERPA, SOX, and GDPR compliance in mind.

Integrates with cloud PBXs

The world's most successful organizations aren't just migrating software and storage to the cloud, but communications as well. While moving your PBX offsite can lead to real savings, it can potentially break the chain of telephony that your faxing relies upon. Additionally, softphone applications like Microsoft Teams and Cisco Webex do not have fax capabilities.

Moving your faxing to XM Fax in the cloud solves that problem by transitioning to cloud fax telephony, eliminating cost and onsite complexity.

-
- OpenText Professional Services
 - XM Fax Training Programs
-

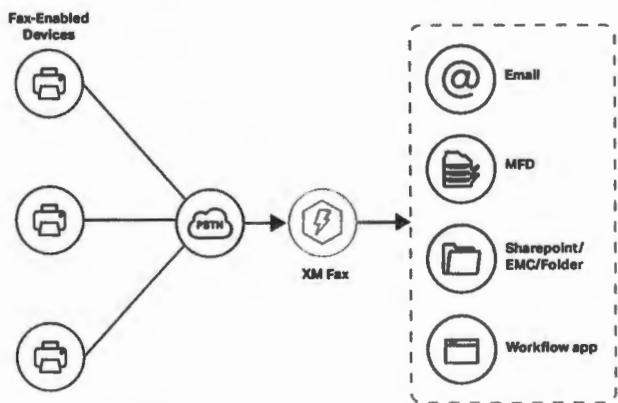
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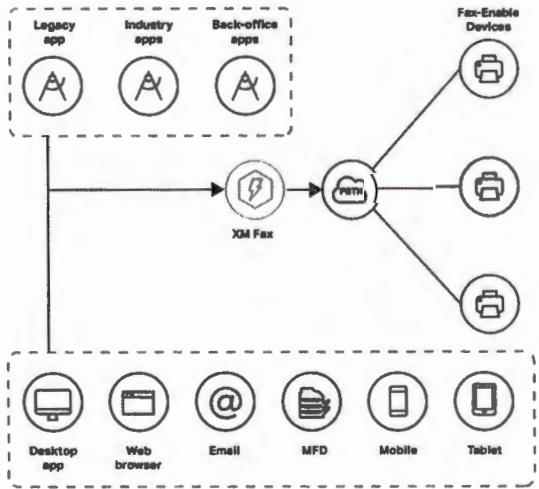
- [▶ XM Fax Overview Video](#)

- [🔗 MFP & EMR/EHR Connectors](#)

XM Fax Cloud Inbound Faxing



XM Fax Cloud Outbound Faxing



Security & Regulatory Certifications—XM Fax cloud hosting is certified ISO/IEC 27001, PCI DSS, Cyber Essentials, and CSA STAR level 1.

Scalability —XM Fax in the cloud automatically adapts to avoid capacity constraints, busy signals, and overbuying now to handle usage spikes later. Organizations can meet their current volume needs while being prepared for increases as business grows in the future.

Automated Routing—Via telephony (e.g. DID, CSID) and character recognition (OCR, barcodes) based methods. Rules-based routing allows faxes to be automatically delivered to the right individual users' inboxes, designated groups, network folders, etc.

About OpenText

OpenText, The Information Company, enables organizations to gain insight through market leading information management solutions, on-premises or in the cloud. For more information about OpenText (NASDAQ: OTEX, TSX: OTEX) visit: opentext.com.

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XM Fax Cloud Security FAQ

OpenText XM Fax Cloud

Frequently asked security questions

The OpenText™ XM Fax™ cloud solution delivers all the benefits of an on-premises fax server without the upfront capital expenditures. It aids strict adherence to regulatory & compliance policies with secure fax transmission protocols, automation mechanisms, and tools for demonstrating accountability, control, and transparency. This is a redundant, high-availability faxing solution available 24/7 via an internet connection (99.9% Availability SLA).

STORAGE	
HOW DO YOU ENSURE THE AVAILABILITY AND SAFETY OF MY DATA?	XM Fax data is automatically replicated across 2 physical locations. Should a failure occur at the primary location, the fail-over will be done transparently to the secondary location.
WHERE ARE THE APPLICATIONS HOSTED?	The service is offered in 3 regions (USA, Canada, and Europe). To suit customers' data sovereignty requirements, their fax data is maintained within their region, either hosted in the USA (Atlanta, GA & Portland, OR), in France (Les Ulis & Paris), or in Canada (Montreal & Toronto). For more details on where a specific data is stored, please refer to our Privacy Policy .
CAN I OBTAIN A BACKUP OF MY FAXES?	Yes, you can obtain a copy of your fax data at any time. Fees may apply. If you terminate your service and want backup data, such a copy request must be submitted within thirty (30) days of termination.
HOW DO YOU ADDRESS FAX RETENTION & DELETION?	Retention: Our system is specifically designed to fulfill retention requirements. XM Fax security and compliance levels can be extended to include fax records and fax image storage, where customers can choose how long information is stored on the XM Fax Cloud network. Fax retention options are described in our support portal . Deletion: In order to preserve records for clients with auditing and regulatory compliance requirements, our solution prevents uncontrolled fax deletion. Fax deletion is controlled only by the deletion/retention policies defined within the system by administrators. There is no option for users or administrators to delete individual fax transmission records or fax images from the cloud solution account.

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CAN AN ADMINISTRATOR TRACK FAX DELIVERY?	We provide an audit trail of fax transmissions that allows both administrators and users to track fax history and verify delivery. There is also a complete event log generated for each transaction which allow further auditing.
IF I LEAVE THE SERVICE, HOW LONG WILL MY DATA BE KEPT?	Data pertaining to the fax application and account management will be retained for a period of ninety (90) days after the account termination.

AUTHENTICATION	
WHAT ARE THE POSSIBLE AUTHENTICATION METHODS ON THE PLATFORM?	<p>Platform Login: Providing users and administrators with platform-specific credentials. These credentials are managed in the XM Fax cloud platform (not SSO).</p> <p>SAML 2.0 & WS-Federation: Allowing Single-Sign-On with external Identity Providers (IDP) like AD-FS, Okta, F5, and others.</p>
WHAT ARE THE PASSWORD POLICY MECHANISMS?	<p>The platform policy mechanisms apply to the platform login only. The system allows an administrator to select one or several security features with regards to user authentication.</p> <p>The following criteria can be configured by an administrator</p> <ul style="list-style-type: none"> • Password: <ul style="list-style-type: none"> • Password complexity • Password length – minimum length is different for users and admins • Password reuse policy • Password expiration • Account locking and unlocking policy • Two-Factor Authentication (2FA): a user can activate 2FA and an administrator can enforce its use. XM Fax cloud 2FA uses Time-based One-Time Password (TOTP).

COMPLIANCE	
WHAT ARE THE XMEDIUS CLOUD PLATFORM CERTIFICATIONS?	<p>The infrastructure supporting XM Fax and XM SendSecure in the cloud meets the rigorous physical, logical, process, and management controls required to achieve the highest security standard.</p> <p>The solutions are certified:</p> <ul style="list-style-type: none"> • ISO 27001 • PCI DSS • CSA Star Level 1 • Cyber Essentials <p>In addition, the solutions are HIPAA and GDPR compliant.</p>

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HOW DOES YOUR SERVICE ADDRESS PCI DSS COMPLIANCE?	<p>XM Fax and XM SendSecure cloud solutions are certified PCI DSS.</p> <p>This underscores OpenText's commitment to providing the most secure methods for transmitting sensitive financial data. OpenText's PCI DSS compliance enables organizations to leverage XM Fax and XM SendSecure to exchange protected cardholder information for cards issued by the major credit card companies.</p>
HOW DOES YOUR SERVICE ADDRESS HIPAA COMPLIANCE?	<p>To ensure that healthcare providers can use XM Fax to exchange ePHI, OpenText implements several administrative, technical, and physical safeguards to protect your data. For example, a "Zero Retention" option is available and ensures that ePHI data (i.e., fax images) is deleted immediately after fax delivery.</p> <p>All employees involved in the operation and support of XM Fax and XM SendSecure receive mandatory HIPAA training and specific policies are in place to prevent the unintended disclosure of ePHI data. OpenText can also enter into a Business Associate contract with healthcare providers.</p>
HOW DOES YOUR SERVICE ADDRESS SOX COMPLIANCE?	<p>XM Fax helps achieve SOX compliance by:</p> <ul style="list-style-type: none"> • Securely and rapidly routing faxes directly to intended recipients' email inboxes or secure printers • Creating an audit trail of fax transmission logs • Preventing the uncontrolled deletion of faxes <p>Fulfilling retention requirements</p>
HOW DOES YOUR SERVICE ADDRESS FERPA COMPLIANCE?	<p>XM Fax helps educational institutions achieve FERPA compliance by:</p> <ul style="list-style-type: none"> • Enabling electronic storage and an audit trail of fax transmission logs, which can be configured to store all incoming and outgoing faxes electronically in cloud-based secured storage, or on a network archiving system or database. The XM Fax cloud solution also allows users and administrators to track fax history and verify fax delivery • Preventing uncontrolled fax deletion. Fax deletion is controlled only by the deletion/retention policies defined within the system. There is no option for users or administrators to delete individual fax transmission records or fax images from their Cloud Service account <p>Fulfilling retention requirements. XM Fax cloud security and compliance levels can be extended to include fax records and fax image storage, where customers can choose how long information is stored on the XM Fax cloud network. Retention parameters range from immediate deletion to unlimited retention</p>

OTHER	
HOW DO YOU ENSURE SECURE COMMUNICATIONS AND DATA?	<ul style="list-style-type: none"> • We deploy redundant hardware, software, security, and network and telecommunications systems and monitor all activity to ensure that the XM Fax Cloud solution is operational and available 24/7, 365 days per year (<u>99.9% Availability SLA</u>) • In order to ensure data privacy and integrity, all communications use encrypted protocols (HTTPS, TLS, SFTP, SCP, etc.). The XM Fax/XM SendSecure cloud web portal and web APIs are only accessible via HTTPS • Sensitive data, like fax images, is encrypted at rest using full disk encryption and strong ciphers (AES128 and AES256) • Physical access to our datacenter is protected with multiple physical layers of security, a CCTV surveillance system, an integrated card reader security system, and a locked server cabinet <p>More details can be found in our CAIQ questionnaire.</p>

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HOW IS FAX AUDITING PERFORMED?	<p>The XM Fax cloud solution offers a complete event log to monitor all system events and user/administrator actions that occur on a single fax. An Event Log tab is available on the Fax Properties page. This information is available:</p> <ul style="list-style-type: none">• To Administrators: in all faxes listed in the Monitor section of the Administration Interface• To Users: in their own faxes, accessed via the Web Client• Each fax event log can be exported into a Microsoft Excel file (.xlsx) for archiving or troubleshooting purposes. Users can be prevented from viewing the Event Log tab in Fax Properties, based on their Profile security settings or Access Rights.
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About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit opentext.com.

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

opentext™

Data sheet

Prepaid Credits for OpenText XM Fax and OpenText XM SendSecure in the Cloud

Deploy Fax over IP (FoIP) and Secure File Exchange solutions to your organization quickly, then purchase capacity in the quantity and at the time that suits your budget

Support critical communications workflows with efficient, cost-effective tools that promote compliance with key regulations (HIPAA, GDPR, FERPA, SOX, etc.) while protecting against breaches. Prepaid credits can be used across both solutions and are available in a variety of package sizes and types to serve your organization's needs.



Control costs by aligning expenditures to budget cycles and other purchases (MFPs, Managed Services agreements) then adding credits as needed



Gain flexibility through single package purchases (bulk and extended expiration options), while sharing credits between XM Fax and XM SendSecure



Boost efficiency with easy to use integrations to securely communicate anywhere



Increase security with encryption, automatic recordkeeping, and other powerful features

OpenText™ XM Fax™

Deploy powerful, cost-effective fax over IP functionality with minimal effort and cost. Transform manual faxing into a secure and managed business workflow that can be performed anywhere with an internet connection via laptops, workstations, mobile devices, and multifunction printers (MFPs).

OpenText™ XM SendSecure™

Safeguard your sensitive data with an easy-to-use secure file exchange solution that utilizes robust security features (2-factor authentication, double encryption, virus scanning, ephemeral storage, etc.) to ensure the safe delivery of documents, audio, video and any other files up to 5TB in size.

XM Fax credit costs

Per Inbound Fax Number (DID)	40 Credits/Month
Per Toll-Free Inbound Fax Number	100 Credits/Month
Number Porting	150 Credits per Number Port
Toll-Free Number Porting	250 Credits per Toll-Free Number Port
Per Inbound Page	1 Credit
Per Toll-Free Inbound Page	2 Credits
Per Outbound Page ¹	1 Credit (Zone 1 Countries)
Fax Retention (Beyond 90 Days) ²	10 Credits/Month per 1,000 Pages
MFP Connectors ³	30 Credits/Month per Connector

¹Outbound page credit cost varies from country to country and is subject to change based upon market conditions. For international credit deductions ask your reseller for a copy of the rates.

²90 days of fax retention included for free. Beyond 90 days you will be on a Fax Retention Plan at the rates stated. By default, faxes are retained as the customer uses our XMedius Cloud Fax services. Customers can request a shorter retention period via our service helpdesk.

³MFP Connectors available are Ricoh ESA, Xerox EIP, HP Workpath, Sharp OSA, Toshiba (sold only through TABS), Xerox APEOS, Ecopy ShareScan, Lexmark eSF. The Xerox ConnectKey App is a free download and with no monthly credit deduction. Installation is not included in the credits cost.


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

January 9, 2023




 [OpenText XM Fax](#)

 [XM Fax Overview Video](#)

 [OpenText XM
SendSecure](#)

 [XM SendSecure
Overview Video](#)

 [MFP & EHR/EMR
Connectors](#)

XM SendSecure credit costs

Per SafeBox	5 Credits
Per SMS or Voice Authentication	United States, Canada – 1 Credit Europe, Asia, Middle East – 7 Credits Rest of the World – 21 Credits
Per 1 GB Downloaded	10 Credits
Per 1 GB Stored	10 Credits/Month

General pricing details

Prepaid credits can be purchased with AUD, USD, CAD, Euro, GBP

Packages can be purchased with expiration terms of 1, 3, or 5 years

Volume-based discounts available

Pricing details will be agreed upon by customer and reseller specified in the applicable Ordering Document

Program rules:

- Prepaid credits are valid for redemption towards services based upon the expiration period identified on the voucher code purchased
- Redeemable for whatever fax and secure file exchange services are activated on the account
- Redeemed at credit value for the service options rendered
- May not be used in combination with any other form of payment
- Technical support starts once product is purchased
- Credits are non-refundable, non-transferable, and not for resale

About OpenText

OpenText, The Information Company, enables organizations to gain insight through market leading information management solutions, on-premises or in the cloud. For more information about OpenText (NASDAQ: OTEX, TSX: OTEX) visit: opentext.com.

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

January 9, 2023

- _14. Appoint County Commissioner as representative/director on the Combined Community Action Agency Governing Board.

Motion by Commissioner Gertson to appoint Commissioner Wessels as representative/director on the Combined Community Action Agency Governing Board; 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**

January 9, 2023

CCA BOARD MEMBER CERTIFICATION

SECTOR: PUBLIC OFFICIALS

Public Body: Colorado County, Texas

Date Certification Notice Sent: January 3, 2023

CCA Board Term: 2023

Name of Representative Presently Serving: Doug Wessels, Commissioner Pct. 1

Action to be taken: Designation by the Commissioners Court of a public official or a representative who shall serve as a director on the Combined Community Action Agency Governing Board.

The individual named below has been designated as the representative empowered to speak, vote and act on behalf of the above stated public body.

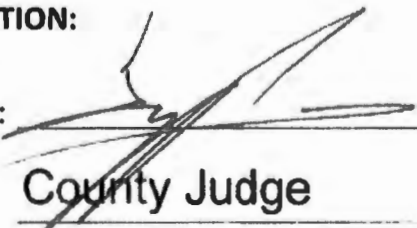
Name: Doug Wessels, Commissioner Pct. 1
Address: 400 Spring Street, Room 107
City: Columbus, TX 78934
Phone: (979) 732-2604

COMMISSIONERS COURT CERTIFICATION:

Authorized Person's Signature: _____

Authorized Person's Title: _____

Date: _____



County Judge

1/9/2023

CCA CERTIFICATION

CCA CHAIRPERSON: _____

DATE: _____



Vice Chair

1-26-23

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

January 9, 2023

- _15. Renew membership with Houston-Galveston Area Council for 2023 and payment of dues in the amount of \$822.28.

Motion by Commissioner Gertson to renew membership with Houston-Galveston Area Council for 2023 and payment of dues in the amount of \$822.28; 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**

January 9, 2023



HOUSTON- GALVESTON AREA COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

December 15, 2022

Hon. Ty Prause
County Judge
Colorado County
PO Box 236
Columbus, TX 78934

Dear Judge Prause:

I am writing regarding Colorado County's 2023 membership in the Houston-Galveston Area Council.

The support and leadership of our member counties is vital as the Houston-Galveston Area Council works in partnership with all of you in planning for the future of our region.

We have begun our mission to become more visible in your communities through a variety of in person meetings where we are listening to your concerns and working within our organization to promote a dynamic workforce through job fairs, apprenticeship opportunities and training. We will continue to focus on projects that increase high-speed internet access for residents and businesses, transportation planning in our rural areas, improved freight and goods movement, and the creation of housing initiatives to help you improve the communities in your county.

H-GAC's local elected official Board of Directors is vigilant to ensure that our organization responds to local needs and we believe H-GAC can be of even greater value as we move forward to increase our presence in the region. For that reason, H-GAC's elected official officers encourage your continuing participation.

An H-GAC dues invoice is enclosed. The dues amount is calculated using your jurisdiction's 2020 Census population. H-GAC dues are among the lowest in the nation and have not changed since the 1970's. Please find enclosed a brief overview of the Houston-Galveston Area Council's services to Colorado County.

We are eager to serve you as our member. Please let me know if you have questions or suggestions about the Houston-Galveston Area Council and how best to support Colorado County.

Sincerely,

A handwritten signature in black ink, appearing to read 'CW', is written over a horizontal line.

Chuck Wemple

CW/cj

Attachment
cc: County Judge's Office

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

January 9, 2023

H-GAC

Houston-Galveston Area Council
P. O. Box 22777
Houston, TX 77227-2777
Phone 713-627-3200
FAX 713-993-2414

INVOICE NO. **2023-04**

Date **12/31/2022**

Make All Payments Direct To: **H-GAC**
P. O. Box 22777
Houston, TX 77227-2777
*Please reference H-GAC
Member Dues & Invoice
Number with Remittance*

SOLD TO: Hon. Ty Prause
County Judge, Colorado County
County Courthouse
P.O. Box 236
Columbus, Texas 78934

Item	Quantity	Description	Unit Price	Ext. Price
		Computed at \$0.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as adopted on February 19, 2002, on the basis of the OFFICIAL 2020 Census Counts published by the U.S. Department of Commerce, or \$200.00, whichever is greater. Your county's population is listed at		
		20,557	\$	822.28
		For Membership Dues January 1 - December 31, 2023		

TERMS: DUE UPON RECEIPT

TOTAL \$ **822.28**

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

January 9, 2023



H-GAC Services Provided in 2021-2022 to
Colorado County

H-GAC Services Provided

County	Entity	H-GAC Program	Service	Amount	Number of Participants
Colorado	Colorado County	Bringing Back Main Street	Workshop/Training		1
Colorado	Colorado County	Emergency Preparedness, State Homeland Security Program Grant	Communications Connectivity and Maintenance Project	\$ 32,608.56	
Colorado	Colorado County	Solid Waste	Workshop/Training		1
Colorado	Colorado County	Solid Waste	Workshop/Training		1
Colorado	Colorado County	Water Resources	Clean Rivers Program Water Quality Monitoring conducted by subcontractor Environmental Institute Houston at 1 site/4 times/year	\$ 1,592.92	
Colorado	Colorado County Addressing	Gulf Coast 9-1-1 District	9-1-1 Addressing Coordinator Meeting		2
Colorado	Colorado County Juvenile Probation	Juvenile Mental Health	10 Hours of Individual Counseling, 4 Group Counseling, and 5 Mental Health Assessments		
Colorado	Colorado County Sheriff's Office	Gulf Coast 9-1-1 District	9-1-1 Regional Meeting		1
Colorado	Environmental Institute Houston - University of Houston at Clear Lake	Water Resources	Clean River Program Training Short-Course #1-10-22-2021		1
Colorado	Environmental Institute Houston - University of Houston at Clear Lake	Water Resources	Clean River Program Training Short-Course #2- 11-19-2021		1
Colorado	Environmental Institute Houston - University of Houston at Clear Lake	Water Resources	Clean River Program Training Short-Course #3-01-28-2022		4
Colorado	Wharton County Junior College Senior Citizens Program-Colorado County	Aging	Congregate Meals	\$ 59,741.91	90
Colorado	Wharton County Junior College Senior Citizens Program-Colorado County	Aging	Transportation	\$ 11,123.82	6

Purchases from H-GAC Discount Purchasing Programs

County	Entity	H-GAC Program	Service	Amount
Colorado	Colorado County	HGACEnergy	Electricity Procurement	\$ 111,691.18
Colorado	Colorado County	HGACBuy Cooperative Purchasing	Ambulances, EMS, and Other Special Service Vehicles	\$ 312,380.00
			TOTAL Discounted Purchases:	\$ 424,071.18

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

January 9, 2023

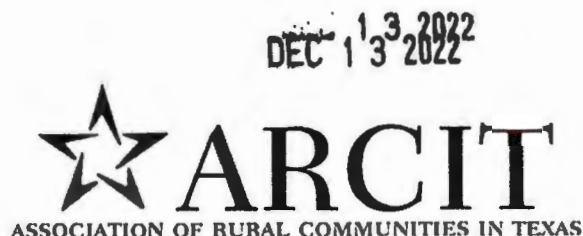
- _16. Renew membership with Association of Rural Communities in Texas (ARCIT) for 2023 and payment of dues in the amount of \$395.00.

**Motion by Commissioner Wessels to renew membership with Association of Rural Communities in Texas (ARCIT) for 2023 and payment of dues in the amount of \$395.00; 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

January 9, 2023

Association of Rural Communities in Texas
1122 Colorado St., Ste. 102
Austin, TX 78701
Tel 512.788.1819
www.arcit.org



INVOICE 2023-12-30

12.2.2022

BILL TO

Colorado County
ATTN: Accounts Payable
P. O. Box 236
Columbus, TX 78934

INSTRUCTIONS

Please make checks payable to ARCIT.

Want to pay by credit card? Go to:

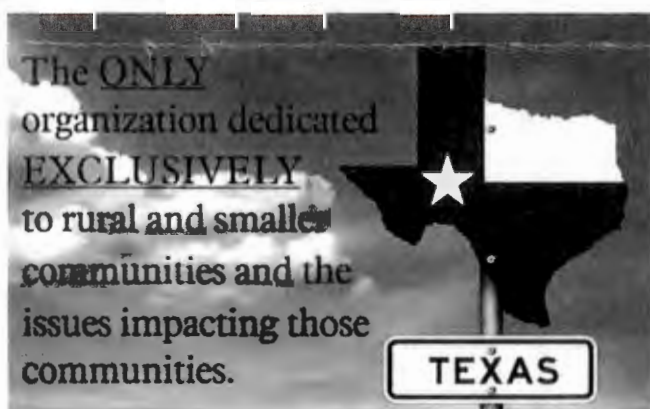
<https://arcit.org/member-services/#member>

- Click "Join/Renew" Red Button

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2023 ARCIT Membership - Colorado County Renewal Date: 1/28/2023 Member Type: county	395.00	395.00

Are you receiving emails from ARCIT???

If not, please email kris@arcit.org to get added to our email list to receive our monthly newsletters and other information important to rural and small communities across Texas.



TOTAL DUE UPON RECEIPT **\$395.00**

Thank you for your business!

For more information or questions, please email or call Kris Parker at kris@arcit.org or Kara Mayfield at kara@arcit.org / phone 512.788.1819

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

January 9, 2023

_17. Set pay for Petit and Grand Jurors.

Motion by Commissioner Neuendorff to keep pay for Petit and Grand Jurors the same which is: \$12.00 for showing up, \$20.00 for serving, and \$40 for serving more than one day; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

January 9, 2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 10, 2022**

_17. Set pay for Petit and Grand Jurors.

Motion by Judge Prause to keep pay for Petit and Grand Jurors the same which is:

Show up: \$12.00

Serve: \$20.00

More than (1) day : \$40.00; 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**

January 9, 2023

- _18. Discuss, consider and action on establishing a secure and readily accessible location by firemen, first responders, law enforcement officers, emergency management director and coordinator, and supervisor of county maintenance for all door keys in the Colorado County Annex Building. (Prause)

Motion by Judge Prause to table item until the next regular meeting; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

- _19. Amended schedule for Commissioners Court Meetings for 2023.

Motion by Commissioner Gertson to amend the schedule for Commissioners Court

Meetings 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**

January 9, 2023

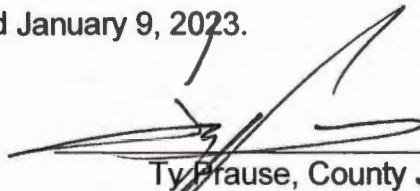
**SCHEDULE OF COLORADO COUNTY
COMMISSIONERS COURT MEETINGS FOR 2023
(Amended)**

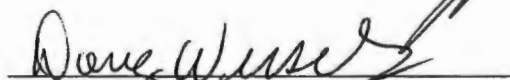
Pursuant to Section 81.005 (Terms of Court, Meetings) Local Government Code, Vernon's Texas Codes Annotated, the Commissioners Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year.

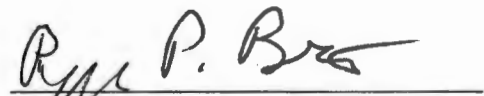
The Colorado County Commissioners Court meetings shall be held at the County Seat at the Colorado County Courthouse, 400 Spring Street, Columbus, Texas in the County Courtroom. Regular Terms shall be held on the 2nd and 4th Mondays of each month with exception of those months in which the Commissioners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

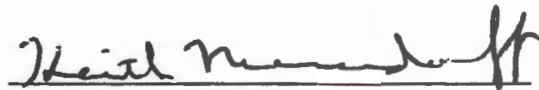
Regular Terms of Court shall be held on: January 9 & 23, February 13 & 27, March 13 & 27, April 10 & 24, May 8 & 22, June 12 & 26, July 10 & 24, August 14 & 28, September 11 & 25, October 10 & 23, November 13 & 27, December 11, and December 27 (if needed).

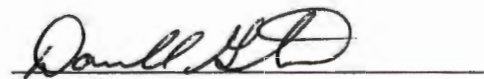
By Order dated January 9, 2023.


Ty Frause, County Judge

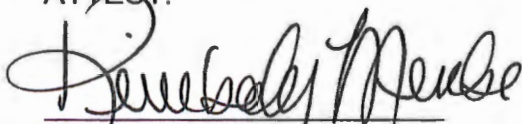

Doug Wessels
Commissioner, Precinct No. 1

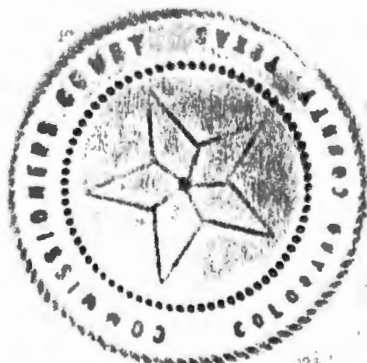

Ryan Brandt
Commissioner, Precinct No. 2


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**

January 9, 2023

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

December 12, 2022

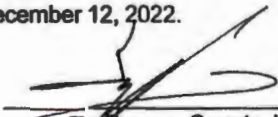
**SCHEDULE OF COLORADO COUNTY
COMMISSIONERS COURT MEETINGS FOR 2023**


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.

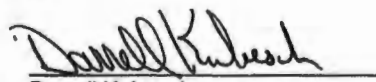
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Regular Terms of Court shall be held on: January 9 & 23, February 13 & 27, March 13 & 27, April 10 & 24, May 8 & 22, June 12 & 26, July 10 & 24, August 14 & 28, September 11 & 25, October 9 & 23, November 13 & 27, December 11, and December 27 (if needed).


By Order dated December 12, 2022.

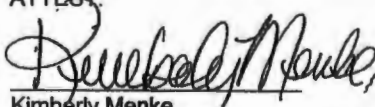

By Prause, County Judge


Doug Westels
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
January 9, 2023**

**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**

January 9, 2023

- _20. Designate sites at which Commissioners Court meetings may be held during the calendar year [Tex. Loc. Gov't Code §81.005(d)].

Motion by Commissioner Brandt to designate sites at which Commissioners Court meetings may be held during the calendar year [Tex. Loc. Gov't Code §81.005(d)]; 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
January 9, 2023**

**2023
DESIGNATED SITES
FOR
COLORADO COUNTY COMMISSIONERS COURT**

Colorado County Courthouse- County Courtroom/District Courtroom/Conference Room

Stafford Opera House- Buddy Rau Room

Colorado County Services Facility- Conference Room

Colorado County Courthouse Annex, Suite 101

Colorado County Agriculture Building- Conference Room

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

January 9, 2023

- _21. Designate sites as alternate locations to hold District Court, Children's Protective Services (CPS) Court, Attorney General Court, County Court (civil, criminal and appeals from Justice of the Peace courts), Juvenile Court, Justices of the Peace Court and Probate Court.

Motion by Commissioner Gertson to designate sites as alternate locations to hold District Court, Children's Protective Services (CPS) Court, Attorney General Court, County Court (civil, criminal and appeals from Justice of the Peace courts), Juvenile Court, Justices of the Peace Court and Probate Court; 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**

January 9, 2023

**2023
DESIGNATED SITES
FOR
DISTRICT COURT, CHILDREN'S PROTECTIVE SERVICES (CPS) COURT, ATTORNEY
GENERAL COURT, COUNTY COURT, JUVENILE COURT,
JUSTICES OF THE PEACE COURT AND PROBATE COURT**

Colorado County Courthouse- County Courtroom/District Courtroom/Conference Room

Stafford Opera House- Buddy Rau Room

Colorado County Services Facility- Conference Room

Colorado County Courthouse Annex, Suite 101

Colorado County Agriculture Building- Conference Room

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

January 9, 2023

- _22. Order fixing number and salaries of office deputies and employees, setting expense and mileage reimbursement.**

Motion by Commissioner Neuendorff to approve order fixing number and salaries of office deputies and employees, setting expense and mileage reimbursement; 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**

January 9, 2023

**ORDER FIXING NUMBER AND SALARIES OF OFFICE DEPUTIES
AND EMPLOYEES, AND EXPENSE ALLOWANCE FOR SHERIFF'S
OFFICE, COUNTY AGENTS, STATE/COUNTY HEALTH NURSE,
FOUR COMMISSIONERS, COUNTY JUDGE, TAX A/C,
COUNTY CLERK, COUNTY AUDITOR, JUSTICES OF PEACE,
CONSTABLES, COUNTY ATTORNEY, PUBLIC DEFENDER,
DISTRICT CLERK, COUNTY TREASURER, 9-1-1 COORDINATOR,
AND OSSF/FLOODPLAIN ADMINISTRATOR WHILE USING PERSONAL
AUTOMOBILES IN AND OUT OF COUNTY WHILE PERFORMING COUNTY DUTIES.**

At the first regular meeting of the Commissioners' Court in and for Colorado County, Texas, for the year 2023 held in the regular meeting place of said court in the County Courthouse at Columbus, Texas on this the 9th day of January 2023 with County Judge Ty Prause presiding and Commissioners, Doug Wessels, Ryan Brandt, Keith Neuendorff, and Darrell Gertson present and Kimberly Menke, County Clerk, in attendance, their having come on for hearing the matter of fixing the method of compensation of County and Precinct Officers, deputies and assistants for the calendar year 2023. It was moved by Commissioner Neuendorff that all County Officials and their deputies and assistants be compensated on a salary basis paid semi-monthly on the 15th and 30th day of each month or the preceding Friday if the 15th or 30th falls on the weekend or holiday.

Motion seconded by Commissioner Gertson

Question.

Motion carried and it is so ordered.

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

January 9, 2023

ORDER FIXING SALARIES

Same motions remain in effect, moving that the elected County, District and Precinct Officers be compensated for the calendar year 2023, in the amount set during the regular budget hearing and adoption proceedings as provided by the "Local Government Code", Section 152.011.

That all said salaries shall be paid out of the General Fund of the County in twenty-four (24) equal semi-monthly installments except the road and bridge employees are to be paid in twenty-four (24) equal semi-monthly installments out of their respective road and bridge funds.

SALARIES OF ELECTED OFFICIALS

<u>ELECTED OFFICIAL</u>	<u>2023 BUDGET ANNUAL SALARY</u>
County Judge	69,294.00
Commissioner, Pct. #1	68,664.00
Commissioner, Pct. #2	68,664.00
Commissioner, Pct. #3	68,664.00
Commissioner, Pct. #4	68,664.00
County Clerk	61,776.00
District Clerk	61,776.00
County Attorney	0.00
County Treasurer	61,776.00
Tax Assessor/Collector	61,776.00
Sheriff	74,628.00

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023**

<u>ELECTED OFFICIAL</u>	<u>2023 BUDGET ANNUAL SALARY</u>
Justice of the Peace, Pct. #1	45,87600
Justice of the Peace, Pct. #2	45,876.00
Justice of the Peace, Pct. #3	45,876.00
Justice of the Peace, Pct. #4	45,876.00
Constable, Pct #1	21,504.00
Constable, Pct #2	21,504.00
Constable, Pct #3	21,504.00
Constable, Pct #4	21,504.00

That each of the officers named herein shall fix the compensation of the chief deputy and their other deputies, assistants, and clerks authorized for his/her department as stated in this order. Please refer to Salary Guidelines for salary increases or promotions given during the year. When authorized by the Commissioners' Court, a department shall be allowed to employ additional help as needed at the rate established by the Commissioners' Court.

That the officers named herein shall furnish the appropriate payroll clerk five days before the scheduled payroll date, the names of who are employed by them during the month and shall see that the necessary information is furnished to the Payroll Officer so that proper deductions can be made. Each officer shall promptly furnish to the Payroll Officer, in writing whenever any employee leaves his/her department or whenever any new employee is hired.

That the salaries or compensation of officers, deputies, assistants, clerks, secretaries, and employees shall be paid on the 15th and 30th day of each month or the preceding Friday if the 15th or 30th falls on the weekend or a holiday. No employee will be allowed to receive his/her paycheck prior to that date.

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

January 9, 2023

<u>JOB TITLE</u>	<u>2023 ANNUAL SALARY</u>
County Judge's Adm Asst	41,850.00
Asst Public Defender-Full-Time	80,000.00
Asst Public Defender	53,592.00
Legal Secretary	39,660.00
District Clerk Chief Deputy	40,602.00
Deputy Clerk II	37,680.00
Deputy Clerk I (60%)	16,848.00
J.P. Pct. #1 Deputy Clerk	40,176.00
J.P. Pct. #1 Deputy Clerk	36,654.00
J.P. Pct. #2 Deputy Clerk	35,760.00
J.P. Pct. #2 Deputy Clerk	33,336.00
J.P. Pct. #3 Deputy Clerk	38,340.00
J.P. Pct. #3 Deputy Clerk	33,192.00
J.P. Pct. #4 Deputy Clerk	35,604.00
J.P. Pct. #4 Deputy Clerk (60%)	20,094.00
Additional budgeted salary	832.00
Asst County Attorney	82,932.00
Asst County Attorney-Juvenile	69,216.00
Legal Secretary-Juvenile	34,392.00
Investigator	59,652.00
Legal Secretary	40,596.00
Legal Secretary	39,042.00
Legal Secretary	33,568.00
Additional budgeted salary	5,764.00
IHC Coordinator (40%)	13,092.00
Additional budgeted salary	518.00
EMS Director	50,004.00
Asst EMS Director	73,860.00
Ambulance Billing Clerk	43,680.00
Fleet Maintenance Supervisor	50,316.00
(4) Lead Shift Captains-Paramedics	69,730.00
(2) Training Captains-Paramedics	69,730.00
(15) EMT's	
Paramedic	55,052.00
Intermediate	53,004.00
Basic	41,979.00
Additional budgeted salary	278,048.00

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

January 9, 2023

<u>JOB TITLE</u>	<u>2023 ANNUAL SALARY</u>
Maintenance Supervisor	45,342.00
Yard Maintenance	38,364.00
Janitress/Janitor	26,838.00
Janitress/Janitor	27,090.00
Additional budgeted salary	1,566.00
D.P.S. Secretary	37,404.00
OSSF/Floodplain Administrator (60%)	29,226.00
Veteran Service Officer (50%)	23,150.00
Emergency Management Coordinator (100%)	49,140.00
Emergency Management Coordinator (50%)	21,054.00
9-1-1 Addressing Coordinator	59,778.00
Asst 9-1-1 Addressing Coordinator	33,744.00
County Extension Agent (Ag)	19,518.00
County Extension Agent (FCS)	21,864.00
Ag Agent's Secretary	33,348.00
County Clerk's Office	
Chief Deputy	40,842.00
Deputy Clerk II	36,636.00
Deputy Clerk I	34,872.00
Deputy Clerk I	33,448.00
Deputy Clerk I	36,636.00
Additional budgeted salary	2,582.00
Tax Assessor/Collector' Office	
Chief Deputy	45,660.00
Registration Deputy Clerk II	38,550.00
Registration Deputy Clerk I	38,346.00
Registration Deputy Clerk I	30,900.00
Additional budgeted salary	744.00
Election Administrator	50,562.00
Voter Registration Deputy I	32,100.00
Additional budgeted salary	414.00

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

January 9, 2023

<u>JOB TITLE</u>	<u>2023 ANNUAL SALARY</u>
County Auditor's Office	
The District Judges of the 25 th and 2 nd 25 th Judicial District has set the salaries for the County Auditor and Assistants for the Fiscal Year 2023 as follows:	
County Auditor	82,620.00
Assistant County Auditor	42,858.00
Assistant County Auditor	40,020.00
Additional budgeted salary	504.00
 Human Resources Director	 49,110.00
 IT Coordinator	 60,000.00
 Juvenile Board (County Judge)	 4,800.00
Juvenile Board (District Judge)	3,400.00
Juvenile Board (District Judge)	3,400.00

Sheriff's Department

Section 152.071 of the Local Government Code has a Special Provision applying to sheriff departments. As per the sheriff, since Colorado County has a population less than 75,000, the sheriff shall classify all positions in its sheriff's department and shall specify the duties and prescribe the salary for each classification. The salaries listed below represent the maximum level at the grade associated with each classification and the number of employees that were budgeted for each classification. The Sheriff shall prescribe the salary for each employee within the salary schedule not to exceed the maximum so stated below and not to exceed the total salary budgeted for his sheriff's department.

One (1) Chief Deputy	66,864.00
Two (2) Sergeant/Investigator	59,280.00
Four (4) Sergeants	57,582.00
Fifteen (15) Deputies	50,448.00
Two (2) School Resource Officers	56,496.00
One (1) Mental Health Officer	56,496.00
Administrative Assistant	45,924.00
Communications Supervisor	45,852.00
One (1) Dispatchers	42,612.00
Three (3) Dispatchers	40,386.00
Six (6) Dispatchers	40,038.00
Additional Budgeted Salary	47,402.00

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

January 9, 2023

<u>JOB TITLE</u>	<u>2023 ANNUAL SALARY</u>
Jail	
Jail Administrator	65,148.00
Lieutenant	47,184.00
Compliance Officer	50,448.00
Two (2) Sergeants	48,996.00
Four (4) Corporals	44,304.00
Thirteen (13) Jailers	42,396.00
Additional budgeted salary	49,537.00
Road & Bridge Pct. #1	
Foreman	56,772.00
Mechanic	47,688.00
Assistant Foreman	51,564.00
Equipment Operator II	46,032.00
Equipment Operator II	44,400.00
Equipment Operator II	44,400.00
Equipment Operator I	42,900.00
Equipment Operator I	40,008.00
Additional budgeted salary	14,370.00
Road & Bridge Pct. #2	
Foreman	52,692.00
Mechanic	48,096.00
Equipment Operator II	46,026.00
Equipment Operator II	44,400.00
Equipment Operator II	42,048.00
Equipment Operator II	37,335.00
Equipment Operator II	37,335.00
Equipment Operator I	35,630.00
Additional budgeted salary	9,944.00
Road & Bridge Pct. #3	
Foreman	57,708.00
Mechanic	44,376.00
Assistant Foreman	50,568.00
Equipment Operator II	46,806.00
Equipment Operator II	47,586.00
Equipment Operator II	41,934.00
Equipment Operator II	43,704.00
Equipment Operator I	38,814.00
Additional budgeted salary	15,068.00

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

January 9, 2023

<u>JOB TITLE</u>	<u>2023 ANNUAL SALARY</u>
Road & Bridge Pct. #4	
Foreman	57,816.00
Mechanic	46,074.00
Assistant Foreman	45,678.00
Equipment Operator II	40,884.00
Equipment Operator II	39,276.00
Equipment Operator II	37,980.00
Equipment Operator I	34,824.00
Additional budgeted salary	31,278.00

The four (4) **Justices of the Peace** shall have an annual travel expense allowance as budgeted for personal mileage while on official county business. All to be paid out of General Fund of the County and payable at the 2023 IRS standard mileage rate (\$.655 per mile) when claims for mileage have been filed and approved by the Court.

The **COUNTY JUDGE** shall have an in-county and out-of-county expense allowance not to exceed \$1,500.00 per annum to be paid out of General Fund when claims are properly presented and approved by the Court.

The **COUNTY JUDGE** shall have a salary supplement from the State of \$25,200.00 paid semi-monthly under the provisions of Section 26.006 and Section 51.703 of Government Code for stating that at least 40 percent of the functions that the judge performs are judicial functions and the County participating in the constitutional county judge program.

The **COUNTY JUDGE** shall have \$25,000.00 per annum to be paid out of General Fund of the County paid semi-monthly a salary supplement for being a licensed attorney.

The **COMMISSIONER PCT #4** shall have an in-county and out-of-county expense allowance not to exceed \$15,000.00 per annum to be paid out of Road & Bridge Fund Pct #4 when claims are properly presented and approved by the Court.

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

January 9, 2023

The **CONSTABLES** shall be paid out of the Security Fund of the County and payable at a rate of \$40.00 per hour for the chief bailiff and \$35.00 per hour for other court bailiffs for county and district courts and \$35.00 per hour for justice courts when claims for bailiff duty are properly presented and approved by the Court requesting the bailiff. A \$100.00 minimum for all court sessions less than three (3) hours when properly presented and approved by the Court requesting the bailiff.

The **RESERVE DEPUTIES** shall be paid out of the Security Fund **AND THE OFF-DUTY SHERIFF'S DEPUTIES AND JAILERS** shall be paid out of the General Fund of the County and payable at \$35.00 per hour when claims for bailiff duty are properly presented and approved by the Court requesting the bailiff. A \$100.00 minimum for all court sessions less than three (3) hours when properly presented and approved by the Court requesting the bailiff.

That the **EMERGENCY MEDICAL SERVICE** shall be paid out of the General Fund of the County and payable at a rate of \$18.72 per hour for full-time and part-time paramedic certification; \$15.82 per hour for full-time advanced certification and \$13.93 per hour for part-time advanced certification; \$14.28 per hour for full-time basic certification and \$12.56 per hour for part-time basic certification; and \$10.00 per hour for part-time eca certification. Employees serving as Clinical Managers and Reserve Captains shall receive an additional \$2.00 per hour. If a part-time hourly employee works on any of the following Holidays, the hourly employee shall be paid at a rate of 1 ½ times their normal rate. The Holidays are as follows: January 1st, April 9th, July 4th, November 25th, December 24th (PM shift only), December 25th, December 31st (PM shift only).

That the **FULL-TIME AND PART-TIME EMERGENCY MEDICAL TECHNICIANS** shall have \$457,920.00 per annum to be paid out of the General Fund of the County and payable at a rate of one and a half of the employee's regular rate of pay for all hours worked in excess of 40 hours during a seven day workweek.

That the **FULL-TIME EMERGENCY MEDICAL TECHNICIANS** shall be paid out of the General Fund of the County at a rate of \$125.00 per month for being a field training officer.

That a **FULL-TIME EMERGENCY MEDICAL TECHNICIAN** shall be paid out of the General Fund of the County at a rate of \$166.75 per month for being designated the Designated Infection Control Officer (DICO) for the Emergency Medical Service.

That the **COUNTY EXTENSION AGENTS & 4-H COORDINATOR** shall have an annual travel expense allowance of \$9,500.00. All to be paid out of General Fund of the County and payable at the 2023 IRS standard mileage rate (\$0.655 per mile) when claims for mileage have been filed and approved by the Court.

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

January 9, 2023

Where upon, the Court agreed that the **SHERIFF** be authorized to use thirty (30) automobiles including five (5) unmarked and a jail transport van to carry on the duties of this office. The County shall own these automobiles and all operation maintenance costs of such automobiles shall be paid out of General Fund when claims are properly itemized and presented and approved by the Court.

That the **SHERIFF'S DEPUTIES, JAILERS AND DISPATCHERS** shall be paid out of the General Fund of the County at a rate of \$150.00 per month for Masters Certification; \$100.00 per month for Advanced Certification; and \$50.00 per month for Intermediate Certification.

That the **OFF-DUTY SHERIFF'S DEPUTIES** shall be paid out of the General Fund of the County at a rate of \$35.00 per hour when claims for transporting duty are properly presented and approved by the sheriff. The County will be responsible for all transports where a court order is issued or the individual being transported is in the legal custody of the Sheriff's Office.

That the **OFF-DUTY DEPUTIES, JAILERS OR DISPATCHERS** shall be paid out of the General Fund of the County at their regular rate of pay when claims for serving as a **MATRON** or ride along for transporting duty are properly presented and approved by the sheriff. The County will be responsible for all transports where a court order is issued or the individual being transported is in the legal custody of the Sheriff's Office.

That the **OTHER OFFICERS and THEIR DEPUTIES AND ASSISTANTS** shall be allowed mileage compensation when driving their privately owned automobiles in the discharge of their official duties, when there is a departmental budget allocation during the calendar year 2023 at the 2023 IRS standard mileage rate (\$0.655 per mile). Claims for meal allowances while at training or transporting prisoners shall be paid according to Colorado County's Personnel Policy Manual (page 35) as amended in open court February 22, 2016.

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

January 9, 2023

_23. Order Authorizing Budget Expenditures for Non-County Departments for 2023.

Motion by Commissioner Gertson to approve order authorizing Budget Expenditures for Non-County Departments 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**

January 9, 2023

**ORDER AUTHORIZING BUDGET EXPENDITURES
FOR NON-COUNTY DEPARTMENTS
AS PER 2023 BUDGET**

<u>FIRE DEPARTMENTS</u>	<u>AMOUNT BUDGETED</u>
Columbus Vol Fire Dept	\$ 40,000.00
Weimar Vol Fire Dept	18,000.00
Eagle Lake Vol Fire Dept	16,000.00
Garwood Vol Fire Dept	22,839.00
Sheridan Vol Fire Dept	7,500.00
Rock Island Vol Fire Dept	10,000.00
Bernardo Vol Fire Dept	7,500.00
Frelsburg Vol Fire Dept	13,500.00
Oakland Vol Fire Dept	7,500.00
Oakridge Vol Fire Dept	14,500.00
Total for Fire Departments	<u>\$157,339.00</u>
 <u>LIBRARIES</u>	
Nesbitt Memorial Library	\$ 5,000.00
Eula & David Winterman Library	5,000.00
Weimar Public Library	5,000.00
Veteran's Memorial Library	3,500.00
Sheridan Youth Library	3,500.00
Total for Libraries	<u>\$ 22,000.00</u>
 <u>COLORADO COUNTY</u>	
<u>YOUTH & FAMILY SERVICES</u>	
<u>ADULT CORE SERVICES (CCYFS)</u>	\$ 9,500.00
 <u>TEXANA MH AUTHORITY</u>	 \$ 14,180.00
 <u>SENIOR CITIZENS SERVICE (WCJC)</u>	 \$ 24,880.00
 <u>COLORADO VALLEY TRANSIT</u>	 \$ 5,000.00
 <u>COMBINED COMMUNITY ACTION</u>	 \$ 5,000.00
 <u>COLORADO SOIL & WATER CONSERVATION</u>	 \$ 7,500.00
 <u>FAMILY CRISIS CENTER</u>	 \$ 3,500.00
 <u>BOYS & GIRLS CLUBS OF CHAMPION VALLEY</u>	 \$ 5,000.00
 <u>CASA FOR KIDS</u>	 \$ 10,000.00
Total other organizations	<u>\$ 84,560.00</u>
TOTAL ALL ORGANIZATIONS	\$263,899.00

By Order dated this 9th day of January, 2023.

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

January 9, 2023

_24. List of office deputies and employees as of January 1, 2023.

Motion by Commissioner Neuendorff to approve list of office deputies and employees as of January 1, 2023; 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**

January 9, 2023

LIST OF OFFICE DEPUTIES & EMPLOYEES AS OF JANUARY 1, 2023			
Grade	Employee Name		
County Judge			
6	Sharon Marsalia		
County Clerk			
7	Jessica Rodriguez		
5	Michelle Kollmann		
5	Josandi Martinez		
5	Vacant (2)		
PT	Diane Kollmann		
Elections			
8	Rebecca LaCourse		
3	Cody Nance		
PT	Mary Jane Poenitzsch		
Public Defender			
	Kevin Dunn		
	Louis Gimbert		
4	Rebecca Mayo		
District Clerk			
7	Melissa Garza		
5	Chris Girndt		
1	Suzanne Mazac		
Justices of the Peace			
5	Teresa Thomas		
5	Dawn Fike		
5	Kathleen Kloesel		
3	Courtney Ohneiser		
5	Jennifer Stancik		
3	Virginia Cowart		
5	Laura Maldonado		
County Attorney			
13	Carolyn Olson		
13	J. Julian Moore		
10	Keith Webb		
4	Gloria McCain		
4	Eugenia Behrens		
4	Sarah Wick		
	Vacant		
County Auditor			
	Michelle Lowrance		
7	Melinda Zajicek		
7	Tammy Woolls		

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

January 9, 2023

Grade	Employee Name		
Tax Assessor-Collector			
7	Dianne Miksch		
5	Angelica Morales		
5	Darilyn Henderson		
	Vacant		
IT			
12	Chip Schneider		
HR			
7	Cheri Tello		
Custodian & Janitor			
4	Justin Lott		
5	Joshua Guthmann		
1	Frances Alvarez		
1	Georgie Hoelscher		
Emergency Management			
	Chuck Rogers		
	Chad Girmdt		
Ambulance Corp			
11	Michael Furrh		
11	Marti Inguardsen		
5	Alyssa Lindemann		
7	Steven Silver		
8	Madeline Ross		
8	Amanda Daniel		
8	Tallon Canaris		
8	Andrew Riepen		
4	Georgie Hubbard		
8	Manual Rodriguez		
3	Lacey Abbott		
8	Travis Redding		
8	Katelyn Douglas		
8	Pam Epperly		
3	Jerry Bautista		
4	Corinne Smidovec		
3	Brittnie Mathews		
3	Seth Helmcamp		
4	Dustin Poirier		
8	Jadrien Urias		
3	Mohamed Saadi		
3	Jason Sprague		
3	Vacant		
4	Matthew Ainsworth		
8	James McLeod		
PT/Hourly	James Bialas		
PT/Hourly	Laure Chollett		
PT/Hourly	Joshua Chollette		

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

January 9, 2023

Grade	Employee Name		
PT/Hourly	Brian Chovancec		
PT/Hourly	Steve Garcia		
PT/Hourly	Sarah Guevara		
PT/Hourly	Samantha Harris		
PT/Hourly	Marilyn Hinze		
PT/Hourly	Matthew Hooten		
PT/Hourly	David Janese		
PT/Hourly	Cliff Johnson		
PT/Hourly	Coron Johnson-Ortiz		
PT/Hourly	Kelly Kanz		
PT/Hourly	Kelly Maytubby		
PT/Hourly	James Mensik		
PT/Hourly	Kevin Murphree		
PT/Hourly	John Murray		
PT/Hourly	Colten Perry		
PT/Hourly	Willia Saldana		
PT/Hourly	Jason Swest		
PT/Hourly	Taylor Herven		
PT/Hourly	Jacob Tollette		
PT/Hourly	Andres Chadis		
Veterans Service Officer			
4	Charlotte Alger		
9-1-1 Rural Addressing			
11	Caleb Tello		
3	Stephen Heffley		
IHC			
5	Jessica Bergfield		
Extension Service			
	Laramie Naumann		
	Ja'Shae Horn		
3	Jonitress Jones		
DPS Secretary			
5	Stephanie Jones		
Septic System/Floodplain			
4	Richard Wessels		
Sheriff Dept			
12	Troy Neisner		
10	Andrew Weido		
10	Carol Richter		
10	Tomas Ramirez		
9	Jeff Argo		
10	Justin Lindemann		
10	Andrew Lopez		
10	Ryan Ohl		
9	Frank Cantu		
10	Jacob Gorman		

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

January 9, 2023

Grade	Employee Name		
9	Tyler Pavlicek		
9	Mary Mayfield		
9	Zane Blaha		
9	Santa Nino		
9	Randy Mican		
9	Vacant (7)		
10	David Wiese		
9	Benjamin Melendez		
9	Robert Villaneueva		
6	Kaitlyn Perales		
5	Perla Taylor		
9	Kelsie Bittner		
6	Brenda Henkes		
5	Laurie Chollett		
5	Rachel SanJuan		
5	Vacant (2)		
5	Janice Willette		
5	Allison Mican		
5	Travis Leihardt		
5	Geri Vandermark		
PT/Hourly	Donnie Templeton		
PT/Hourly	Dennis Petrosky		
Jail Operations			
11	Nathan Zwahr		
7	Aaron Ramirez		
7	Tracy Lewis		
7	Robin Litvik		
7	Racheal Essary		
7	Melba Minks		
7	Lisa Weiss		
7	Brittany Bustamante		
7	Samantha Navarro		
7	Chris Vanicek		
7	Michelle Nunnely		
7	Daniel Zahradnik		
7	Ashley Laake		
7	Robert Lormand		
7	Joshua Cadman		
7	Clifford Schindler		
7	Virginia Hardcastle		
7	Kimberly Gladney		
7	Michael Frey		
7	Vacant (2)		
R&B Pct #1			
9	Vance Brown		
5	Gregory Kloesel		

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

January 9, 2023

	Employee Name		
5	Clayton Smith		
8	Richard Hedenberg		
5	Virgil Gundelach		
5	Harry Freudenberg		
PT/Hourly	David Fuller		
5	Vacant (2)		
R&B Pct #2			
9	Kyle Hudec		
5	Vacant (3)		
7	Jonathan Wick		
6	Thomas Tackett		
5	Daniel Carroll		
6	Kevin Hattermann		
R&B Pct #3			
9	Robert Socha		
6	Lynn Braden		
5	Douglas Polasek		
5	Duane Wavra		
5	Craig Pflughaupt		
5	Charlie Wanjura		
5	Jack Hodge		
5	Bradley Berger		
R&B Pct #4			
6	Jesus Castillo		
5	Jody Kucera		
5	Kenneth Reck		
6	Samual Castro		
5	Carlos Galvan		
9	Ramon Molina		
7	Karl Navarette		
PT/Hourly	Arturo Hernandez		

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

January 9, 2023

- _25. Waive the requirement of the County Judge to approve all requisitions except those directly involved with his office per Local Government Code 113.901(c).**

Motion by Judge Prause to waive the requirement of the County Judge to approve all requisitions except those directly involved with his office per Local Government Code 113.901(c); 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**

January 9, 2023

THE STATE OF TEXAS §
COUNTY OF COLORADO §

COMMISSIONERS' COURT
REGULAR TERM – JANUARY 9, 2023

ORDER

ON THIS, the 9th day of January 2023, the Commissioners' Court of Colorado County, Texas being in regular session of said Court, the following members thereof being present, namely

Ty Prause, County Judge
Doug Wessels, Commissioner, Precinct No. 1
Ryan Brandt, Commissioner, Precinct No.2
Keith Neuendorff, Commissioner, Precinct No. 3
Darrell Gertson, Commissioner, Precinct No. 4

the following proceedings, among others, were had, to wit

WHEREAS, this Court has recognized that each claim, bill, and account against the county must be filed in sufficient time for the County Auditor to examine and approve it before the meeting of Commissioners' Court, and

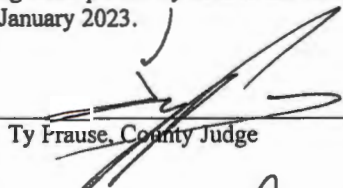
WHEREAS, according to LGC 113.901(a), the County Judge must approve each requisition for the purchase of supplies or materials, and

WHEREAS, this Court may waive the requirement of the County Judge's approval of requisitions as per LGC 113.901(c).

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Commissioners' Court of Colorado County, Texas:

That the Court hereby waives the requirement of the County Judge to approve all requisitions except those directly involved with his office and that all claims must be approved by Commissioners' Court in open court.

The above and foregoing order passed by vote of the Commissioners' Court of Colorado County, Texas, this 9th day of January 2023.



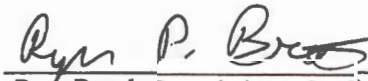
Ty Prause, County Judge



Doug Wessels, Commissioner, Pct 1



Keith Neuendorff, Commissioner, Pct 3



Ryan Brandt, Commissioner, Pct 2



Darrell Gertson, Commissioner, Pct 4

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

January 9, 2023

_26. Order for Disbursement of Salaries and Routine Office Expenses.

Motion by Judge Prause to approve order for Disbursement of Salaries and Routine Office Expenses; 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**

January 9, 2023

_27. Formation of Salary Grievance Committee for 2023.

Names drawn for the Salary Grievance Committee for 2023 are: Courtney Wied, Mark Wilson, Kevin Nickel, and alternates Faith Riehl, George Donalson, and Sheralyn Krenek.

_28. Adopt Colorado County Texas Hazard Communication Policy and designate Charles Rogers as the HAZCOMM program coordinator. (Guthmann)

County Treasurer Joyce Guthmann stated there were no changes made in the policy.

Motion by Judge Prause to adopt Colorado County Texas Hazard Communication Policy and designate Charles Rogers as the HAZCOMM program coordinator; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

January 9, 2023

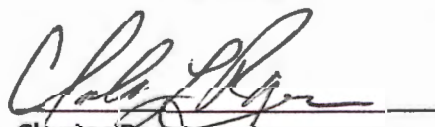
**COLORADO COUNTY
TEXAS HAZARD COMMUNICATION POLICY**

The purpose of this notice is to inform you that COLORADO COUNTY is complying with **THE HAZARD COMMUNICATION ACT OF 1985, TEXAS CIVIL STATUTES ARTICLE 518 2b**, by compiling a hazardous chemical list, by using SDS's, by ensuring that containers are labeled, and by providing you with training.

This program applies to all work operations in our county where you may be exposed to hazardous substances under normal working conditions or during an emergency situation.

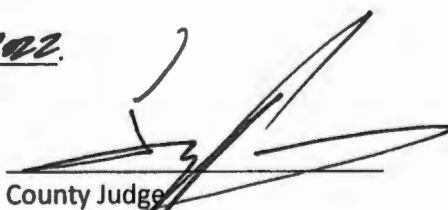
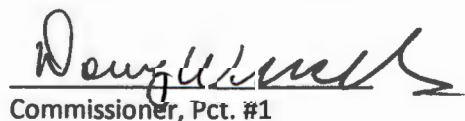
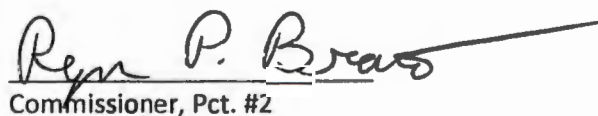
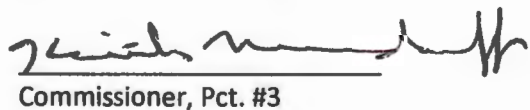
The safety and risk manager has designated Charles Rogers, as the HAZCOMM program coordinator, acting as the representative of the Commissioners court, who has over-all responsibility for the HAZCOMM program. Charles Rogers will review and update the HAZCOMM program, as necessary. Copies of the written HAZCOMM program may be obtained from Charles Rogers at the Colorado County Service Facility.

Under this program, you will be informed of the contents of the hazard communication standard, the hazardous properties of chemicals with which you work, safe handling, spill procedures, and measures to take to protect yourselves from these chemicals. You will also be informed of the hazards associated with non-routine tasks.



Charles Rogers
Colorado County HAZCOMM Administrator
Emergency Management Coordinator

Approved this 9th of Jan., 2023.


County Judge
Commissioner, Pct. #1
Commissioner, Pct. #2
Commissioner, Pct. #3
Commissioner, Pct. #4

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Hazard Communication Program

Introduction

In order to fulfill its obligation to protect the health and safety of employees, **COLORADO COUNTY** has developed the following Hazard Communication Standard (HCS) program to comply with Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910.1200 and 29 CFR 1926.59. **COLORADO COUNTY** will develop hazardous-chemical lists, obtain safety data sheets (SDSs) for products used and provide training to our employees so they have a thorough understanding of what is required of the standard.

The HAZCOMM Administrator will be **CHARLES ROGERS, Colorado County Emergency Management Coordinator**. Copies of the written program, including the written chemical inventory lists and SDSs, will be made available upon request. Additionally, work location specific product SDS binders will be maintained. The county-wide SDS master copy will be maintained and readily available at the Colorado County Safety and Risk Management Office.

Scope

This program applies to all normal and emergency work operations, as required by local, state and federal regulations.

Chemical Inventory List

A chemical inventory list will be developed by the HAZCOMM Administrator. The master list will be kept at the Colorado County Safety and Risk Management Office. A work location specific chemical inventory list will be developed and maintained at the work location along with the appropriate SDSs. When new chemicals arrive, a copy will be made of the SDS, and the original will be sent to the Colorado County Safety and Risk Management Office. Any new chemicals will be added to the work location's chemical inventory list as needed.

Hazard Determination

It will be the policy of **COLORADO COUNTY** not to evaluate hazardous chemicals purchased from suppliers or manufacturers. The suppliers and manufacturers will be relied upon to supply the information needed to satisfy standard requirements. The SDS will be reviewed for completeness and additional information from the manufacturer will be requested if needed.

Safety Data Sheets

If a chemical arrives without an SDS, the HAZCOMM Administrator will be notified. The HAZCOMM Administrator will begin the process of obtaining the SDS. All correspondence sent to the manufacturer will be maintained until the requested SDS is provided by the supplier and/or manufacturer.

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Container and Warning Labels

The HAZCOMM Administrator will have the responsibility of acquiring hazard warning labels and making them available for each work location. They will contain, at a minimum, the following information:

- identity of the chemicals
- all potential hazards associated with the chemical
- manufacturer's name, address, and telephone numbers

Each department head or other designated person will have the responsibility of assuring that all labels are affixed on containers properly. As new products arrive at the work location, the department head or other designated person will inspect the containers for labels. If the container needs a label, the project manager will affix one. No product will be used until it is properly labeled.

All portable containers will be dedicated to a single chemical and labeled with the appropriate information. The only exception to this rule is buckets of hot asphalt. Because of the elevated temperature of hot asphalt, labeling becomes impractical. The training program will specifically address this exception, informing all affected employees about wearing proper personal protective equipment (PPE) and other hazards associated with hot asphalt.

If a label falls off, it will be the responsibility of the department head or other designated person to replace it. If the label falls off in the home office area, it will be the responsibility of the HAZCOMM Administrator to replace the label.

Non-routine Tasks

On occasion, **COLORADO COUNTY** may be required to perform non-routine tasks that may involve the use of hazardous substances. If such a need arises, a special training course will be conducted to inform employees of the potentially hazardous chemicals they may be exposed to during the non-routine operation and measures they can take to avoid those exposures.

Informing Contractors

Any contractor with employees working in the **COLORADO COUNTY** will be informed of the hazardous chemicals to which the contractor's employees may be exposed while performing their work. The contractor will take appropriate protective measures, as determined by the SDS provided. **COLORADO COUNTY** management also will confer with the contractor's management as appropriate to discuss any hazards particular either to the work the contractor will be performing or the work area in which the work will be performed. Management or the HAZCOMM Administrator will describe the labeling system used at **COLORADO COUNTY**.

In addition, **COLORADO COUNTY** will require any contractor who intends to bring any hazardous chemicals to the workplace to provide an SDS for each such chemical. The contractor will further be required to explain (orally or in writing) any precautionary measures necessary to protect employees during normal operation conditions or in foreseeable emergencies. The contractor also will explain his company's system for labeling hazardous chemicals. **COLORADO COUNTY** will train, or require the contractor to train, any **COLORADO COUNTY** employee who may be exposed to hazardous chemicals used by the contractor as provided in the employee training section.

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Training

Employees who potentially could be exposed to hazardous chemicals will receive training in the elements of the hazard communication standard. As new hazards are introduced, additional training will be conducted. The typical training session will address the following:

- a summary of the company's written program
- methods of detecting hazardous chemicals, including a description of the hazards' chemical and physical properties
- health hazards and signs or symptoms of exposure
- proper work practices for working with a hazardous substance
- PPE selection
- emergency procedures and first aid for spills and other exposures
- locations of SDSs and the written program
- how to read an SDS
- the type of labeling system Colorado County uses and how to interpret the information contained on the label
- how to obtain additional information

The training program will be conducted initially, and as new hazards are introduced. Periodic training will be conducted to further inform our employees of hazardous chemicals and the methods of safeguarding themselves. At least annually, refresher training will be conducted to reacquaint everyone with the standard and discuss any changes made to the program.

The training program elements will be reviewed at least annually.

Department heads and foremen will receive additional training so that all field supervision will feel confident answering any questions the roofing crew may have. At a minimum, field supervision should be able to select the proper PPE for any given chemical and direct technical questions to the safety director.

At the conclusion of each training session, a question-and-answer period will be held so that employees can voice any further concerns on the topic. Each employee will sign an attendance form and write down his social security or employee identification number. The form will indicate where and when the training was conducted, what was covered, and who conducted the session. It will be dated and signed by the trainer. If a particular SDS was discussed, a copy of it will be attached to the attendance form.

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Workplace Chemical List

Name of Workplace, Work Area, or Temporary Workplace:

Identity Used on the SDS & Container Label	Work Area	Quantity (optional)	Unit Size (optional)

Workplace Chemical List Prepared By: _____
Name (Printed)

Signature (Required)

Date of Preparation (This form must be revised annually) _____

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- _29. Approve Industry State Bank MasterCard Business Application for a Colorado County credit card.
(Guthmann)**

County Treasurer Joyce Guthmann is seeking to apply for a credit card in the name of Colorado County. Three cards would be issued: one for the Annex, one for EMS facility, and one for the Sheriff's Office.

Motion by Commissioner Brandt to approve Industry State Bank MasterCard Business Application for a Colorado County credit card; seconded by Commissioner Gertson;

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

(See Attachment)

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_30. Adopt Investment Policy for 2023. (Guthmann)

County Treasurer Joyce Guthmann stated there were no changes in the policy.

Motion by Judge Prause to adopt Investment Policy for 2023; seconded by Commissioner

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

(See Attachment)

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JOYCE GUTHMANN
COLORADO COUNTY TREASURER

Order Approving

Colorado County Investment Policy


On this the 9th day of Jan. 2023, the Commissioners' Court of Colorado County, Texas considered the following resolution:

WHEREAS, the Public Funds Investment Act of Texas, Section 2256 requires the governing body to annually review, revise, and adopt the Investment Policy; and


WHEREAS, the Colorado County Commissioners' Court has reviewed the policy and hereby support the objectives and strategies of the policy; now therefore,

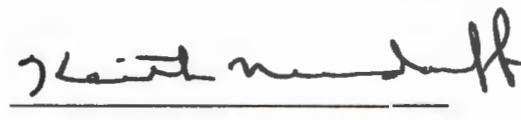
BE IT RESOLVED, that the Colorado County Investment Policy 2023 be adopted.


Adopted this 9th day of Jan. 2023.

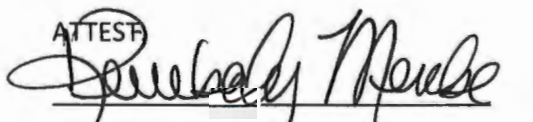

Ty Prause, Colorado County Judge

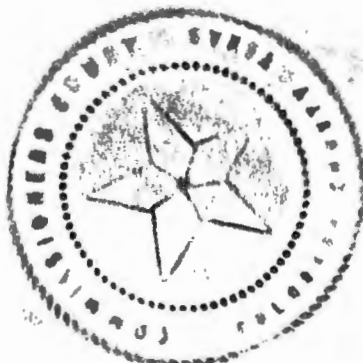

Doug Wessels, Commissioner, Pct. 1


Ryan Brandt, Commissioner, Pct. 2


Keith Neuendorff, Commissioner, Pct. 3


Darrell Gertson, Commissioner, Pct. 4

ATTEST

Kimberly Menke, Colorado County Clerk



PHONE: 979-732-2865
FAX: 979-732-2924

318 SPRING ST., SUITE 106
COLUMBUS, TEXAS 78934

E-MAIL: joyce.guthmann@co.colorado.tx.us

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Colorado County



INVESTMENT POLICY

2023

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PREFACE

It is the policy of Colorado County that, giving due regard to safety and risk of investment, all available funds shall be invested in conformance with state and federal regulations, applicable requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

Investments shall be made with the primary objectives of:

- Preservation of capital
- Safety of County funds
- Maintenance of sufficient liquidity
- Maximization of return within acceptable risk constraints
- Diversification of investments

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INVESTMENT POLICY

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I. PURPOSE

- A. **Formal Adoption**
This Investment Policy is authorized by the Colorado County Commissioners' Court in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, and Section 116.112, Local Government Code. A copy of the most recent version of the Public Funds Investment Act is attached hereto and incorporated by reference.
- B. **Scope**
This Investment Policy applies to all of the investment activities of the County. This Policy establishes guidelines for 1) who can invest County funds, 2) how County funds will be invested, and 3) when and how a periodic review of investments will be made.
- C. **Review and Amendment**
This Policy shall be reviewed annually by the Commissioners' Court. Amendments must be approved by the Investment Officer and adopted by the Commissioners' Court. Section 2256.005 (e), Gov. Code.
- D. **Investment Strategy**
All funds of Colorado County are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time.

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II. INVESTMENT OBJECTIVES

General Statement: Funds of the County will be invested in accordance with federal and state laws, this Investment Policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners' Court resolution. Section 2256.005(6) (2-3), Gov. Code.

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall first seek to ensure that capital losses are avoided, whether they be from security defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturity with forecasted cash flow requirements; investing in securities with active secondary markets, and maintaining appropriate diversification.

C. Yield

It will be the County's objective to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for all funds and state and federal law governing investments of public funds.

III. INVESTMENT POLICIES

A. Authorized Investments

Investments described below are authorized by the Public Funds Investment Act as eligible securities for the County. County funds governed by this Policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities.
2. Direct obligations of the State of Texas, or its agencies or instrumentalities, including obligations that are fully guaranteed or

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- insured by the FDIC or by the explicit full faith and credit of the United States; Section 2256.009 (a) (2), Gov. Code.
3. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities. Section 2256.009 (a) (4), Gov. Code and 2257.002 (5) (a).
 4. Obligations of states, agencies, counties, cities having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. Section 2256.009 (a) (5), Gov. Code.
 5. Certificates of deposit issued by state and national banks and savings and loan associations domiciled in Texas that are: Section 2256.010 (1-3), Gov. Code.
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation or its successors; or, secured by obligations that are described by 1-4 above, which are intended to include all direct federal agencies that have a market value of not less than 110% of the principal amount of the certificates or in any manner and amount provided by law for deposits of the County. Section 2256.010 (1-2). The County does not accept Adjustable Rate Mortgages (ARMs) or Collateralized Mortgage Obligations (CMOs) as collateral.
 - b. governed by a Depository Agreement that complies with federal and state regulations to properly secure a pledged security interest; and,
 - c. solicited for bid orally, in writing, electronically, or any combination of those methods. Section 2256.005(c)(1-4) Gov. Code.
 6. Eligible investment pools organized and operating in compliance with the Public Funds Investment Act that have been authorized by the Commissioners' Court; and whose investment philosophy and strategy are consistent with the Policy and the County's ongoing investment strategy. Disclosures must be submitted in compliance with Section 2256.0016, Gov. Code.
 7. The County expressly prohibits any direct investment in asset or mortgage backed securities. The County expressly prohibits the

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acceptance for collateralized deposits, interest-only and principal-only mortgage backed securities and collateralized mortgage obligations with stated final maturities in excess of ten years or with coupon rates that float inversely to market index movements. Section 2257.002 (5) (a).

The County expressly allows money market mutual funds and eligible investment pools, authorized by the Commissioners' Court, to invest to the full extent permissible within the Public Funds Investment Act.

B. Protection of Principal

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type. Section 2256.005 (b) (2-3), Gov. Code.

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the County's safekeeping agent. By so doing, county funds are not released until the County has received, through the Safekeeping Agent, the securities purchased. Section 2256.005 (b) (4) (E), and 2257.002 (d) (5), Gov. Code.

1. Diversification by Investment Type

Diversification by Investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and controlling the market and opportunity risks associated with specific investment types. It is the County's policy to diversify its portfolio to eliminate the risk of loss resulting from the concentration of assets in a specific maturity (except zero duration funds), a specific issuer, or a specific class of investments. County investments shall always be selected to proven stability of income and reasonable liquidity. Section 2256.005 (d) (5), Gov. Code.

2. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

a. Operating Funds

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The weighted average days to maturity for the operating fund portfolio shall be less than 270 days and the maximum allowable maturity shall be no longer than two years and consistent with cash flow projections from each department not longer than two years. This applies to operating funds from all sources, traditionally associated with County government, which are not legally accounted for in another fund.

b. Surplus Funds

Monies not expended during a budget year but retained to meet future needs will have a maturity of no more than five years.

c. Construction and Capital Improvement Funds

The investment maturity of construction and capital improvement funds shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all construction or capital improvement funds shall not be more than five years.

d. Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

e. Special Revenue Funds

Special revenue funds are legally restricted to expenditures for a particular purpose under the direction of a certain department. They may be invested in compliance with this

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Policy and all applicable laws, subject to cash flow requirements with maximum maturity not to exceed two years.

f. Registry and State Agency Funds

Registry and State Agency Funds are held by the County in a trustee capacity. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy, except when a court order is issued to follow a different procedure. Agency funds are to be invested not to exceed 90 days. Registry funds maturity are not to exceed court order limits.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements of the County consistent with the objectives of the Policy, through scheduled maturity of investments. A security may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Depository Agreements

Consistent with the requirements of state law, the County requires all bank and savings and loan association deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as county depositories will be required to sign a Depository Agreement with the County. The county depository contract shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required in the County's bank depository contract.

a. Allowable Collateral

Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act, as amended and meet the general constraints of this Policy.

b. Collateral Levels

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To compensate for increase or decrease in County deposits and fluctuation of market value of pledged collateral; the minimum market value of collateral will be 110% of County deposits. Deposits include: time deposits, interest bearing checking accounts, certificates of deposits, accrued interest and any other instrument deposited into County funds. The depository institution will daily monitor pledged collateral to ensure sufficient collateral to be in compliance with this Policy.

5. Safekeeping

a. Safekeeping Agreement

The County shall contract with a bank or banks for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreements.

b. Safekeeping of Deposit Collateral

All collateral securing bank and savings and loan deposits must be held by a third-party banking institution acceptable to and under contract with the County, or by the Federal Reserve Bank.

6. Collateral or Insurance

a. The County Investment Officer shall insure that all County funds are fully collateralized or insured consistent with Federal and State law and the current Bank Depository Contract in one or more of the following manners:

- (1) FDIC Insurance Coverage;
- (2) Obligations of the United States or its agencies and instrumentalities.
- (3) Authorized Investments Gov. Code 2257.002 (5) (a)

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C. Investment Evaluation Committee

An Investment Evaluation Committee consisting of the County Treasurer, County Auditor, County Judge, one (1) member of the Commissioners Court and one (1) member of the public appointed by Commissioners Court. Members shall demonstrate knowledge of expertise in the area of finance, cash management, or investments. The County Treasurer will serve as the Chair for the Committee. This committee will meet on an as needed basis to review investments made in the previous period, evaluate the possibilities of the present market situation, and address any questions or proposals relative to the Colorado County Investment Policy. These meetings are to focus on the direction of future investments and provide continual impact from the Commissioners Court to the Investment Officer regarding the course of Colorado County.

D. Investment Providers

Selection of Investment Providers will be performed by the Investment Officer. The Investment Officer will establish criteria to evaluate Investment Providers, including:

- a. Adherence to the County's policies and strategies
- b. Investment performance and transaction pricing within accepted risk constraints
- c. Responsiveness to the County's request for services, information and open communication
- d. Understanding of the inherent fiduciary responsibility of investing public funds
- e. Similarity in philosophy and strategy with the County's objectives
- f. The financial institution will comply with the County's Depository Written Contract.

Selected Investment Providers shall provide timely transaction confirmations and monthly activity reports.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with an investing entity. For purposes of this subsection, a business organization includes investment pools. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing

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entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

1. received and reviewed the investment policy of the entity; and
2. acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

The County shall not enter into an investment transaction with a business organization prior to receiving the written instrument signed by the qualified representative described above. Section 2256.006, Gov. Code.

Along with the signed affidavit, the business organization shall supply the County with the following:

1. Proof of institutional investment experience and references from public fund investment officers.
2. Proof of membership in good standing in the National Association of Securities, Inc.

At least on an annual basis, the Investment Officer and/or Commissioners' Court shall review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with Colorado County. The list of qualified brokers will be provided to the Commissioners' Court. Section 2256.025, Gov. Code.

E. Responsibility and Controls

1. Authority to Invest

In accordance with Sec. 116.112(a), Local Government Code and/or Chapter 2256, Sec. 2256.005(f) and (g), the Investment Officer, under the direction of the Colorado County Commissioners' Court, may invest County funds that are not immediately required to pay

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obligations of the County. The Commissioners' Court shall designate by resolution one or more officers or employees as Investment Officer. The governing body of the County retains ultimate responsibility as fiduciaries of the assets of the County. Section 2256.005(f), Gov. Code.

It is the County's policy to provide training required by the Public Funds Act, Sect. 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capacity and currency of the County Investment Officer in making investment decisions.

2. Prudent Investment Management

The designated Investment Officer shall perform his/her duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility; rather than the prudence of a single investment shall be considered. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability. Section 2256.006, Gov. Code.

3. Standard of Care

The standard of care used by the County shall be the "prudent investor rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgement and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Section 2256.006, Gov. Code.

4. Standard of Ethics

The designated Investment Officer shall act as custodian of the public trust, avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. The Investment

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Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the County a statement disclosing any personal business relationship with an entity seeking to sell investment to the County or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investment to the County. Section 2256.005(I) (1-3), Gov. Code.

5. Establishment of Internal Controls

The County Auditor will maintain a system of internal controls over the investment activities of the County.

6. Investment Reporting and Performance Evaluation

A. Quarterly Report

In accordance with Government Code 2256.023, not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court, a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period.

B. Notification of Investment Changes

It shall be the duty of the County Investment Officer to notify the Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

C. Liability of Investment Officer

Investments shall be made with judgement and in the best interest of the County for the safety of capital and income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority, preservation and safety of principal, liquidity, and yield.

Although the County Investment Officer or County Treasurer cannot be held responsible for any loss of the county funds through the failure or negligence of a depository, Section 113.005 (a) Local Government Code.

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

January 9, 2023

_31. Appoint Investment Committee for 2023. (Guthmann)

Motion by Judge Prause to appoint Ty Prause, Michelle Lowrance, Joyce Guthmann, Ryan Brandt, Carrie McRee, and Dwain Dungen to the Investment Committee for 2023; 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**

January 9, 2023

January 9, 2023

Colorado County appointed Investment Committee for 2023 are as following:

Ty Prause, County Judge

Michelle Lowrance, County Auditor

Joyce Guthmann, County Treasurer

Ryan Brandt, County Commissioner, Pct. #2

Carrie McRee, Investment Broker, Edward D. Jones

Dwain Dungen, Member of the public

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

January 9, 2023

- _32. Safety Resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties. (Guthmann)**

County Treasurer Joyce Guthmann stated there were no changes to this policy.

**Motion by Commissioner Neuendorff to approve a safety resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.
(See Attachment)**

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

January 9, 2023

SAFETY RESOLUTION

The Commissioners Court of Colorado County Texas, meeting in regular session on the 9th day of January, 2023, among other proceedings considered the following resolution:

WHEREAS, the county judge, county sheriff, county commissioners and other county officials are concerned with the safety of employees and the public; and

WHEREAS, these safety efforts have a direct and positive impact on the cost of operations and employee morale for Colorado County; and

WHEREAS, implementation of this plan should minimize unnecessary accidents and control workers' compensation costs for the future; and

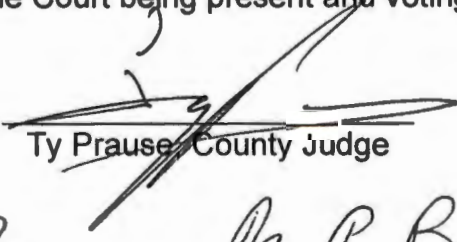
WHEREAS, the county can utilize the free services of the safety staff of the Texas Association of Counties to assist in the implementation of such a plan.

NOW, THEREFORE, BE IT RESOLVED that the Colorado County Commissioners Court, Colorado County, Texas, in joint resolution with the other undersigned County Officials, hereby proclaim their support on behalf of the County to implement an effective accident prevention plan in agreement with the Texas Association of Counties, and the Commissioners' Court hereby prevails upon and challenges other elected and appointed county officials to support this safety initiative, and work in a cooperative effort to develop and implement these accident prevention plans.

DONE IN OPEN COURT, this 9th day of January, 2023 upon motion by

Commissioner Neuendorff, seconded by Commissioner Brandt, and

5 members of the Court being present and voting "aye".


Ty Prause, County Judge


Doug Vessels, Commissioner, Pct #1


Ryan Brandt, Commissioner, Pct #2


Keith Neuendorff, Commissioner, Pct #3


Darrell Gertson, Commissioner, Pct #4

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

January 9, 2023

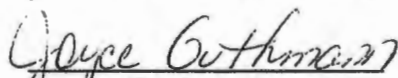
**COLORADO COUNTY
SAFETY AND HEALTH POLICY**

It is the policy of Colorado County to ensure adequate provision is made for the safety and health of all employees and other users of county facilities and that appropriate risk managements and loss control strategies are employed.

The Commissioner's court has designated Joyce Guthmann, Colorado County Treasurer, as Safety and Risk Manager. The Safety and Risk Manager will be responsible with administration and oversight of the Colorado County Health and Safety Policy. Specific goals will be established to ensure that all personnel are made aware of safety standards and procedures. This will be accomplished through safety meetings, safety training, safety inspections, accident investigations and any corrective actions that may be necessary to ensure safe working conditions.

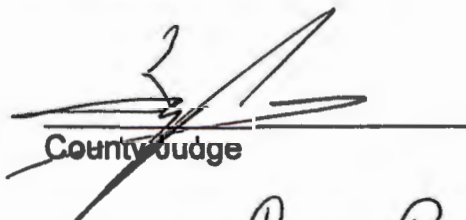
This policy maintains safety as a standard of conduct required of all county employees. The overall success of the safety and health program requires the participation and support of all employees. Note that violations of a standard of conduct, including safety, may result in disciplinary action including termination.

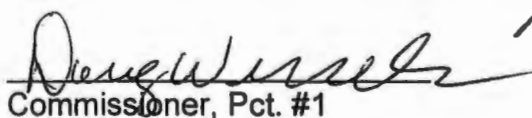
Each employee must share in following safety and health procedures and practices. By following safety and health procedures and reporting unsafe practices you can help prevent accidents and losses for a better county.

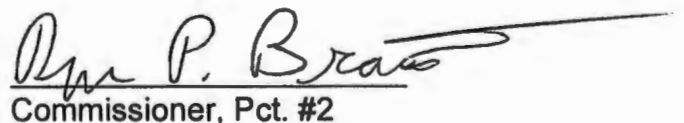


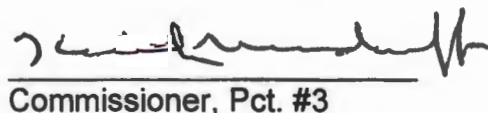
**Joyce Guthmann
Colorado County Health and Safety Administrator
Colorado County Treasurer**

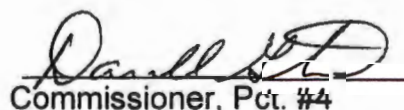
Approved this 9th of Jan., 2023


County Judge


Commissioner, Pct. #1

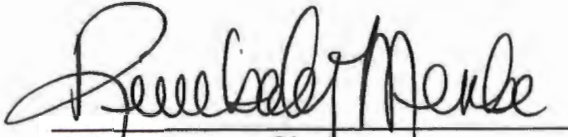

Commissioner, Pct. #2

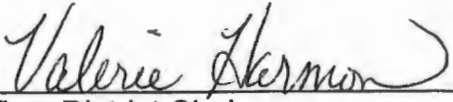

Commissioner, Pct. #3

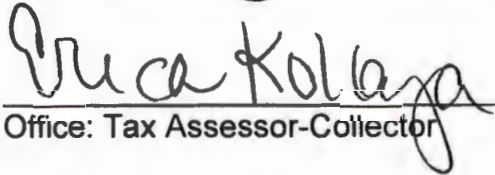

Commissioner, Pct. #4

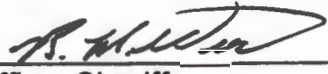
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

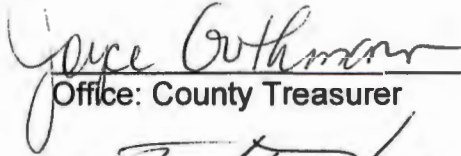
January 9, 2023


Office: County Clerk

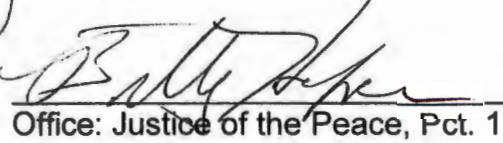

Office: District Clerk

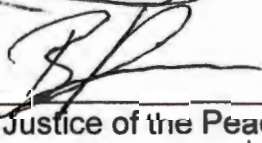

Office: Tax Assessor-Collector

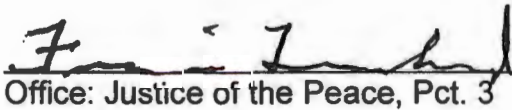

Office: Sheriff

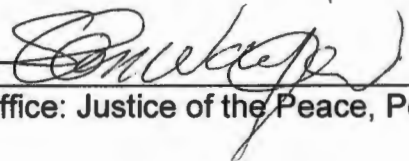

Office: County Treasurer


Office: County Attorney

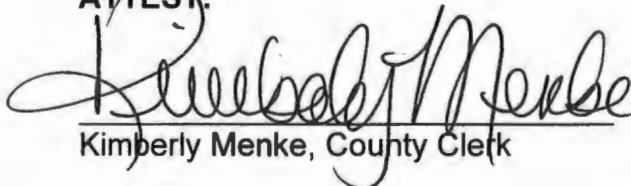

Office: Justice of the Peace, Pct. 1


Office: Justice of the Peace, Pct. 2


Office: Justice of the Peace, Pct. 3


Office: Justice of the Peace, Pct. 4

ATTEST:


Kimberly Menke, County Clerk



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

January 9, 2023

_33. Appoint Loss Control Committee for 2023. (Guthmann)

Motion by Commissioner Wessels to appoint Michael Furrh, Sharon Marsalia, Joshua Guthmann, Kimberly Menke, Charles Schneider, Nathan Zwahr, Jacob Gorman, Clayton Smith, Kyle Hudec, Bradley Berger, and Karl Navarette to the Loss Control Committee 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**

January 9, 2023

MANAGEMENT COMPONENT

Loss Control Committee Members

- | | | |
|-----|----------------------------------|------------------------------|
| 1. | <u>Michael Furrh</u>
Name | <u>EMS</u>
Dept. |
| 2. | <u>Sharon Marsalia</u>
Name | <u>County Judge</u>
Dept. |
| 3. | <u>Joshua Guthmann</u>
Name | <u>Maintenance</u>
Dept. |
| 4. | <u>Kim Menke</u>
Name | <u>County Clerk</u>
Dept. |
| 5. | <u>Charles Schneider</u>
Name | <u>IT</u>
Dept. |
| 6. | <u>Nathan Zwahr</u>
Name | <u>Jail</u>
Dept. |
| 7. | <u>Jacob Gorman</u>
Name | <u>Sheriff</u>
Dept. |
| 8. | <u>Clayton Smith</u>
Name | <u>Precinct #1</u> |
| 9. | <u>Kyle Hudec</u>
Name | <u>Precinct #2</u> |
| 10. | <u>Bradley Berger</u>
Name | <u>Precinct #3</u> |
| 11. | <u>Karl Navarette</u>
Name | <u>Precinct #4</u> |

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

January 9, 2023

- _34. Consent items:
- a. Donation of \$250.00 from Wray-Todd Ranch, LLC to Colorado County EMS.
 - b. FY 2023 Regional Juvenile Mental Health Services Contract with Houston-Galveston Area Council.
 - c. Contract for Grant Administration Services with Langford Community Management Services for the Texas General Land Office CDBG-MIT MOD.
 - d. Contract for Professional Engineering Services with Weishuhn Engineering, Inc. for the Texas General Land Office CDBG-MIT MOD.
 - e. Certificates of Completion to Tax Assessor-Collector Erica Kollaja, for successfully completing educational training during the 40th Annual VG Young School for Tax Assessor-Collector, Ethics for County Tax Assessor-Collectors, and Voter Registration and Chapter 19 Funds.
 - f. Certificate of Liability Insurance:
 1. B&D Services, Inc. (1/1/2023-1/1/2024).
 2. Drymalla Construction Company, LLC (1/1/2023-1/1/2024)

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
January 9, 2023**

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Subrecipient Agreement - Subrecipient - Colorado County - Community and Environmental - ID: 9632

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Colorado County, hereinafter referred to as the Subrecipient, having its principal place of business at 400 Spring St, Room 308E, Columbus, TX 78934.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

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

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ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Sep 01 2022 and ends Aug 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain

**MINUTES OF THE COLORADO COUNTY
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findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.

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- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

**MINUTES OF THE COLORADO COUNTY
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Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**MINUTES OF THE COLORADO COUNTY
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ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 26: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 28: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 29: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 30: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 31: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

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In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 32: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

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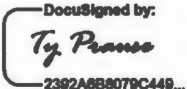
January 9, 2023

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SIGNATURES:

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Subrecipient

Signature  2392A6B8079C449...

Name Ty Prause
Title County Judge
Date 12/28/2022

H-GAC

Signature  82EC27005D81423...

Name Chuck Wemple
Title Executive Director
Date 12/14/2022

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H-GAC

**Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777**

**Subrecipient Agreement - Subrecipient - Colorado County - Community and Environmental - ID:
9632 - ID: 9632**

**SPECIAL PROVISIONS
REGIONAL JUVENILE MENTAL HEALTH SERVICES**

INDEX

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7. **Cost Principles and Administrative Requirements**
8. **Reporting**
9. **Investigations, Monitoring and Technical Assistance**
10. **Personnel**
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13. **Insurance**
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Incorporated by attachment, as part of the whole agreement, H-GAC and the Colorado County (Contractor) do hereby agree to the following Special Provisions as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS AND REGULATIONS

This contract is funded by the Criminal Justice Division of Texas (CJD) under their Regional Juvenile Mental Health Services Program incorporated in the State Criminal Justice Planning Fund (SF 421). Subrecipient agrees to comply with all applicable state and federal laws and local ordinances including but not limited to licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials used. H-GAC, upon request or at its own discretion, may provide additional standards, guidelines or requirements to aid Subrecipient in rendering appropriate performance. H-GAC's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of H-GAC's compensation offer hereinafter described, Subrecipient accepts and shall provide H-GAC approved services in consideration as specifically described in the Scope of Services, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Services according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Subrecipient for costs billed in accordance with the agreed upon rate for such services as described in the Subrecipient proposal coinciding with the contract performance dates. This payment is subject to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in 2 CFR200 and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas 3) H-GAC is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC within 30 days following termination of this Agreement.

ARTICLE 4: PAYMENTS

H-GAC shall make payments to the Subrecipient in the following manner:

- a) Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$2,200.00. Subrecipient shall be paid actual documented cost of each assessment or counseling session provided, as listed in the Subrecipient's proposal as specified in the attached Budget. If there will be a variance of more than 10% of what is represented in the Budget during the contract period, the Subrecipient shall submit a request in writing to H-GAC prior to the reimbursement request that would be affected by the change. After receiving such a request H-GAC reserves the right to accept or deny. In no event shall the sum of all payments for service hours provided exceed the amount shown in the proposal. Subrecipient shall bill H-GAC for fully documented and substantiated costs of all services provided no later than the 15th of the following month.

H-GAC will forward payment to Subrecipient within thirty (30) business days subject to having received each of the following:

- b) A detailed account of actual costs of the services provided, including number of hours and cost per hour.
- c) Information regarding any subcontracted service provider, including name of agency, address of agency, name of assessor and/or therapist, credentials of assessor and/or therapist, and length of time agency has been operating in the contracted jurisdiction.
 - 1) The Subrecipient shall use the H-GAC Regional Juvenile Mental Health Services Reimbursement Form, herein attached, to request reimbursement from H-GAC.
 - 2) All requested costs must be eligible under the applicable Governor's Criminal Justice Plan for Texas.

ARTICLE 5: SANCTIONS OR REMEDIAL MEASURES

- A. **Performance Sanctions.** Subrecipient's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any

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other applicable H-GAC policies, issuances, and rules may subject Subrecipient to sanctions and/or remedies imposed by H-GAC.

- B. Financial Sanctions.** H-GAC retains the right to deduct the amount of any advance payment or previous overpayment made by H-GAC, from any subsequent billing submitted by Subrecipient for violations under this contract. Failure to comply with the Subrecipient obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Subrecipient will be liable for and will repay to H-GAC, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Subrecipient will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by H-GAC. Subrecipient will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Subrecipient. All repayment made by the Subrecipient shall be from non-federal/state funds. Subrecipient's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.
- C.** If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing to Subrecipient. If H-GAC withholds such payments, it will notify the Subrecipient in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.
- D.** If the Subrecipient neglected to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any invoices owed to a Subrecipient if the Subrecipient does not provide a current inventory when requested. H-GAC may refuse to close a contract and make a final payment to Subrecipient if the Subrecipient's inventory is not current with H-GAC records. H-GAC may also recover funds when Subrecipient fails to report stolen or lost equipment.
- E.** Notwithstanding H-GAC's exercise of its right of early termination, the Subrecipient will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Subrecipient on this contract until such time as the exact amount of damages due to H-GAC from the Subrecipient is agreed upon or is otherwise determined by H-GAC.

ARTICLE 6: COORDINATION OF SERVICES

H-GAC shall provide coordination of mental health services provided across the region, including overall monitoring and implementation of the services provided. H-GAC Criminal Justice planning staff shall act as liaison between the Subrecipient and the Office of the Governor, Criminal Justice Division.

SECTION 7: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by H-GAC in writing, Subrecipient will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Uniform Grant and Contract Management Standards (UGCMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 8: REPORTING

In addition to the financial reporting requirements set forth in these Special Contract Provisions and H-GAC's policies and procedures, Subrecipient will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by H-GAC. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 9: INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

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- A. Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by H-GAC, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records, papers, or other documents whatsoever relating to this Contract and the performance thereof.
- B. H-GAC reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Subrecipient's performance as well as performances of Subrecipient's subcontractors rendered under this Contract. H-GAC will notify Subrecipient of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to these Special Contract Provisions. H-GAC will provide technical assistance to Subrecipient in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

ARTICLE 10: PERSONNEL

The Subrecipient shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services required under this contract. The Subrecipient shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Subrecipient shall not subcontract work to be performed without prior written consent of H-GAC.

SECTION 11: SUBCONTRACTS

- A. Subrecipient may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Subrecipient or by participants in the Subrecipient's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. H-GAC shall review and approve subcontracts in advance of Subrecipient incurring billable costs and reserves the right to review the performance of subcontractors under this agreement.
- B. The Subrecipient shall furnish to H-GAC a copy of the signed subcontract(s) when the Subrecipient uses the services of mental health professionals under the purview of this agreement.
- C. All subcontracts are the sole responsibility of Subrecipient. H-GAC is not responsible for the administration or payment of subcontractor of Subrecipient and such contracts do not convey any liability on H-GAC for payment or acceptance of work product.
- D. All cost principles and regulations for which the Subrecipient is liable shall pass through to any subcontractor under this contract and Subrecipient shall assure that such provisions are included in any written agreement.

ARTICLE 12: COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Subrecipient may copyright such, but the Governor's Office of General Counsel, H-GAC, and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, service provider agreements and other subcontracts emanating from this Contract.

ARTICLE 13: INSURANCE

The Subrecipient represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Subrecipient self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14: ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of H-GAC.

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ARTICLE 15: RECORDS RETENTION

Records shall be retained for at least **SEVEN (7) YEARS** following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, H-GAC, or any state or federal agency authorized to inspect same.

ARTICLE 16: CONFIDENTIALITY OF JUVENILE RECORDS

Pursuant to Section 299E 34 U.S.C. 11186, Except as authorized by law, program records containing the identity of individual juveniles gathered for purposes pursuant to this title may not be disclosed without the consent of the service recipient, or legally authorized representative, or as may be necessary to carry out this title. Under no circumstances may program reports or findings available for public dissemination contain actual names of service recipients.

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**HOUSTON-GALVESTONN AREA COUNCIL
REGIONAL JUVENILE MENTAL HEALTH SERVICES
SCOPE OF SERVICES**

COLORADO COUNTY

The Juvenile Probation Department agrees the provisions outlined as follows:

ELIGIBLE SERVICES

The Juvenile Probation Department will provide mental health assessments and/or therapy (individual and group counseling) to referred juveniles.

REIMBURSEMENT

H-GAC will reimburse the Juvenile Probation Department for eligible services. The Juvenile Probation should submit the 'FY 2023 Monthly Reimbursement Form' (Attachment A) to H-GAC by the 15th of every month. If no reimbursement requests have been received by March 15, 2023 the Juvenile Probation Department's allocation will be redistributed to other counties and this contract will be considered null and void.

The amount allocated to Colorado County for this performance period is \$2,200.00.

PERFORMANCE PERIOD

The performance period for this contract is September 1, 2022 through August 31, 2023.

SERVICE PROVIDERS

The Juvenile Probation Department is responsible for the procurement of mental health assessment and/or therapy services via a reputable, credible, and licensed provider, at a reasonable cost representing market value.

If the Juvenile Probation Department uses an individual consultant for individual or group counseling, reimbursement is capped at \$81.25/hr. and is not to exceed \$650.00 a day.

SERVICE AREA

The Juvenile Probation Department will provide services within Colorado County and to juveniles residing in Colorado County, Texas.

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**FY 2023 Regional Juvenile Mental Health Services Project
Colorado County Budget**

<i>Budget Summary</i>		
Acct #	Account Name	Amount
50001	Direct Salaries & Wages	
51001	Consultant	
51003	Other Contract Services	
51004	Auditing Costs	
51005	Legal Services	
53002	Travel (In and Out-of-Region)	
54004	Expendable Equipment (Less than \$5,000)	
55001	Office Supplies	
55002	Meeting Expenses	
55003	Printing (Outside)	
55004	Books & Publications	
55005	Maintenance & Repair (Physical)	
55008	Software & Database	
55009	Employee Development	
55010	Program Promotion	
55011	Employee Recruiting	
55012	Licenses & Permits (outside)	
55013	Communication	
55015	Postage & Delivery	
55016	Subscription/Membership	
55017	Legal Notice	
55018	Operating Expenses	
55028	Public Media	
56001	Pass Through	\$2,200.00
91001	In-Kind Match	
61001	GIS/Network Allocation	
62001	Internal Services Allocation	
63001	Benefits Allocation	
65001	Indirect Allocation	
80000	Rent Allocation	
GRAND TOTAL		\$2,200.00

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**GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

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") Method of Distribution (MOD) funds, 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.

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“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.

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“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.

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“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;

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- (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, 2016 & Hurricane Harvey (2017) 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.

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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.

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II. TERM

2.01 DURATION

This Contract shall be effective as of November 28, 2022, 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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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 the caps below 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.

Total CDBG-MIT Award (Non-Housing Activities)	Percentage Cap
\$249,999.99 or less	13%
\$250,000-\$749,999.99	11%
\$750,000-\$999,999.99	10%
\$1 million-\$24,999,999.99	8%
\$25 million or over	6%

Contract will be amended to be inclusive of dollar amount with funding of project.

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.

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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.

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

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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.

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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.

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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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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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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.

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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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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

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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

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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
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January 9, 2023

Provider

Langford Community Management Services, Inc.
9017 W. State HWY 29, Suite 206
Liberty Hill, Texas 78642
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
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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

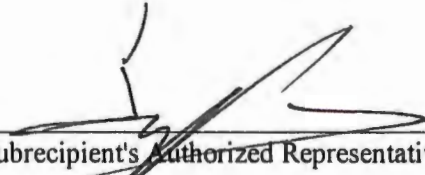
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

January 9, 2023

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 7th day of December, 2022.

Colorado County

BY:

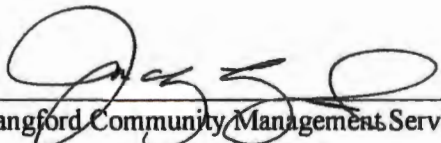


(Subrecipient's Authorized Representative)

Ty Prause
(Printed Name)

County Judge
(Title)

BY:



(Langford Community Management Services)

Judy Langford
(Printed Name)

President
(Title)

**MINUTES OF THE COLORADO COUNTY
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[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:

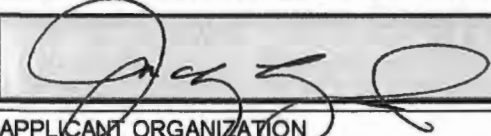
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give 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.

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|---|--|
| <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	12/7/22

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

**MINUTES OF THE COLORADO COUNTY
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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.)

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. 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 tier 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: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

MIA

PRINT

**MINUTES OF THE COLORADO COUNTY
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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
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**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 any 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	GLO CDBG-MIT MOD Administrative Services

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Judy Langford, President

SIGNATURE	DATE
	12/7/22

**MINUTES OF THE COLORADO COUNTY
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**Attachment B
GLO Contract No. ****
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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/>.

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**Attachment B
GLO Contract No. ****
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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.

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

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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.

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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.

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- 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

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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.

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- 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

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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

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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;

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- 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

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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;

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- 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.

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- 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

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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.

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- 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

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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:

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- 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.

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- 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.

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- 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.

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- 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.

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Nonexclusive List of Laws, Rules,
and Regulations
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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

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Nonexclusive List of Laws, Rules,
and Regulations
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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

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>\$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 > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs:</u> 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><u>§60-1.4(b) Equal opportunity clause:</u></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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- (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

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	<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>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$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"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
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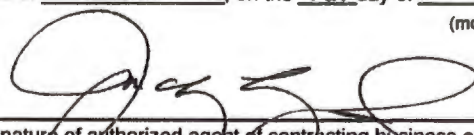
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>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of 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)

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CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Langford Community Management Services, Inc. LIBERTY HILL, TX United States			Certificate Number: 2022-962198	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Colorado County			Date Filed: 12/07/2022	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. GLO CDBG-MIT MOD Administrative & Environmental Services				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Langford, Judy	Liberty Hill, TX United States	X	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION				
My name is <u>Judy Langford</u> , and my date of birth is <u>12/25/60</u> .				
My address is <u>9017 W. State HWY 29, Suite 206</u> , <u>Liberty Hill</u> , <u>TX</u> , <u>78642</u> , <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small>				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in <u>Williamson</u> County, State of <u>Texas</u> , on the <u>7th</u> day of <u>December</u> , 20 <u>22</u> . <small>(month) (year)</small>				
 _____ Signature of authorized agent of contracting business entity <small>(Declarant)</small>				

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**PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Colorado County (the "Subrecipient") and Weishuhn Engineering, Inc., 74-2890987 ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract as of November 28th, 2022 for professional engineering services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 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") Method of Distribution (MOD) funds, 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.

"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.

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"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, 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, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"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.

"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.

"Performance Statement" means Provider's detailed project summary hereby incorporated for all purposes as **Attachment C**.

"Proiect" means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

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"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-MIT non-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 Weishuhn Engineering, Inc., selected to provide the services under this Contract, if any.

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

"Quarterly 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.

"RFQ" means the Subrecipient's Request for Qualifications, or the Solicitation, as defined below.

"Scope of Work" means Provider's detailed scope of work hereby incorporated for all purposes as Attachment H.

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

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

"State of Texas TexTravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

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

"Subrecipient" means Colorado County, a local governmental body or political subdivision that receives funds under HUD's CDBG—MIT Program for non-housing projects.

"Subrecipient Agreement" means the contractual agreement for a CDBG-MIT 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.

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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;
- (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, Attachment G and Attachment H. Solicitation Documents; and Provider's Response to Solicitation.

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1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the Colorado County, Texas, as authorized under GLO Contract No. TBD ("Subrecipient's Contract"), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

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 AND HOUSING PROJECTS:

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.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

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

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in Attachment H of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, "as built" report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to SECTION 1.04(c) of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

2.02 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.

2.03 TERMINATION OF AGREEMENT FOR CAUSE

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm 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 Firm 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 Firm 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 Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2.04 TERMINATION FOR CONVENIENCE OF THE CITY/COUNTY

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.

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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.

2.05 CHANGES

The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS

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-DR 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 Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

2.07 PERSONNEL

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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2.08 ASSIGNABILITY

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

2.09 REPORTS AND INFORMATION

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

2.10 RECORDS AND AUDITS

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

2.11 FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

2.12 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

2.13 COMPLIANCE WITH LOCAL LAWS

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

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2.14 CONFLICTS OF INTEREST

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER \$10,000).

- The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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 Firm 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.

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- The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Firm 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.
- The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Firm 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.
- In the event of the Firm'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 Firm 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.
- The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

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2.17 CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

2.20 AGE DISCRIMINATION ACT OF 1975

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO \$100,000)

The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.22 EXTENT OF AGREEMENT

This Agreement, which includes Parts I-VIII, and Attachments A - H represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The contract work will be completed at \$_____ amount. (To be amended and added with final funding amount for Water/Sewer Supply Corporation projects)

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. Shall be reimbursable in increments as shown in the Benchmarks in Attachment C for the type of work to be performed. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

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.

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.

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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.

MILESTONES

Milestones	Not-to-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		50%				
Environmental Control Ejectment			50%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans' COCC/FWCE	100%	100%	95%			
Grant Completion Report Approval			100%			

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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.

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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.

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

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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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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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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.

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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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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

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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:

- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S 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.

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

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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

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Provider

Weishuhn Engineering, Inc.
425 Spring St. #102
Columbus, Texas 78934
Attention: James W. Weishuhn, P.E.

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

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

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If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

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 CONTRACT 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.

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8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS

Attachment F

8.19 CERTIFICATE OF INTEREST PARTIES

Provider shall visit <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out Certificate of Interested Parties (FORM 1295) **Attachment G**.

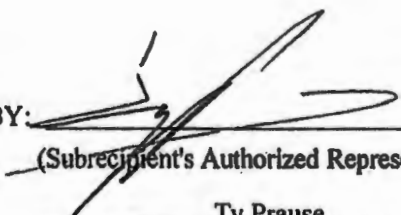
SIGNATURE PAGE FOLLOWS

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IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 19 day of December, 2022.

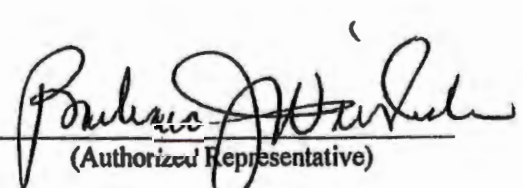
Colorado County

BY: 

(Subrecipient's Authorized Representative)
Ty Prause

(Printed Name)
County Judge

(Title)

BY: 

(Authorized Representative)
Barbara Weishuhn

(Printed Name)
Owner/President

(Title)

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[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.

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| <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
	Owner/President
APPLICANT ORGANIZATION	DATE SUBMITTED
Weishuhn Engineering, Inc.	12/16/2022

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

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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.)

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. 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 tier 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: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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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**

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**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-L.L.L., "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-L.L.L., "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
Weishuhn Engineering, Inc.

AWARD NUMBER AND/OR PROJECT NAME
GLO CDBG-MOD Engineering Services

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
James Weishuhn

SIGNATURE

DATE

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**Attachment B
GLO Contract No. *****
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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/>.

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**Attachment B
GLO Contract No. *****
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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.

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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Attachment C

Performance Statement

**To Be Determined and Added once funding has occurred &
contract is approved between state and entity**

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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

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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

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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.

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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).

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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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**Attachment E
Contract No. _____
2 pages plus form and certificates**

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

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Contract No. _____
2 pages plus form and certificates**

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

**\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE**

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. XXXXXX"**
- (c) **Name the Subrecipient and the General Land Office as an additional insured.**

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

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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><u>Termination for Cause:</u></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><u>Termination for Convenience of the City/County:</u></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)

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>\$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 > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs:</u> 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)
<i>Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.</i>		
≥\$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><u>§60-1.4(b) Equal opportunity clause:</u></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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- (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

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	<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>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$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"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
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>\$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)

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CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Certificate Number:			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	Date Filed:			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
_____ Signature of authorized agent of contracting business entity				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.				
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				

TO BE SUBMITTED BY FIRM

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**TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....2
ENGINEERING SERVICES.....2

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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 disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas

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- iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal
-

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descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

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files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

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- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.

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- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

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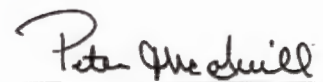
V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

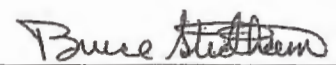
CERTIFICATE OF COMPLETION


The V.G. Young Institute of County Government awards this Certificate to

Erica Kollaja

For successfully completing 9.00 hours of educational training during the
40th Annual VG Young School for Tax Assessor-Collector
Galveston, TX


Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government


Hon. Bruce Stidham, President
Tax Assessor-Collector Association of Texas


Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

November 29-December 01, 2022

January 9, 2023



V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Erica Kollaja

For successfully completing 2.00 hours of educational training during the

Ethics for County Tax Assessor-Collectors

Galveston, TX

Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government

Hon. Bruce Stidham, President
Tax Assessor-Collector Association of Texas

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

November 30, 2022

January 9, 2023



V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Erica Kollaja

For successfully completing 1.00 hours of educational training during the

Voter Registration and Chapter 19 Funds

Galveston, TX

Handwritten signature of Peter J. McGill in black ink.

Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government

Handwritten signature of Bruce Stidham in black ink.

Hon. Bruce Stidham, President
Tax Assessor-Collector Association of Texas

Handwritten signature of Rick Avery in black ink.

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

November 29, 2022

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DEC 27 2022 CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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

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

PRODUCER BAUMGART AGENCY LLC 1127 Bowie St Columbus, TX 78934	CONTACT NAME: SUSAN BAUMGART	
	PHONE (A/C, No, Ext): (979)732-2808 FAX (A/C, No): (979)732-6292 E-MAIL ADDRESS: columbus@baumgartinsurance.com	
INSURED B&D SERVICES, INC. P.O.BOX 1123 COLUMBUS, TX 78934 (979)234-3145 (979)733-0660 & FAX	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Travelers Indemnity Company	41262
	INSURER B: TEXAS MUTUAL INSURANCE CO	22945
	INSURER C: PHOENIX INSURANCE CO	25623
	INSURER D: Travelers Property & Casualty	41262
	INSURER E: CHAMPLAIN SPECIALTY	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	660-7S122759-IND	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PRIMARY NON-CONTRI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA463D0308-24	1/2/2023	1/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per person) \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TSF0001239129	1/2/2023	1/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input checked="" type="checkbox"/> EQUIPMENT FLOATER						E.L. EACH ACCIDENT \$ 1,000,000
D				QT-660-6106B054	1/2/2023	1/2/2024	Replacement Coverage \$ 4,337,000 Rental

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

Certificate Holder is named as Additional Insured required by written contract and granted waiver of subrogation as required by written contract, subject to the policy terms and conditions where allowed by law.

CERTIFICATE HOLDER COLORADO COUNTY PO BOX 236 COLUMBUS, TEXAS 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

January 9, 2023

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Drymalla Construction Company, LLC P.O. Box 698 Columbus TX 78934	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Blanket primary/non-contributory per form # CG 70 85 10 15

Automobile:

Blanket additional insured per form # CA 71 18 11 09
Blanket waiver of subrogation per form # CA 71 18 11 09
Blanket primary/non-contributory per form # CA 71 65 09 11

Worker's Compensation:

Blanket waiver of subrogation per form # WC 42 03 04 B

Umbrella:

Blanket additional insured per form # EU 00 01 07 16
Blanket waiver of subrogation per form # EU 00 01 07 16
Blanket primary/non-contributory per form # EU 00 01 07 16

Excess:

Blanket additional insured per form # TAU9500 11 97
Blanket waiver of subrogation per form # TAU9500 11 97
Blanket primary/non-contributory per form # TAU 9999 11 97

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

January 9, 2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TEXAS CONTRACTOR'S BLANKET ADDITIONAL INSURED
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPPP20161782305	Agency Number 0765330	Policy Effective Date 01/01/2023
Policy Expiration Date 01/01/2024		Account Number 11011843
Named Insured DRYMALLA CONSTRUCTION COMPANY, LLC	Agency BOWEN MICLETTE & BRITT LLC	Issuing Company AMERISURE PARTNERS INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business.
 - b. The written contract or written agreement must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds; we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
 - (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

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

January 9, 2023

Policy Number: CPPP20161782305
Effective Date: 01/01/2023 – 01/01/2024

- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and
- (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance** is deleted and replaced with the following:
 - 4. **Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

 - a. Primary;
 - b. Excess;
 - c. Contingent; or
 - d. On any other basis;

but if the written contract or written agreement requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
 - i. If the written contract or written agreement as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 85 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)
This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE
Name of Person or Organization: Blanket where required by written contract or written agreement that the terms of CG 20 10 11 85 apply.
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.
CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

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

January 9, 2023

_35. Check cancellation.

No check cancellations.

_36. County Auditor's Monthly Financial Report for December 2022.

County Auditor Michelle Lowrance reminded the court that this is the last cash basis report.

All future reports will be accrual basis.

(See Attachment)

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

January 9, 2023

**Colorado County Auditor's Monthly Report
December 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 December 31, 2022, will be presented at the regular Commissioners' Court meeting at 9:00 a.m. on January 9, 2023

Table of Contents

Section	1	<u>Combined Statement of Receipts and Disbursements</u> (shows aggregate amounts received and disbursed from each county fund, Local Govt. Code §114.024(1), §114.025(a)(1))
Section	2	<u>Summary of Revenues and Expenditures</u> (shows the current year financial position of the county in reference to the current budget)
Section	3	<u>Balance Sheet for Maintenance Account Funds</u> (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))
Section	4	<u>County Bond Indebtedness</u> (shows the amount of county bond indebted and other indebtedness, Local Govt. Code §114.025(a)(4))
Section	5	<u>Internal Audit Reports</u> (shows internal audit reports by County Auditor and staff, Local Govt. Code §115.002)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

Section 1

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

January 9, 2023

12-30-2022 SPECIFIED-ACTIVITY-REPORT -- 12-01-2022 THRU 12-31-2022 PAGE 1
 TIME:08:48 PM - DECEMBER 1, 2022 THRU DECEMBER 31, 2022 PREPARER:0004

ACCOUNT NUMBER AND TITLE	STARTING BALANCE	DEBIT BALANCE	CREDIT BALANCE	ENDING BALANCE
12-010-100 GENERAL FUND, CHECKING	7,953,250.10	2,231,816.50	1,412,671.12	8,772,395.48
13-010-100 RECORDS PRESERVATION,CKNG	791,226.57	28,512.22	73,640.71	746,098.08
14-010-100 AIRPORT FUND, CHECKING	102,472.65	14,039.43	10,614.85	105,897.23
21-010-100 R&B PCT #1, CHECKING	1,472,738.34	184,086.08	70,891.91	1,585,932.51
22-010-100 R&B PCT #2, CHECKING	1,034,848.32	183,911.75	87,941.18	1,130,818.89
23-010-100 R&B PCT #3, CHECKING	1,647,909.73	215,533.47	100,606.45	1,762,836.75
24-010-100 R&B PCT #4, CHECKING	1,980,755.63	160,875.12	220,797.61	1,920,833.14
31-010-100 ELECTION SVCS CONTRACT FUND, CHECKI	17,709.60	4,223.08	0.00	21,932.68
32-010-100 HAVA CARES ACT FUND CHECKING	23,370.41	104.17	19,573.04	3,901.54
45-010-100 LEOSE FUND, CHECKING	26,864.29	205.83	160.50	26,909.62
50-010-100 SECURITY FUND, CHECKING	59,896.39	4,233.13	4,787.37	59,342.15
55-010-100 LAW LIBRARY, CHECKING	139,689.68	1,960.00	118.96	141,530.72
60-010-100 JUSTICE COURT TECHNOLOGY, CHECKING	14,179.73	1,133.46	0.00	15,313.19
62-010-100 CO & DIST COURT TECH FUND, CKING	32,687.43	382.50	0.00	33,069.93
65-010-100 HISTORICAL COMM, CHECKING	5,885.38	0.00	0.00	5,885.38
70-010-100 CAPITAL PROJECTS FUND, CHECKING	0.00	977.53	0.00	977.53
75-010-100 INTEREST & SINKING,CKING	153,116.00	108,190.36	0.00	261,306.36
80-010-100 HOT CHK FUND, CHECKING	12,821.23	0.00	0.00	12,821.23
GROUP-TOTAL	15,469,421.48	3,140,184.63	2,001,803.70	16,607,802.41
90-010-120 PAYROLL FUND, CHECKING	18,900.26	1,070,366.43	1,088,988.24	278.45
GROUP-TOTAL	18,900.26	1,070,366.43	1,088,988.24	278.45
29-010-130 HARVEY DISASTER RECOVERY, CHECKING	0.00	0.00	0.00	0.00
GROUP-TOTAL	0.00	0.00	0.00	0.00
15-010-150 SHERIFF FORFEITURE FUND, CHECKING	49,644.51	376.39	33.90	49,987.00
GROUP-TOTAL	49,644.51	376.39	33.90	49,987.00
16-010-160 AMERICAN RESCUE PLAN, CHECKING	4,235,826.19	31,948.12	0.00	4,267,774.31
GROUP-TOTAL	4,235,826.19	31,948.12	0.00	4,267,774.31
10-010-155 CO ATTY FORFEITURE FUND, CHECKING	299,613.56	2,255.26	2,403.70	299,465.12
GROUP-TOTAL	299,613.56	2,255.26	2,403.70	299,465.12
11-010-165 CO ATTY SEIZURE FUND, CHECKING	47,771.80	360.31	0.00	48,132.11
GROUP-TOTAL	47,771.80	360.31	0.00	48,132.11
85-010-185 CO ATTY STATE SUPPLEMENT FUND,CKING	10,969.15	0.00	2,226.35	8,742.80
GROUP-TOTAL	10,969.15	0.00	2,226.35	8,742.80
REPORT TOTAL	20,132,146.95	4,245,491.14	3,095,455.89	21,282,182.20

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

January 9, 2023

Section 2

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 1
 TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 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: 0010 COUNTY ATTORNEY FORFEITURE FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES								
10-100-310	INTEREST INCOME	0.00	0.00		7,156.24	2,255.26	7,156.24+	
10-100-385	FORFEITURES AWARDED	0.00	0.00		727.41	0.00	727.41+	
	TOTAL REVENUES	0.00	0.00	0.00	7,883.65	2,255.26	7,883.65+	
0475 FORFEITURE FUND EXPENSES								
10-475-102	SALARY, ASST CO ATTORNEY	0.00	0.00	0.00	5,674.20	1,989.20	5,674.20-	
10-475-150	SOCIAL SECURITY TAX	0.00	0.00	0.00	432.60	151.94	432.60-	
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	749.14	262.56	749.14-	
10-475-199	PERSONNEL SERVICES	0.00	0.00	0.00	6,855.94	2,403.70	6,855.94-	
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	
	FORFEITURE FUND EXPENSES	0.00	0.00	0.00	8,085.94	2,403.70	8,085.94-	
COUNTY ATTORNEY FORFEITURE FUND								
	INCOME TOTALS	0.00	0.00		7,883.65	2,255.26	7,883.65+	
	EXPENSE TOTALS	0.00	0.00	0.00	8,085.94	2,403.70	8,085.94-	

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 2
 TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 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: 0011 COUNTY ATTORNEY SEIZURE FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES								
11-100-310	INTEREST INCOME	0.00	0.00		1,073.99	360.31	1,073.99+	
11-100-380	CASH SEIZURES PENDING	0.00	0.00		15,378.00	0.00	15,378.00+	
	TOTAL REVENUES	0.00	0.00	0.00	16,451.99	360.31	16,451.99+	
0475 CO ATTY SEIZURE EXPENSES								
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-	
	CO ATTY SEIZURE EXPENSES	0.00	0.00	0.00	3,993.22	0.00	3,993.22-	
COUNTY ATTORNEY SEIZURE FUND								
	INCOME TOTALS	0.00	0.00		16,451.99	360.31	16,451.99+	
	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**

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 3
 TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 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 BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/CARRY-OVER								
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		120,649.25	24,981.84	43,389.25+	156
12-100-130	PENALTY & INTEREST	73,098.00	73,098.00		91,428.39	10,867.30	18,330.39+	125
12-100-199	TOTAL TAXES	9,774,620.00	9,774,620.00	0.00	9,844,791.01	35,849.14	70,171.01+	101
12-100-200	BEER & LIQUOR LICENSES	5,000.00	9,000.00		9,899.75	864.50	899.75+	110
12-100-205	MIXED DRINK TAX	20,000.00	25,000.00		37,127.78	3,575.94	12,127.78+	149
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		28,505.00	2,680.00	1,005.00+	104
12-100-299	TOTAL LICENSES & PERMITS	45,050.00	61,550.00	0.00	75,532.53	7,120.44	13,982.53+	123
12-100-300	AMBULANCE FEES COLLECTED	1,400,000.00	1,400,000.00		1,300,213.64	122,758.31	99,786.36	93
12-100-302	DONATIONS/COUNTY WIDE	2,500.00	5,500.00		5,731.74	250.00	231.74+	104
12-100-304	DONATIONS/MENTAL HEALTH DEPUTY	0.00	40,000.00		48,035.38	6,487.76	8,035.38+	120
12-100-310	INTEREST INCOME	124,030.00	224,030.00		261,773.87	66,762.16	37,743.87+	117
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		1,613.90	101.00	863.90+	215
12-100-316	JUDICIAL EDUCATION FEES	500.00	500.00		630.00	110.00	130.00+	126
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		1,988,474.36	150,261.58	11,525.64	99
12-100-321	OIL & GAS ROYALTY	200.00	200.00		206.55	86.18	6.55+	103
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		5,451.14	732.52	1,451.14+	136
12-100-324	STENOGRAPHERS FEES	3,000.00	8,000.00		8,812.86	1,431.80	312.86+	104
12-100-325	RENTAL INCOME-EL FACILITIES	40,500.00	40,500.00		40,500.00	3,375.00	0.00	100
12-100-378	PUBLIC DEFENDER FEES	12,000.00	12,000.00		8,845.05	1,014.00	3,154.95	74
12-100-379	INTERPRETOR FEES	500.00	2,000.00		1,492.77	24.46	507.23	75
12-100-380	STATE SALARY SUPPLEMENT-CO JUDGE	25,200.00	25,200.00		25,200.00	5,050.00	0.00	100
12-100-382	PRISONER TRANSPORT REIMB/STATE COMP	5,000.00	7,500.00		7,221.00	644.50	279.00	96
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		217,317.83	2,515.36	2,317.83+	101
12-100-399	TOTAL MISCELLANEOUS	3,414,030.00	4,398,530.00	0.00	4,318,534.03	361,604.63	79,995.97	98
12-100-401	TAX ASSESSOR-COLLECTOR	115,000.00	115,000.00		123,900.95	8,400.45	8,900.95+	108
12-100-402	DISTRICT CLERK	40,000.00	40,000.00		49,030.86	6,331.82	9,030.86+	123
12-100-403	COUNTY CLERK	160,000.00	160,000.00		223,294.77	35,481.52	63,294.77+	140
12-100-404	SHERIFF'S FEES	30,000.00	30,000.00		35,362.43	4,668.92	5,362.43+	118
12-100-405	COUNTY JUDGE	750.00	750.00		840.00	106.00	90.00+	112
12-100-406	COUNTY ATTORNEY	10,000.00	10,000.00		12,563.42	1,487.64	2,563.42+	126
12-100-407	CONSTABLE CITATION FEES	10,000.00	10,000.00		8,888.23	1,150.00	1,111.77	89
12-100-411	JUSTICE OF PEACE PCT. #1	115,000.00	115,000.00		126,651.90	7,605.76	11,651.90+	110
12-100-412	JUSTICE OF PEACE PCT. #2	60,000.00	60,000.00		70,091.44	11,800.97	10,091.44+	117
12-100-413	JUSTICE OF PEACE PCT. #3	110,000.00	110,000.00		67,088.76	4,358.36	42,911.24	61
12-100-414	JUSTICE OF PEACE PCT. #4	50,000.00	75,000.00		90,667.76	10,419.88	15,667.76+	121
12-100-415	TOTAL FEES OF OFFICE	700,750.00	725,750.00	0.00	808,380.52	91,811.32	82,630.52+	111
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		87.17	3.98	62.83	58
12-100-418	EMS/TRAUMA FUND FEES	500.00	500.00		275.24	81.73	224.76	55
12-100-419	CONSOLIDATED COURT COSTS	15,000.00	15,000.00		20,280.84	5,500.44	5,280.84+	135
12-100-420	TRAFFIC FEES	3,000.00	3,000.00		4,333.87	1,032.59	1,333.87+	144
12-100-421	ARREST FEES	5,000.00	5,000.00		6,690.72	1,528.47	1,690.72+	134
12-100-422	JUDICIAL SUPPORT FEE	500.00	500.00		255.22	35.63	244.78	51
12-100-423	JURY SERVICE REIMB FEE	250.00	250.00		54.60	4.77	195.40	22
12-100-424	INDIGENT LEGAL SERVICES FEE	250.00	250.00		22.50	4.43	227.50	09
12-100-425	CIVIL FILING FEES	100.00	6,100.00		7,205.05	1,017.00	1,105.05+	118
12-100-426	LANGUAGE ACCESS FEES	50.00	1,550.00		1,023.00	168.00	527.00	66
12-100-427	INDIGENT DEFENSE FUND FEES	250.00	250.00		94.33	13.32	155.67	38
12-100-428	WARRANT AND/OR CAPIAS FEE	2,500.00	2,500.00		1,683.47	40.00	816.53	67
12-100-429	TOTAL STATE FEES	27,700.00	35,200.00	0.00	42,032.01	9,430.36	6,832.01+	119
12-100-430	APPELLATE COURT FEES	1,500.00	1,500.00		1,794.68	283.35	294.68+	120
12-100-431	FINES & TRIAL FEES-CO CLK	50,000.00	50,000.00		42,870.60	3,998.00	7,129.40	86
12-100-432	FINES & TRIAL FEES-DIST	60,000.00	60,000.00		40,272.77	5,729.73	19,727.23	67
12-100-433	TRAFFIC FEES	5,000.00	5,000.00		6,083.04	555.56	1,083.04+	122
12-100-434	CHILD SAFETY FEES	50.00	50.00		471.45	471.45	421.45+	943

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 12	
12-100-435	SEPTIC SYSTEM FEES	50,000.00	50,000.00		56,530.00	4,450.00	6,530.00+	113
12-100-436	MOVING VIOLATIONS FEES	50.00	50.00		167.22	0.35	117.22+	334
12-100-437	TIME PAYMENT FEES	2,000.00	2,000.00		1,941.06	223.22	58.94	97
12-100-438	COURT FACILITY FEES	0.00	5,000.00		6,820.00	1,120.00	1,820.00+	136
12-100-439	BIRTH CERTIFICATE FEES	150.00	150.00		185.80	27.20	35.80+	124
12-100-440	COURT RECORDS PRESERVATION	2,500.00	6,000.00		7,242.46	1,121.09	1,242.46+	121
12-100-441	CO. RECORDS PRESERVATION	1,500.00	1,500.00		339.76	50.00	1,160.24	23
12-100-442	CERTIFICATION OF DISCOVERY FEES	500.00	500.00		423.70	54.95	76.30	85
12-100-444	SEASON PARK PERMIT FEES	500.00	500.00		750.00	0.00	250.00+	150
12-100-445	COURT INITIATED GRDNSHF FEE	2,000.00	4,000.00		4,620.00	780.00	620.00+	116
12-100-446	TAX ABATEMENT APPL FEES	1,000.00	3,000.00		5,150.00	0.00	2,150.00+	172
12-100-447	DNA TESTING	200.00	200.00		81.45	7.78	118.55	41
12-100-448	TRUANCY PREVENTION FEES	7,500.00	10,000.00		11,831.82	1,132.99	1,831.82+	118
12-100-450	COUNTY SPECIALTY COURT ACCT	1,500.00	1,500.00		2,118.26	195.43	618.26+	141
12-100-451	VISUAL RECORDING FEE	300.00	300.00		305.00	10.00-	5.00+	102
12-100-453	BAIL BOND FEES	500.00	500.00		676.50	198.00	176.50+	135
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		3,275.00	290.00	775.00+	131
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		59.99	8.79	40.01	60
12-100-476	CLERK'S VITAL STATISTICS FEE	1,000.00	1,000.00		1,124.00	1,530.20	124.00+	112
12-100-477	FTA/OMNIBASE	5,000.00	5,000.00		984.48	506.87	4,015.52	20
12-100-479	FAMILY PROTECTION FEE	1,000.00	1,000.00		34.00	0.00	965.00	03
12-100-499	TOTAL OTHER FEES	234,050.00	249,050.00	0.00	233,853.04	22,724.96	15,196.96	94
12-100-503	REIMB OF JUROR PMTS-STATE COMPTROLR	7,000.00	7,000.00		8,160.00	2,380.00	1,160.00+	117
12-100-509	TOTAL	7,000.00	7,000.00	0.00	8,160.00	2,380.00	1,160.00+	117
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-FEMA & 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	0.00	24,696.18	83
12-100-603	GRANT - STATE COMPTROLLER	50,000.00	50,000.00		49,174.25	0.00	825.75	98
12-100-604	GRANT-HOMELAND SECURITY	25,000.00	25,000.00		31,111.07	20,194.88	6,111.07+	124
12-100-699	TOTAL GRANTS	151,000.00	218,500.00	0.00	198,846.73	20,194.88	19,653.27	91
TOTAL REVENUES/CARRY-OVER		14,354,200.00	15,470,200.00	0.00	15,530,129.87	551,115.73	59,929.87+	100
0400 COUNTY JUDGE								
12-400-101	SALARY, COUNTY JUDGE	66,630.00	66,630.00	0.00	66,630.00	5,552.50	0.00	100
12-400-102	SALARY, CO JUDGE STATE SUPPLEMENT	25,200.00	25,200.00	0.00	25,200.00	2,100.00	0.00	100
12-400-103	SALARY, CO JUDGE-ATTY SUPPLEMENT	25,000.00	25,000.00	0.00	25,000.00	2,083.70	0.00	100
12-400-105	SALARY, JUDGE'S SECRETARY	40,242.00	40,242.00	0.00	40,242.00	3,353.50	0.00	100
12-400-150	SOCIAL SECURITY TAX	12,014.00	12,014.00	0.00	11,956.11	996.31	57.89	100
12-400-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	21,098.39	1,837.26	298.39-	101
12-400-152	RETIREMENT	20,734.00	20,734.00	0.00	20,732.93	1,727.79	1.07	100
12-400-199	TOTAL PERSONNEL SERVICES	210,620.00	210,620.00	0.00	210,859.43	17,651.06	239.43-	100
12-400-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	4,000.00	0.00	4,142.72	926.99	142.72-	104
12-400-420	COMMUNICATIONS EXPENSE	3,000.00	2,500.00	0.00	2,333.49	237.35	166.51	93
12-400-421	COPIER USAGE EXPENSE	1,550.00	1,900.00	0.00	2,087.38	238.54	187.38-	110
12-400-427	CONFERENCE/SEMINARS/DUES	2,150.00	1,650.00	0.00	772.05	125.00-	877.95	47
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	9,335.64	1,277.88	1,864.36	83
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	221,588.07	18,928.94	4,231.93	98
0401 COMMISSIONER'S COURT								
12-401-101	SALARY, COMMISSIONERS	264,096.00	264,096.00	0.00	264,096.00	22,008.00	0.00	100
12-401-150	SOCIAL SECURITY TAXES	20,203.00	20,203.00	0.00	19,779.07	1,648.01	423.93	98
12-401-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	42,254.18	3,679.28	654.18-	102
12-401-152	RETIREMENT	34,861.00	34,861.00	0.00	34,860.72	2,905.06	0.28	100
12-401-199	TOTAL PERSONNEL SERVICES	360,760.00	360,760.00	0.00	360,989.97	30,240.35	229.97-	100
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	200,000.00	0.00	107,968.21	23,493.18	92,031.79	54
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
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REPORTING FUND: 0012 GENERAL FUND		EFFECTIVE MONTH - 12						
12-401-427	COMM TRAINING/CONFERENCES	6,000.00	6,000.00	0.00	1,560.91	80.00	4,439.09	26
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 ALDE	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	926,100.00	0.00	766,107.77	23,573.18	159,992.23	83
	COMMISSIONER'S COURT	1,259,360.00	1,286,860.00	0.00	1,127,097.74	53,813.53	159,762.26	88
0403 COUNTY CLERK								
12-403-101	SALARY, COUNTY CLERK	59,400.00	59,400.00	0.00	59,400.00	4,950.00	0.00	100
12-403-105	SALARY, DEPUTIES	177,900.00	177,900.00	0.00	132,897.57	9,492.00	45,002.43	75
12-403-150	SOCIAL SECURITY TAX	18,153.00	18,153.00	0.00	13,476.75	1,013.07	4,676.25	74
12-403-151	GROUP MEDICAL INSURANCE	62,400.00	62,400.00	0.00	45,450.94	3,666.18	16,949.06	73
12-403-152	RETIREMENT	31,322.00	31,322.00	0.00	24,654.50	1,797.38	6,667.50	79
12-403-199	TOTAL PERSONNEL SERVICES	349,175.00	349,175.00	0.00	275,879.76	20,918.63	73,295.24	79
12-403-310	SUPPLIES/EQUIPMENT UNDER \$500	14,000.00	12,000.00	0.00	6,452.91	1,006.37	5,547.09	54
12-403-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	954.60	63.16	1,545.40	38
12-403-421	COPIER & PLOTTER USAGE EXPENSE	4,000.00	4,000.00	0.00	1,958.66	283.43	2,041.34	49
12-403-427	CONFERENCE/SEMINARS/DUES	3,500.00	3,500.00	0.00	1,525.80	0.00	1,974.20	44
12-403-499	TOTAL SERVICES & CHARGES	24,000.00	22,000.00	0.00	10,891.97	1,352.96	11,108.03	50
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	292,867.43	22,271.59	85,307.57	77
0410 ELECTIONS								
12-410-102	SALARY, ELECTION ADMINISTRATOR	48,618.00	48,618.00	0.00	48,618.00	4,051.50	0.00	100
12-410-108	SALARY, ELECTION PERSONNEL	30,870.00	30,870.00	0.00	32,340.83	3,388.70	1,470.83	105
12-410-150	SOCIAL SECURITY TAXES	6,081.00	6,081.00	0.00	7,274.41	571.76	1,193.41	120
12-410-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	17,183.87	1,834.40	3,616.13	83
12-410-152	RETIREMENT	10,491.00	10,491.00	0.00	10,530.99	987.39	39.99	100
12-410-199	TOTAL PERSONNEL SERVICES	116,860.00	116,860.00	0.00	115,948.10	10,833.75	911.90	99
12-410-310	VOTING SUPPLIES/PRINTING	15,000.00	24,000.00	0.00	21,095.66	27.15	2,904.34	88
12-410-410	ELECTION JUDGES & CLERKS	9,500.00	25,000.00	0.00	24,750.40	880.00	249.60	99
12-410-420	COMMUNICATION EXPENSE	6,000.00	5,125.00	0.00	5,238.61	1,075.64	113.61	102
12-410-421	COPIER LEASE EXPENSE	2,500.00	2,500.00	0.00	2,430.00	202.50	70.00	97
12-410-425	VOTER REGISTRATION EXPENSES	3,000.00	8,000.00	0.00	6,441.38	0.00	1,558.62	81
12-410-427	CONFERENCES	3,500.00	4,875.00	0.00	4,921.06	0.00	46.06	101
12-410-431	PUBLICATIONS	1,500.00	1,500.00	0.00	1,963.15	0.00	463.15	131
12-410-452	MAINTAINING VOTING EQUIP	15,000.00	20,000.00	0.00	18,144.43	323.80	1,855.57	91
12-410-454	VAN MAINTENANCE	0.00	1,500.00	0.00	804.18	90.12	695.82	54
12-410-460	BUILDING REHT	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	85,788.87	2,544.91	6,711.13	93
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	219,935.97	13,378.66	7,924.03	97
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	3,800.00	600.00	6,200.00	38
12-426-485	JUROR EXPENSE	3,500.00	3,500.00	0.00	392.00	36.00	3,108.00	11
12-426-488	COURT REPORTERS	6,000.00	6,000.00	0.00	3,835.63	1,123.75	2,164.37	64
	COUNTY COURT	32,000.00	32,000.00	0.00	11,623.34	1,687.75	20,376.66	36
0428 PUBLIC DEFENDER								
12-428-102	SALARY, PUBLIC DEFENDER	103,056.00	103,056.00	0.00	103,056.00	8,588.00	0.00	100
12-428-105	SALARY, SECRETARY	38,136.00	38,136.00	0.00	38,136.00	3,178.00	0.00	100
12-428-150	SOCIAL SECURITY TAX	10,800.00	10,800.00	0.00	10,323.28	842.94	476.72	96

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 12	
12-428-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	31,653.70	2,754.58	453.70	101
12-428-152	RETIREMENT	18,638.00	18,638.00	0.00	18,637.20	1,551.20	0.80	100
12-428-199	TOTAL PERSONNEL SERVICES	201,830.00	201,830.00	0.00	201,806.18	16,918.62	23.82	100
12-428-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	1,778.78	596.94	1,221.22	59
12-428-420	COMMUNICATIONS EXPENSE	2,000.00	2,000.00	0.00	1,141.75	119.53	858.25	57
12-428-423	LAW BOOKS/ON-LINE SUBSCRIPTIONS	3,000.00	3,000.00	0.00	3,045.60	375.49	45.60	102
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	6,916.13	1,091.96	4,083.87	63
12-428-532	EQUIPMENT	1,000.00	1,000.00	0.00	345.09	345.09	654.91	35
	PUBLIC DEFENDER	213,830.00	213,830.00	0.00	209,067.40	18,355.67	4,762.60	98
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	2,960.84	625.00	39.16	99
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	24,682.09	625.00	2,217.91	92
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	5,145.00	5,145.00	1,145.00	129
12-435-416	VISITING JUDGES EXPENSE	4,000.00	4,000.00	0.00	1,305.87	0.00	2,694.13	33
12-435-419	PROF SVCS-NON SPECIFIED	10,000.00	7,500.00	0.00	7,200.00	800.00	300.00	96
12-435-428	CRT APPOINTED ATTORNEYS	20,000.00	20,000.00	0.00	16,945.00	1,675.00	3,055.00	85
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	3,962.50	850.00	13,537.50	23
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	16,526.70	179.96	3,473.30	83
12-435-488	COURT REPORTERS	7,000.00	12,000.00	0.00	10,606.25	300.00	1,393.75	88
12-435-499	TOTAL SERVICES & CHARGES	90,000.00	91,500.00	0.00	65,732.15	8,949.96	25,767.85	72
	DISTRICT COURT	90,000.00	91,500.00	0.00	65,732.15	8,949.96	25,767.85	72
0450 DISTRICT CLERK								
12-450-101	SALARY, DISTRICT CLERK	59,400.00	59,400.00	0.00	60,542.40	4,950.00	1,142.40	102
12-450-105	SALARY, DEPUTIES	75,270.00	75,270.00	0.00	75,270.00	6,272.50	0.00	100
12-450-108	SALARY, PART-TIME CLERK	15,000.00	15,000.00	0.00	15,599.91	1,352.00	599.91	104
12-450-150	SOCIAL SECURITY TAX	11,450.00	11,450.00	0.00	11,460.80	955.82	10.80	100
12-450-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	30,697.26	1,833.62	502.74	98
12-450-152	RETIREMENT	19,755.00	19,755.00	0.00	19,986.35	1,659.83	231.35	101
12-450-199	TOTAL PERSONNEL SERVICES	212,075.00	212,075.00	0.00	213,556.72	17,023.77	1,481.72	101
12-450-310	SUPPLIES/EQUIPMENT UNDER \$500	7,000.00	6,750.00	0.00	6,295.06	1,774.53	454.94	93
12-450-420	COMMUNICATIONS EXPENSE	2,250.00	2,250.00	0.00	791.29	63.15	1,458.71	35
12-450-421	COPIER USAGE EXPENSE	2,500.00	2,750.00	0.00	3,125.52	371.24	375.52	114
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	11,999.00	2,208.92	1,751.00	87
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	227,490.53	19,232.69	3,334.47	99

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 7
 TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 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 BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 12	
0451 JUSTICE OF THE PEACE #1								
12-451-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	44,112.00	3,676.00	0.00	100
12-451-105	SALARY, CLERKS	73,872.00	73,872.00	0.00	73,872.00	6,156.00	0.00	100
12-451-150	SOCIAL SECURITY TAX	9,026.00	9,026.00	0.00	8,673.00	723.98	353.00	96
12-451-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	21,415.98	1,864.10	9,784.02	69
12-451-152	RETIREMENT	15,575.00	15,575.00	0.00	15,626.64	1,297.82	51.64	100
12-451-199	TOTAL PERSONNEL SERVICES	173,785.00	173,785.00	0.00	163,699.62	13,718.10	10,085.38	94
12-451-310	SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	4,054.08	1,234.99	54.08	101
12-451-420	COMMUNICATIONS EXPENSE	1,500.00	1,500.00	0.00	1,395.82	102.17	104.18	93
12-451-421	XEROX USAGE EXPENSE	2,000.00	2,000.00	0.00	1,500.00	125.00	500.00	75
12-451-427	CONFERENCES/SEMINARS/DUES	1,000.00	1,000.00	0.00	983.35	216.25	16.65	98
12-451-429	TRAVEL EXPENSE	2,000.00	2,000.00	0.00	1,458.61	331.78	541.39	73
12-451-485	JUROR EXPENSE	1,000.00	1,250.00	0.00	1,088.00	48.00	162.00	87
12-451-499	TOTAL SERVICES & CHARGES	11,500.00	11,750.00	0.00	10,479.86	1,962.19	1,270.14	89
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	174,838.87	15,680.29	12,696.13	93
0452 JUSTICE OF THE PEACE #2								
12-452-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	44,112.00	3,676.00	0.00	100
12-452-108	SALARY, CLERKS	66,438.00	66,438.00	0.00	66,438.00	5,536.50	0.00	100
12-452-150	SOCIAL SECURITY TAX	8,457.00	8,457.00	0.00	6,909.48	571.20	1,547.52	82
12-452-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	31,533.94	2,746.54	333.94	101
12-452-152	RETIREMENT	14,593.00	14,593.00	0.00	14,592.72	1,216.06	0.28	100
12-452-199	TOTAL PERSONNEL SERVICE	164,800.00	164,800.00	0.00	163,586.14	13,746.30	1,213.86	99
12-452-310	SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	2,872.99	380.54	1,127.01	72
12-452-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	3,168.19	267.43	331.81	91
12-452-421	COPIER LEASE/USAGE EXPENSE	2,000.00	2,000.00	0.00	1,500.00	125.00	500.00	75
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	962.66	89.63	3,037.34	24
12-452-485	JUROR EXPENSE	1,000.00	1,000.00	0.00	348.00	12.00	652.00	35
12-452-499	TOTAL SERVICES & CHARGES	17,000.00	17,000.00	0.00	10,314.92	850.60	6,685.08	61
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	173,901.06	14,596.90	9,898.94	95
0453 JUSTICE OF THE PEACE #3								
12-453-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	44,112.00	3,676.00	0.00	100
12-453-108	SALARY, CLERKS	68,778.00	68,778.00	0.00	68,778.00	5,731.50	0.00	100
12-453-150	SOCIAL SECURITY TAX	8,636.00	8,636.00	0.00	8,599.92	716.66	36.08	100
12-453-151	GROUP MEDICAL INSURANCE	31,200.00	31,200.00	0.00	31,469.76	2,741.16	269.76	101
12-453-152	RETIREMENT	14,904.00	14,904.00	0.00	14,901.60	1,241.80	2.40	100
12-453-199	TOTAL PERSONNEL SERVICES	167,630.00	167,630.00	0.00	167,861.28	14,107.12	231.28	100
12-453-310	SUPPLIES/EQUIPMENT UNDER \$500	5,500.00	6,500.00	0.00	5,946.43	205.74	553.57	91
12-453-420	COMMUNICATIONS EXPENSE	2,000.00	1,000.00	0.00	793.98	61.41	206.02	79
12-453-421	XEROX USAGE EXPENSE	2,000.00	2,000.00	0.00	1,500.00	125.00	500.00	75
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	576.00	36.00	424.00	58
12-453-499	TOTAL SERVICES & CHARGES	13,000.00	13,000.00	0.00	9,316.41	356.15	3,683.59	72
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	179,970.02	14,463.27	3,659.98	98
0454 JUSTICE OF THE PEACE #4								
12-454-101	SALARY, JUSTICE OF PEACE	44,112.00	44,112.00	0.00	44,112.00	3,676.00	0.00	100
12-454-105	SALARY, PART-TIME CLERK	20,124.00	20,124.00	0.00	19,328.15	1,617.71	795.85	96
12-454-108	SALARY, CLERK	34,236.00	34,236.00	0.00	34,236.00	2,853.00	0.00	100
12-454-150	SOCIAL SECURITY TAX	7,533.00	7,533.00	0.00	7,505.54	626.26	27.46	100
12-454-151	GROUP MEDICAL INSURANCE	27,040.00	27,040.00	0.00	17,253.04	1,502.53	9,786.96	64
12-454-152	RETIREMENT	12,995.00	12,995.00	0.00	12,951.41	1,080.65	43.59	100

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 30, 2022

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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 - 12						
12-454-199	TOTAL PERSONNEL SERVICES	146,040.00	146,040.00	0.00	135,386.14	11,356.15	10,653.86	93
12-454-310	SUPPLIES/EQUIPMENT UNDER \$500	3,500.00	4,000.00	0.00	3,501.30	39.97	498.70	88
12-454-420	COMMUNICATIONS EXPENSE	3,250.00	2,750.00	0.00	2,485.28	210.44	264.72	90
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	3,289.04	284.38	210.96	94
12-454-460	OFFICE RENT	5,000.00	5,000.00	0.00	4,680.00	390.00	320.00	94
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	15,595.15	924.79	2,904.85	84
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	150,981.29	12,280.94	15,558.71	91
0475 COUNTY ATTORNEY								
12-475-102	SALARY, ASST CO ATTORNEY	146,298.00	146,298.00	0.00	146,298.00	12,191.50	0.00	100
12-475-103	SALARY, INVESTIGATOR	57,360.00	57,360.00	0.00	57,360.00	4,780.00	0.00	100
12-475-105	SALARY, LEGAL SECRETARIES (4)	147,460.00	147,460.00	0.00	110,139.27	9,626.77	37,320.73	75
12-475-109	SALARY, LONGEVITY	0.00	7,300.00	0.00	7,420.00	620.00	120.00	102
12-475-150	SOCIAL SECURITY TAX	26,860.00	26,860.00	0.00	24,449.65	2,072.03	2,410.35	91
12-475-151	GROUP MEDICAL INSURANCE	72,800.00	72,800.00	0.00	63,164.28	5,501.08	9,635.72	87
12-475-152	RETIREMENT	46,347.00	46,347.00	0.00	42,400.53	3,592.86	3,946.47	91
12-475-199	TOTAL PERSONNEL SERVICES	497,125.00	504,425.00	0.00	451,231.73	38,384.24	53,193.27	89
12-475-410	CO/DIST ATTY OFFICE EXPENSES	28,500.00	24,650.00	0.00	24,878.12	1,574.85	228.12	101
12-475-499	TOTAL SERVICES & CHARGES	28,500.00	24,650.00	0.00	24,878.12	1,574.85	228.12	101
12-475-532	EQUIPMENT	2,400.00	6,250.00	0.00	6,216.69	0.00	33.31	99
	COUNTY ATTORNEY	528,025.00	535,325.00	0.00	482,326.54	39,959.09	52,998.46	90
0495 COUNTY AUDITOR'S OFFICE								
12-495-102	SALARY, COUNTY AUDITOR	79,440.00	79,440.00	0.00	79,440.00	6,620.00	0.00	100
12-495-105	SALARY, ASSISTANTS	127,398.00	127,398.00	0.00	117,617.37	11,295.37	9,780.63	92
12-495-150	SOCIAL SECURITY TAXES	15,823.00	15,823.00	0.00	12,958.29	1,190.16	2,864.71	82
12-495-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	36,988.42	3,672.74	4,611.58	89
12-495-152	RETIREMENT	27,304.00	27,304.00	0.00	26,011.46	2,364.82	1,292.54	95
12-495-199	TOTAL PERSONNEL SERVICES	291,565.00	291,565.00	0.00	273,015.54	25,143.09	18,549.46	94
12-495-310	SUPPLIES/EQUIPMENT UNDER \$500	3,250.00	4,000.00	0.00	3,991.47	194.30	8.53	100
12-495-420	COMMUNICATIONS EXPENSE	1,100.00	850.00	0.00	795.15	63.60	54.85	94
12-495-421	XEROX COPIER USAGE/MAINT EXP	2,000.00	1,500.00	0.00	1,500.00	125.00	0.00	100
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	8,756.20	382.90	93.80	99
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	281,771.74	25,525.99	20,143.26	93
0497 COUNTY TREASURER								
12-497-101	SALARY, COUNTY TREASURER	59,400.00	59,400.00	0.00	59,400.00	4,950.00	0.00	100
12-497-150	SOCIAL SECURITY TAX	4,544.00	4,544.00	0.00	4,423.44	368.56	120.56	97
12-497-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,563.54	919.82	163.54	102
12-497-152	RETIREMENT	7,841.00	7,841.00	0.00	7,840.80	653.40	0.20	100
12-497-199	TOTAL PERSONNEL SERVICES	82,185.00	82,185.00	0.00	82,227.78	6,891.78	42.78	100
12-497-310	SUPPLIES/EQUIPMENT UNDER \$500	2,500.00	2,500.00	0.00	2,365.58	388.59	134.42	95
12-497-420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	177.84	15.80	822.16	18
12-497-427	CONFERENCE/SEMINARS/DUES	2,500.00	2,500.00	0.00	1,212.03	0.00	1,287.97	48
12-497-429	TRAVEL EXPENSE	500.00	500.00	0.00	464.16	464.16	35.84	93
12-497-499	TOTAL SERVICES & CHARGES	6,500.00	6,500.00	0.00	4,219.61	868.55	2,280.39	65
12-497-532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	1,083.58	1,083.58	83.58	108
	COUNTY TREASURER	89,685.00	89,685.00	0.00	87,530.97	8,843.91	2,154.03	98

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 9
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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 - 12						
0499 TAX ASSESSOR-COLLECTOR								
12-499-101	SALARY, TAX A/C	59,400.00	59,400.00	0.00	59,400.00	4,950.00	0.00	100
12-499-105	SALARY, DEPUTIES	148,266.00	148,266.00	0.00	142,919.73	11,245.23	5,346.27	96
12-499-150	SOCIAL SECURITY TAX	15,886.00	15,886.00	0.00	14,442.65	1,150.07	1,443.35	91
12-499-151	GROUP MEDICAL INSURANCE	52,000.00	52,000.00	0.00	51,279.61	4,578.92	720.39	99
12-499-152	RETIREMENT	27,413.00	27,413.00	0.00	26,706.10	2,137.77	706.90	97
12-499-199	TOTAL PERSONNEL SERVICES	302,965.00	302,965.00	0.00	294,748.09	24,061.99	8,216.91	97
12-499-310	SUPPLIES/EQUIPMENT UNDER \$500	4,250.00	4,250.00	0.00	3,089.65	142.61	1,160.35	73
12-499-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	862.89	68.95	1,637.11	35
12-499-421	XEROX COPIER USAGE	3,000.00	3,000.00	0.00	2,505.50	240.56	494.50	84
12-499-427	CONFERENCE/SEMINARS/DUES	2,000.00	4,750.00	0.00	4,528.26	320.00	221.74	95
12-499-499	TOTAL SERVICES & CHARGES	11,750.00	14,500.00	0.00	10,986.30	772.12	3,513.70	76
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	305,734.39	24,834.11	14,230.61	96
0510 COURTHOUSE BUILDING								
12-510-105	SALARY, JANITRESSES	53,360.00	53,360.00	0.00	44,903.74	4,321.00	8,456.26	84
12-510-107	SALARY, GROUNDS/MAINT	36,888.00	36,888.00	0.00	37,005.37	3,191.37	117.37	100
12-510-108	SALARY, MAINT DIRECTOR	43,596.00	43,596.00	0.00	44,258.96	4,295.96	662.96	102
12-510-115	SALARY, PART-TIME	16,640.00	16,640.00	0.00	13,252.49	768.50	3,387.51	80
12-510-150	SOCIAL SECURITY TAXES	11,512.00	11,512.00	0.00	10,613.58	958.38	898.42	92
12-510-151	GROUP MEDICAL INSURANCE	41,600.00	41,600.00	0.00	39,461.80	3,661.96	2,138.20	95
12-510-152	RETIREMENT	19,864.00	19,864.00	0.00	18,435.04	1,662.77	1,428.96	93
12-510-199	TOTAL PERSONNEL SERVICES	223,460.00	223,460.00	0.00	207,930.98	18,859.94	15,529.02	93
12-510-335	CLEANING SUPPLIES	20,000.00	20,000.00	0.00	8,526.02	707.82	11,473.98	43
12-510-355	REPAIR MATERIALS	10,000.00	10,000.00	0.00	5,456.11	639.49	4,543.89	55
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	8,926.08	267.06	6,073.92	60
12-510-399	TOTAL SUPPLIES	48,000.00	48,000.00	0.00	23,791.23	1,614.37	24,208.77	50
12-510-420	COMMUNICATIONS EXPENSE	1,750.00	1,750.00	0.00	240.00	20.00	1,510.00	14
12-510-440	UTILITIES	115,000.00	110,000.00	0.00	118,061.70	16,362.40	8,061.70	107
12-510-450	REPAIRS TO BLDGS	55,000.00	99,000.00	0.00	75,773.84	390.00	23,226.16	77
12-510-454	REPAIRS TO EQUIPMENT	40,000.00	55,000.00	0.00	48,775.30	659.60	6,224.70	89
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	20,148.34	3,058.43	148.34	101
12-510-495	PEST CONTROL	4,000.00	4,000.00	0.00	4,150.82	47.97	150.82	104
12-510-497	MISCELLANEOUS	5,000.00	5,000.00	0.00	1,505.20	71.94	3,494.80	30
12-510-499	TOTAL SERVICES & CHARGES	293,250.00	404,750.00	0.00	377,486.06	19,830.34	27,263.94	93
12-510-532	EQUIPMENT OVER \$500	10,000.00	10,000.00	0.00	3,020.16	614.94	6,979.84	30
	COURTHOUSE BUILDING	574,710.00	686,210.00	0.00	612,228.43	40,919.59	73,981.57	89
0515 PARKS & RECREATION DEPT								
12-515-440	UTILITIES	2,500.00	2,500.00	0.00	520.76	54.63	1,979.24	21
12-515-454	MAINTENANCE	2,500.00	2,500.00	0.00	1,263.71	248.17	1,236.29	51
	PARKS & RECREATION DEPT	5,000.00	5,000.00	0.00	1,784.47	302.80	3,215.53	36
0525 SEPTIC SYSTEM/FLOODPLAIN								
12-525-108	SALARY, COORDINATOR	28,104.00	28,104.00	0.00	27,653.80	2,342.00	450.20	98
12-525-150	SOCIAL SECURITY TAX	2,150.00	2,150.00	0.00	2,120.09	179.16	29.91	99
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	3,658.18	309.14	47.82	99
12-525-199	TOTAL PERSONNEL SERVICES	33,960.00	33,960.00	0.00	33,432.07	2,830.30	527.93	98
12-525-310	SUPPLIES/EQUIPMENT UNDER \$500	1,400.00	1,400.00	0.00	1,035.67	351.02	364.33	74
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	699.50	59.95	300.50	70
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

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 10
 TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 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 BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND								
EFFECTIVE MONTH - 12								
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	35,938.24	3,241.27	14,671.76	71
0530 EMERGENCY MANAGEMENT								
12-530-105	SALARY, ASST EMO COORDINATOR	20,244.00	20,244.00	0.00	20,244.00	1,687.00	0.00	100
12-530-108	SALARY, EMO COORDINATOR	47,250.00	47,250.00	0.00	40,359.38	3,937.50	6,890.62	85
12-530-150	SOCIAL SECURITY TAXES	5,163.00	5,163.00	0.00	4,052.23	385.67	1,110.77	78
12-530-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	8,071.15	628.99	2,328.85	78
12-530-152	RETIREMENT	8,903.00	8,903.00	0.00	7,999.70	742.44	903.30	90
12-530-199	TOTAL PERSONNEL SERVICES	91,960.00	91,960.00	0.00	80,726.46	7,381.60	11,233.54	88
12-530-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	16,800.00	0.00	7,937.88	52.00	8,862.12	47
12-530-420	COMMUNICATIONS EXPENSE	4,500.00	4,500.00	0.00	3,095.98	220.68	1,404.02	69
12-530-425	COVID-19 EXPENSES	0.00	0.00	0.00	2,758.74	250.86	2,758.74	
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	12,706.70	10,585.70	9,793.30	56
12-530-454	REPAIRS & MAINTENANCE TO EOC TRUCK	4,500.00	6,000.00	0.00	4,347.18	0.00	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	24,798.57	467.38	15,201.43	62
	EMERGENCY MANAGEMENT	194,710.00	202,510.00	0.00	142,116.51	18,958.22	60,393.49	70
0540 EMS DIRECTOR/AMBULANCE								
12-540-102	SALARY, EMS DIRECTOR	73,860.00	73,860.00	0.00	70,363.55	4,167.00	3,496.45	95
12-540-103	SALARY, ASST EMS DIRECTOR	20,964.00	20,964.00	0.00	19,244.75	2,217.50	1,719.25	92
12-540-105	SALARY, EMS MEMBERS	250,000.00	250,000.00	0.00	213,300.10	12,506.24	36,699.90	85
12-540-106	SALARY, FULL-TIME PARAMEDICS	676,640.00	688,540.00	0.00	700,690.56	85,157.91	12,150.56	102
12-540-107	SALARY, FLEET MAINTENANCE	47,484.00	47,484.00	0.00	48,407.26	4,032.00	923.26	102
12-540-108	SALARY, AMBULANCE ACCT	41,994.00	41,994.00	0.00	42,000.00	3,500.00	6.00	100
12-540-109	SALARY, TRANSFER INCENTIVE	0.00	10,000.00	0.00	4,900.00	3,000.00	5,100.00	49
12-540-110	SALARY, OVERTIME	413,816.00	517,416.00	0.00	514,577.83	47,136.94	2,838.17	99
12-540-111	SALARY - EXTRA JOBS	0.00	45,000.00	0.00	41,186.08	400.00	3,813.92	92
12-540-112	SALARY, HOLIDAY PAY	40,355.00	40,355.00	0.00	40,172.43	5,572.32	182.57	100
12-540-150	SOCIAL SECURITY TAX	119,731.00	120,911.00	0.00	127,015.05	12,659.50	6,104.05	105
12-540-151	GROUP MEDICAL INSURANCE	239,200.00	241,000.00	0.00	220,989.18	17,022.67	20,010.82	92
12-540-152	RETIREMENT	206,596.00	208,616.00	0.00	223,705.46	22,135.03	15,089.46	107
12-540-199	TOTAL PERSONNEL SERVICES	2,130,640.00	2,306,140.00	0.00	2,266,552.25	219,507.11	39,587.75	98
12-540-310	SUPPLIES/EQUIPMENT UNDER \$500	15,000.00	15,000.00	0.00	8,117.73	2,511.43	6,882.27	54
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	106,557.29	22,768.05	1,557.29	101
12-540-334	AMBULANCE SUPPLIES	100,000.00	100,000.00	0.00	86,522.29	8,445.44	13,477.71	87
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	4,070.92	303.32	179.08	96
12-540-420	COMMUNICATIONS EXPENSE	17,500.00	19,000.00	0.00	19,894.74	1,819.29	894.74	105
12-540-421	XEROX LEASE PAYMENT	2,000.00	2,000.00	0.00	1,800.00	150.00	200.00	90
12-540-425	COVID-19 EXPENSES	0.00	0.00	0.00	2,869.35	126.40	2,869.35	
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	86,272.25	2,818.62	7,727.75	92
12-540-457	MEDICAL WASTE SERVICES	1,500.00	2,000.00	0.00	1,624.07	103.95	375.13	81
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	10,213.80	4,692.28	1,786.20	85
12-540-497	MISCELLANEOUS/MATCHING GRANT FUNDS	5,000.00	1,250.00	0.00	1,012.78	0.00	237.22	81
12-540-499	TOTAL SERVICES & CHARGES	404,500.00	460,750.00	0.00	375,383.90	43,738.78	85,366.10	81
12-540-532	EQUIPMENT OVER \$500	30,000.00	140,000.00	0.00	124,430.40	52,362.06	15,569.60	89
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	0.00	221,912.37	63
	EMS DIRECTOR/AMBULANCE	2,795,140.00	3,501,890.00	0.00	3,139,454.18	315,607.95	362,435.82	90
0551 CONSTABLE, PCT #1								
12-551-101	SALARY, CONSTABLE PCT #1	20,664.00	20,664.00	0.00	20,664.00	1,722.00	0.00	100
12-551-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	1,600.35	138.91	19.35	101
12-551-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,471.58	912.20	71.58	101

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 30, 2022

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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 - 12	
12-551-152	RETIREMENT	2,725.00	2,725.00	0.00	2,763.83	240.50	38.83	101
12-551-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	35,499.76	3,013.61	129.76	100
12-551-420	COMMUNICATIONS EXPENSE	300.00	300.00	0.00	275.00	100.00	25.00	92
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	41,752.21	3,113.61	567.79	99
0552 CONSTABLE, PCT #2								
12-552-101	SALARY, CONSTABLE PCT #2	20,664.00	20,664.00	0.00	20,664.00	1,722.00	0.00	100
12-552-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	1,019.77	96.03	561.23	65
12-552-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,448.72	910.28	48.72	100
12-552-152	RETIREMENT	2,725.00	2,725.00	0.00	2,727.52	227.29	2.52	100
12-552-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	34,860.01	2,955.60	509.99	99
12-552-420	COMMUNICATIONS EXPENSE	600.00	600.00	0.00	522.08	0.00	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	2,344.61	2,344.61	2,655.39	47
12-552-497	MISCELLANEOUS	1,250.00	1,250.00	0.00	140.08	21.41	1,109.92	11
	CONSTABLE, PCT #2	42,820.00	42,820.00	0.00	37,926.78	5,321.62	4,893.22	89
0553 CONSTABLE, PCT #3								
12-553-101	SALARY, CONSTABLE PCT #3	20,664.00	20,664.00	0.00	20,664.00	1,722.00	0.00	100
12-553-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	1,603.73	154.67	22.73	101
12-553-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,444.46	910.28	44.46	100
12-553-152	RETIREMENT	2,725.00	2,725.00	0.00	2,767.17	266.89	42.17	102
12-553-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	35,479.36	3,053.84	109.36	100
12-553-420	CELL PHONE EXPENSE	300.00	300.00	0.00	300.00	300.00	0.00	100
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	861.97	761.97	338.03	72
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	36,726.33	4,115.81	1,993.67	95
0554 CONSTABLE, PCT #4								
12-554-101	SALARY, CONSTABLE PCT #4	20,664.00	20,664.00	0.00	20,664.00	1,722.00	0.00	100
12-554-150	SOCIAL SECURITY TAX	1,581.00	1,581.00	0.00	979.20	79.74	601.80	62
12-554-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,471.58	912.20	71.58	101
12-554-152	RETIREMENT	2,725.00	2,725.00	0.00	2,727.60	227.30	2.60	100
12-554-199	TOTAL PERSONNEL SERVICES	35,370.00	35,370.00	0.00	34,842.38	2,941.24	527.62	99
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	34,842.38	2,941.24	2,877.62	92
0555 911 RURAL ADDRESSING								
12-555-105	SALARY, 9-1-1 COORDINATOR	57,480.00	57,480.00	0.00	57,480.00	4,790.00	0.00	100
12-555-108	SALARY, ASST COORDINATOR	32,448.00	32,448.00	0.00	32,448.00	2,704.00	0.00	100
12-555-150	SOCIAL SECURITY TAXES	6,880.00	6,880.00	0.00	6,864.05	568.98	15.95	100
12-555-151	GROUP MEDICAL INSURANCE	20,800.00	20,800.00	0.00	21,044.44	1,833.10	244.44	101
12-555-152	RETIREMENT	7,587.00	11,887.00	0.00	11,870.40	989.20	16.60	100
12-555-199	TOTAL PERSONNEL SERVICES	125,195.00	129,495.00	0.00	129,706.89	10,885.28	211.89	100
12-555-310	SUPPLIES/EQUIP UNDER \$500	5,000.00	5,000.00	0.00	3,764.81	379.00	1,235.19	75
12-555-402	FLOODPLAIN CONSULTANT	10,000.00	10,000.00	0.00	4,550.00	0.00	5,450.00	46
12-555-420	COMMUNICATIONS EXPENSE	1,250.00	1,250.00	0.00	1,092.54	113.56	157.46	87
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
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 12	

	911 RURAL ADDRESSING	169,945.00	174,245.00	0.00	142,758.74	11,377.84	31,486.26	82
0560 COUNTY SHERIFF								

12-560-101	SALARY, SHERIFF	71,760.00	71,760.00	0.00	71,760.00	5,980.00	0.00	100
12-560-104	SALARY, DEPUTIES	1,120,925.00	1,120,925.00	0.00	979,773.84	86,014.23	141,151.16	87
12-560-105	SALARY, SECRETARY	45,204.00	45,204.00	0.00	46,415.18	5,700.30	1,211.18	103
12-560-106	SALARY, MH DEPUTY	0.00	33,000.00	0.00	33,292.50	4,527.00	292.50	101
12-560-112	SALARY, HOLIDAY PAY	34,000.00	60,000.00	0.00	61,210.12	6,737.12	1,210.12	102
12-560-115	SALARY, CERTIFICATE PAY	28,000.00	28,000.00	0.00	24,850.00	2,275.00	3,150.00	89
12-560-120	SALARY, DISPATCHERS	396,312.00	396,312.00	0.00	377,686.46	40,639.34	18,625.54	95
12-560-150	SOCIAL SECURITY TAX	129,759.00	129,759.00	0.00	116,545.54	11,131.15	13,213.46	90
12-560-151	GROUP MEDICAL INSURANCE	353,600.00	353,600.00	0.00	302,242.46	24,619.18	51,357.54	85
12-560-152	RETIREMENT	223,900.00	223,900.00	0.00	210,832.20	20,047.15	13,067.80	94

12-560-199	TOTAL PERSONNEL SERVICES	2,403,460.00	2,462,460.00	0.00	2,224,608.30	207,670.47	237,851.70	90

12-560-310	SUPPLIES/EQUIPMENT UNDER \$500	20,000.00	25,000.00	0.00	23,923.43	7,121.73	1,076.57	96
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	142,680.34	14,652.84	7,680.34	106
12-560-336	PHOTO/RIFLE/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	0.00	1,628.33	19
12-560-354	BATTERIES, TIRES & TUBES	15,000.00	15,000.00	0.00	10,166.30	2,376.76	4,833.70	68

12-560-399	TOTAL SUPPLIES	126,000.00	188,500.00	0.00	185,282.42	24,151.33	3,217.58	98

12-560-402	CONTRACT IT SERVICES	25,000.00	25,000.00	0.00	29,250.00	6,650.00	4,250.00	117
12-560-417	DRUG & ALCOHOL TESTING	500.00	1,000.00	0.00	823.00	0.00	177.00	82
12-560-420	COMMUNICATIONS EXPENSE	40,000.00	43,500.00	0.00	43,922.38	5,045.52	422.38	101
12-560-421	COPIER USAGE/MAINT EXPENSE	3,000.00	3,000.00	0.00	3,268.78	269.72	268.78	109
12-560-426	SCHOOLS FOR DEPUTIES/DISPATCHEERS	6,000.00	10,000.00	0.00	8,171.93	0.00	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	0.00	0.00	0.00	0.00	0.00	
12-560-438	MH TRANSPORTS	0.00	10,000.00	0.00	2,362.50	0.00	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	19,697.50	600.00	35,302.50	36
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	54,526.70	4,778.88	5,473.30	91
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	0.00	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	2,028.03	123.90	2,971.97	41
12-560-497	MISCELLANEOUS EXPENSE	12,500.00	12,500.00	0.00	8,277.63	590.00	4,222.37	66

12-560-499	TOTAL SERVICES & CHARGES	275,000.00	293,000.00	0.00	211,785.34	18,058.02	81,214.66	72

12-560-532	EQUIPMENT OVER \$500	40,000.00	160,000.00	0.00	186,023.10	28,759.89	26,023.10	116
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	508,189.20	28,759.89	22,189.20	105

	COUNTY SHERIFF	3,151,460.00	3,429,960.00	0.00	3,129,865.26	278,639.71	300,094.74	91
0565 OPERATION OF JAIL								

12-565-102	SALARY, JAIL ADMINISTRATOR	62,640.00	62,640.00	0.00	71,803.88	5,220.00	9,163.88	115
12-565-103	SALARY, JAILERS	875,988.00	875,988.00	0.00	754,923.81	72,090.47	121,064.19	86
12-565-107	SALARY, BAILIFFS	25,000.00	25,000.00	0.00	18,345.00	1,890.00	6,655.00	73
12-565-112	SALARY, HOLIDAY PAY	24,000.00	38,000.00	0.00	40,463.30	4,161.60	2,463.30	106
12-565-115	SALARY, CERTIFICATE PAY	8,500.00	8,500.00	0.00	7,300.00	500.00	1,200.00	86
12-565-150	SOCIAL SECURITY TAXES	76,204.00	76,204.00	0.00	66,938.02	6,289.29	9,265.98	88
12-565-151	GROUP MEDICAL INSURANCE	228,800.00	228,800.00	0.00	181,150.57	16,520.08	47,649.43	79
12-565-152	RETIREMENT	131,488.00	131,488.00	0.00	117,854.49	11,069.87	13,633.51	90

12-565-199	TOTAL PERSONNEL SERVICES	1,432,620.00	1,446,620.00	0.00	1,258,779.07	117,741.31	187,840.93	87

12-565-333	FOOD FOR PRISONERS	160,000.00	200,000.00	0.00	191,758.42	22,320.70	8,241.58	96
12-565-335	CLEANING SUPPLIES	6,000.00	12,500.00	0.00	10,736.63	439.63	1,763.37	86
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	7,218.25	1,072.30	781.75	90
12-565-340	JAIL SUPPLIES	15,000.00	20,000.00	0.00	17,237.00	8,429.27	2,763.00	86
12-565-395	MISCELLANEOUS SUPPLIES	1,500.00	1,500.00	0.00	1,861.05	468.53	361.05	124

12-565-399	TOTAL SUPPLIES	191,500.00	243,000.00	0.00	228,811.35	32,730.43	14,188.65	94

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
TIME:10:27 AM - EFFECTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 30, 2022

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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 - 12						
12-565-402	OUT-OF-COUNTY HOUSING INMATES	5,000.00	20,000.00	0.00	18,200.00	1,500.00	1,800.00	91
12-565-405	PRISONER MEDICAL/MEDICINE	175,000.00	240,000.00	0.00	237,836.42	14,698.39	2,163.58	99
12-565-417	REQUIRED TESTING & DRUG TESTING	3,000.00	4,500.00	0.00	4,595.00	244.00	95.00	102
12-565-421	COPIER LEASE	3,500.00	3,500.00	0.00	3,000.00	250.00	500.00	86
12-565-425	INMATE INDIGENT SUPPLIES	10,000.00	2,500.00	0.00	14.97	0.00	2,485.03	01
12-565-426	SCHOOLS FOR JAILERS	2,000.00	4,000.00	0.00	3,845.87	275.00	154.13	96
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	89,939.12	13,485.85	5,439.12	106
12-565-450	JAIL REPAIRS	100,000.00	90,000.00	0.00	84,858.91	18,181.91	5,141.09	94
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	843.12	61.94	656.88	56
12-565-494	GROUNDS MAINTENANCE	2,500.00	2,500.00	0.00	238.98	30.00	2,261.02	10
12-565-495	PEST CONTROL	1,000.00	1,000.00	0.00	720.00	60.00	280.00	72
12-565-496	JAILERS UNIFORMS	2,000.00	2,000.00	0.00	2,117.50	164.00	117.50	106
12-565-499	TOTAL SERVICES & CHARGES	445,500.00	489,000.00	0.00	474,424.22	48,951.09	14,575.78	97
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	2,183,620.00	0.00	1,965,290.39	199,422.83	218,329.61	90
0570 SUPERVISION & CORRECTIONS								
12-570-101	SALARY, JUVENILE JUDGES	11,600.00	11,600.00	0.00	11,600.00	965.86	0.00	100
12-570-150	SOCIAL SECURITY TAXES	888.00	888.00	0.00	885.76	73.74	2.24	100
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	1,531.59	127.55	1.59	100
12-570-199	TOTAL PERSONAL SERVICES	14,018.00	14,018.00	0.00	14,017.35	1,167.15	0.65	100
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	101,000.00	0.00	97,440.00	10,550.00	3,560.00	96
12-570-499	TOTAL SERVICES & CHARGES	157,052.00	233,052.00	0.00	229,492.00	10,550.00	3,560.00	98
	SUPERVISION & CORRECTIONS	171,070.00	247,070.00	0.00	243,509.35	11,717.15	3,560.65	99
0575 MENTAL HEALTH & ALCOHOL								
12-575-436	MENTAL SERVICES (TEKANA)	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	0.00	3,663.50	27
	MENTAL HEALTH & ALCOHOL	19,180.00	19,180.00	0.00	15,516.50	0.00	3,663.50	81
0580 VETERAN SERVICE OFFICER								
12-580-106	SALARY, VETERAN SVC OPC	18,552.00	18,552.00	0.00	16,081.96	1,445.04	2,470.04	87
12-580-150	SOCIAL SECURITY TAXES	1,419.00	1,419.00	0.00	1,230.33	110.55	188.67	87
12-580-152	RETIREMENT	2,449.00	2,449.00	0.00	2,122.90	190.75	326.10	87
12-580-199	TOTAL PERSONNEL SERVICES	22,420.00	22,420.00	0.00	19,435.19	1,746.34	2,984.81	87
12-580-310	OFFICE SUPPLIES	750.00	1,000.00	0.00	964.66	23.97	35.34	96
12-580-420	COMMUNICATIONS EXPENSE	1,000.00	750.00	0.00	629.57	7.43	120.43	84
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	21,282.82	1,777.74	3,637.18	85
0585 INFORMATION TECHNOLOGY								
12-585-102	SALARY, IT COORDINATOR	54,240.00	54,240.00	0.00	54,240.00	4,520.00	0.00	100
12-585-150	SOCIAL SECURITY TAXES	4,150.00	4,150.00	0.00	4,110.72	342.56	39.28	99
12-585-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,563.54	919.82	163.54	102
12-585-152	RETIREMENT	7,160.00	7,160.00	0.00	7,159.68	596.64	0.32	100
12-585-199	TOTAL PERSONNEL SERVICES	75,950.00	75,950.00	0.00	76,073.94	6,379.02	123.94	100
12-585-310	SUPPLIES/EQUIP UNDER \$500	4,000.00	3,750.00	0.00	2,565.56	79.99	1,184.44	68
12-585-420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	1,231.14	159.60	231.14	123
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	180,655.49	56,888.00	45,655.49	134
12-585-454	VEHICLE MAINTENANCE	0.00	750.00	0.00	653.20	0.00	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	287,419.90	63,506.61	29,969.90	112

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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 - 12						
0640 CONTRACT SERVICES								
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	140,000.00	0.00	137,975.20	22,742.50	2,024.80	99
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	FOSTER 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
CONTRACT SERVICES		169,880.00	209,880.00	0.00	197,205.20	22,742.50	12,674.80	94
0645 INDIGENT HEALTH CARE								
12-645-104	SALARY, IHC COORDINATOR	13,087.00	13,087.00	0.00	12,587.52	1,048.96	499.48	96
12-645-150	SOCIAL SECURITY TAX	1,001.00	1,001.00	0.00	963.02	80.26	37.98	96
12-645-151	GROUP MEDICAL INSURANCE	4,160.00	4,160.00	0.00	4,145.79	360.19	14.21	100
12-645-152	RETIREMENT	1,727.00	1,727.00	0.00	1,661.53	138.47	65.47	96
12-645-199	TOTAL PERSONNEL SERVICES	19,975.00	19,975.00	0.00	19,357.86	1,627.88	617.14	97
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	0.00	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	TOTAL SUPPLIES & CHARGES	2,250.00	2,250.00	0.00	993.32	0.00	1,256.68	44
12-645-452	SOFTWARE LICENSE	16,000.00	16,000.00	0.00	13,767.00	0.00	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	76,444.76	44.46	32,555.24	70
12-645-467	MEDICAL, IHC	85,000.00	85,000.00	0.00	7,262.88	528.83	77,737.12	09
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	TOTAL IHC SERVICES	350,000.00	350,000.00	0.00	104,744.82	573.29	245,255.18	30
12-645-532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
INDIGENT HEALTH CARE		373,225.00	373,225.00	0.00	125,096.00	2,201.17	248,129.00	34
0665 AGRI EXTENSION SERVICE								
12-665-102	SALARY, AG AGENT	18,768.00	18,768.00	0.00	18,768.00	1,564.00	0.00	100
12-665-103	SALARY, PCS AGENT	21,024.00	21,024.00	0.00	21,024.00	1,752.00	0.00	100
12-665-105	SALARY, AG SECRETARY	32,064.00	32,064.00	0.00	32,064.00	2,672.00	0.00	100
12-665-150	SOCIAL SECURITY TAXES	5,497.00	5,497.00	0.00	5,496.72	458.06	0.28	100
12-665-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,509.22	915.36	109.22	101
12-665-152	RETIREMENT	4,232.00	4,232.00	0.00	4,232.40	352.70	0.40	100
12-665-199	TOTAL PERSONAL SERVICES	91,985.00	91,985.00	0.00	92,094.34	7,714.12	109.34	100
12-665-310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	797.06	0.00	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	TOTAL SUPPLIES	6,300.00	7,200.00	0.00	2,743.57	0.00	4,456.43	38
12-665-420	COMMUNICATIONS EXPENSE	4,000.00	3,100.00	0.00	2,661.28	350.05	438.72	86
12-665-421	XEROX EXPENSE	8,000.00	8,000.00	0.00	6,969.48	477.77	1,030.52	87
12-665-427	CONVENTIONS/SEMINARS/DUES	2,000.00	4,000.00	0.00	3,167.17	656.18	832.83	79
12-665-429	TRAVEL ALLOWANCE	9,500.00	7,500.00	0.00	5,617.92	229.56	1,882.08	75
12-665-454	REPAIRS TO AGENT PICK-UP	1,250.00	4,750.00	0.00	4,689.50	0.00	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	TOTAL SERVICES & CHARGES	25,150.00	27,750.00	0.00	23,390.35	1,713.56	4,359.65	84
12-665-532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
AGRI EXTENSION SERVICE		125,435.00	128,935.00	0.00	118,228.26	9,427.68	10,706.74	92

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 15
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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 - 12						
0680 DEPT OF PUBLIC SAFETY								
12-680-105	SALARY, DPS SECRETARY	35,964.00	35,964.00	0.00	35,964.00	2,997.00	0.00	100
12-680-150	SOCIAL SECURITY TAXES	2,751.00	2,751.00	0.00	2,138.88	176.38	612.12	78
12-680-151	GROUP MEDICAL INSURANCE	10,400.00	10,400.00	0.00	10,518.82	916.16	118.82	101
12-680-152	RETIREMENT	4,745.00	4,745.00	0.00	4,747.20	395.60	2.20	100
12-680-199	TOTAL PERSONNEL SERVICES	53,860.00	53,860.00	0.00	53,368.90	4,485.14	491.10	99
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	2,296.37	205.19	203.63	92
	DEPT OF PUBLIC SAFETY	57,560.00	57,560.00	0.00	55,973.26	4,690.33	1,586.74	97
0695 MISCELLANEOUS								
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	3,702.47	201.50	2,097.53	64
12-695-108	SALARY, COUNTY AUDITOR REPLC	0.00	29,790.00	0.00	29,793.50	5,417.00	3.50	100
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	2,562.41	429.81	557.59	82
12-695-151	GROUP MEDICAL INSURANCE	0.00	1,910.00	0.00	1,839.68	919.84	70.32	96
12-695-152	RETIREMENT	5,370.00	5,370.00	0.00	3,932.73	715.04	1,437.27	73
12-695-160	UNEMPLOYMENT TAXES	15,000.00	15,000.00	0.00	8,328.51	955.64	6,671.49	56
12-695-199	TOTAL PERSONNEL SERVICES	64,290.00	95,990.00	0.00	50,159.30	8,638.83	45,830.70	52
12-695-311	POSTAGE & BOX RENT	30,000.00	30,000.00	0.00	30,152.92	3,169.94	152.92	101
12-695-331	COPIER SUPPLIES	8,500.00	8,500.00	0.00	7,886.47	214.92	613.53	93
12-695-399	TOTAL SUPPLIES	38,500.00	38,500.00	0.00	38,039.39	3,384.86	460.61	99
12-695-401	ACCOUNTING/AUDITING FEES	45,000.00	80,000.00	0.00	79,480.00	0.00	520.00	99
12-695-419	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	8,257.40	0.00	16,742.60	33
12-695-420	COMMUNICATIONS EXPENSE (DSL)	10,000.00	12,500.00	0.00	11,997.28	1,017.21	502.72	96
12-695-422	OUT-OF-COUNTY CITATIONS	500.00	500.00	0.00	275.00	0.00	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	248.97	19.63	2,751.03	08
12-695-431	PUBLISHING & SUBSCRIPTION	10,150.00	10,800.00	0.00	9,341.77	140.00	1,458.23	86
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	980.00	70.00	20.00	98
12-695-444	SAFETY/HEALTH & WELLNESS	3,500.00	3,500.00	0.00	1,527.85	1,500.00	1,972.15	44
12-695-454	VEHICLE MAINTENANCE(VAN&TRUCKS)	11,500.00	11,500.00	0.00	5,416.61	178.32	6,083.39	47
12-695-472	PRINTED CHECKS/FORMS	3,000.00	3,000.00	0.00	2,511.40	990.59	488.60	84
12-695-480	BONDS	5,000.00	5,000.00	0.00	9,361.24	5,921.45	4,361.24	187
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	141,440.05	9,837.20	38,859.95	78
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	0.00	0.00	100
	MISCELLANEOUS	417,440.00	406,790.00	0.00	321,638.74	21,860.89	85,151.26	79
	GENERAL FUND							
	INCOME TOTALS	14,354,200.00	15,470,200.00		15,530,129.87	551,115.73	59,929.87	100
	EXPENSE TOTALS	15,393,200.00	16,829,700.00	0.00	14,966,983.13	1,335,314.85	1,862,716.87	89

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0013 RECORDS PRESERVATION FUND		EFFECTIVE MONTH - 12						
0100 TOTAL REVENUES								
13-100-310	INTEREST INCOME	9,000.00	9,000.00		18,949.92	5,883.96	9,949.92+	211
13-100-436	RECORDS PRESERVATION FEES	55,000.00	55,000.00		72,230.37	11,685.34	17,230.37+	131
13-100-437	RECORDS ARCHIVE FEE-DIST CLERK	2,000.00	2,000.00		1,144.48	133.92	855.52	57
13-100-438	RECORDS ARCHIVE FEE-COUNTY CLERK	50,000.00	50,000.00		66,094.00	10,809.00	16,094.00+	132
TOTAL REVENUES		116,000.00	116,000.00	0.00	158,418.77	28,512.22	42,418.77+	137
0613 RECORDS PRESERVATION								
13-613-451	RECORDS PRESERVATION	120,000.00	120,000.00	0.00	118,285.85	73,640.71	1,714.15	99
13-613-532	EQUIPMENT & FURNITURE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
RECORDS PRESERVATION		125,000.00	125,000.00	0.00	118,285.85	73,640.71	6,714.15	95
RECORDS PRESERVATION FUND								
INCOME TOTALS		116,000.00	116,000.00		158,418.77	28,512.22	42,418.77+	137
EXPENSE TOTALS		125,000.00	125,000.00	0.00	118,285.85	73,640.71	6,714.15	95

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0014 AIRPORT FUND		EFFECTIVE MONTH - 12						
0100 TOTAL REVENUES								
14-100-310	INTEREST INCOME	500.00	500.00		2,413.18	797.62	1,913.18+	483
14-100-325	AIRPORT LEASES	17,500.00	17,500.00		17,700.00	225.00	200.00+	101
14-100-326	RENTAL INCOME - PHI	18,000.00	18,000.00		18,000.00	1,500.00	0.00	100
14-100-330	AIRPORT FUEL CHARGE	75,000.00	125,000.00		123,691.57	7,654.31	1,308.43	99
14-100-395	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	
14-100-602	GRANT - TxDOT	25,000.00	25,000.00		7,878.50	3,862.50	17,121.50	32
TOTAL REVENUES		136,000.00	186,000.00	0.00	169,683.25	14,039.43	16,316.75	91
0520 AIRPORT FUND EXPENDITURES								
14-520-330	AV GAS & JET A FUEL	60,000.00	110,000.00	0.00	117,111.67	10,113.25	7,111.67-	106
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	890.00	93.72	1,610.00	36
14-520-440	UTILITIES	3,000.00	3,000.00	0.00	2,783.02	407.88	216.98	93
14-520-494	MAINTENANCE	10,000.00	10,000.00	0.00	8,755.51	0.00	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
AIRPORT FUND EXPENDITURES		126,000.00	176,000.00	0.00	129,540.20	10,614.85	46,451.80	74
AIRPORT FUND								
INCOME TOTALS		136,000.00	186,000.00		169,683.25	14,039.43	16,316.75	91
EXPENSE TOTALS		126,000.00	176,000.00	0.00	129,540.20	10,614.85	46,459.80	74

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 20
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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: 0021 R&B PCT #1							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/CARRY-OVER								
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		11,514.76	2,467.16	2,695.76+	131
21-100-130	PENALTY & INTEREST(TAXES)	6,894.00	6,894.00		8,511.92	1,113.17	1,617.92+	123
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	68,075.00		71,272.08	5,842.66	3,197.08+	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	0.00	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	1,158,984.00	0.00	1,161,499.79	9,422.99	2,515.79+	100
21-100-310	INTEREST INCOME	24,366.00	40,366.00		41,492.30	11,709.10	1,126.30+	103
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	0.00	4,571.20	09
21-100-601	FED'L FUNDS-LATCP FUNDS	0.00	12,500.00		12,500.00	0.00	0.00	100
21-100-603	GRANT - STATE COMPTROLLER-TIP	0.00	78,000.00		78,187.30	0.00	187.30+	100
21-100-899	PCT #1 TOTAL REVENUES	30,616.00	137,116.00	0.00	132,608.40	11,709.10	4,507.60	97
	TOTAL REVENUES/CARRY-OVER	1,184,000.00	1,296,100.00	0.00	1,294,108.19	21,132.09	1,991.81	100
0621 R&B #1 TOTAL DISBURSEMENTS								
21-621-106	SALARY, PCT EMPLOYEES	369,360.00	369,360.00	0.00	319,642.46	26,744.00	49,717.54	87
21-621-150	SOCIAL SECURITY TAX	28,256.00	28,256.00	0.00	23,492.07	1,926.56	4,763.93	83
21-621-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	69,495.48	6,428.80	13,704.52	84
21-621-152	RETIREMENT	48,759.00	48,759.00	0.00	41,963.74	3,535.49	6,795.26	86
21-621-199	TOTAL PERSONNEL SERVICES	529,575.00	529,575.00	0.00	454,593.75	38,634.85	74,981.25	86
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	2,159.05	135.48	90.95	96
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	84,500.00	0.00	84,486.89	11,168.24	13.11	100
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	240,358.83	8,957.38	16,141.17	94
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	17,000.00	0.00	17,195.79	1,100.83	195.79-	101
21-621-355	REPAIR MATERIALS	45,000.00	48,500.00	0.00	43,935.06	6,887.36	4,564.94	91
21-621-356	HAND TOOLS & EQUIPMENT	2,000.00	2,250.00	0.00	2,047.41	88.41	202.59	91
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	0.00	133.75	73
21-621-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	2,649.58	291.94	850.42	76
21-621-440	UTILITIES	4,500.00	5,100.00	0.00	4,874.25	791.23	225.75	96
21-621-454	REPAIRS TO EQUIPMENT	34,000.00	48,500.00	0.00	40,913.49	1,238.46	7,586.51	84
21-621-456	MACHINE HIRE	2,500.00	0.00	0.00	0.00	0.00	0.00	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	3,373.98	355.35	1,126.02	75
21-621-497	MISCELLANEOUS	1,500.00	3,000.00	0.00	3,797.14	1,242.38	797.14-	127
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	0.00	3,615.00	93
21-621-929	TRANSFER TO GLO-OVER BUDGET	0.00	0.00	0.00	99,788.50	0.00	99,788.50-	
	R&B #1 TOTAL DISBURSEMENTS	1,184,000.00	1,296,100.00	0.00	1,253,271.15	70,891.91	42,828.85	97
	R&B PCT #1							
	INCOME TOTALS	1,184,000.00	1,296,100.00		1,294,108.19	21,132.09	1,991.81	100
	EXPENSE TOTALS	1,184,000.00	1,296,100.00	0.00	1,253,271.15	70,891.91	42,828.85	97

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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REPORTING FUND: 0022 R&B PCT #2		EFFECTIVE MONTH - 12						
0100 TOTAL REVENUES/CARRY-OVER								
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		11,631.27	2,492.44	2,720.27+	131
22-100-130	PENALTY & INTEREST(TAXES)	6,966.00	6,966.00		8,596.03	1,123.70	1,630.03+	123
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	68,825.00		72,013.80	5,903.47	3,188.80+	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	0.00	5,499.47	82
22-100-220	LATERAL ROAD REPUND 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	1,171,074.00	0.00	1,173,970.45	9,519.61	2,896.45+	100
22-100-310	INTEREST INCOME	14,172.00	24,172.00		29,297.97	8,290.72	5,125.97+	121
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-LATCF FUNDS	0.00	12,500.00		12,500.00	0.00	0.00	100
22-100-603	GRANT - STATE COMPTROLLER - TIP	0.00	2,000.00		1,987.80	0.00	12.20	99
22-100-899	PCT #2 TOTAL REVENUES	22,626.00	64,626.00	0.00	68,151.77	8,290.72	3,525.77+	105
TOTAL REVENUES/CARRY-OVER		1,188,000.00	1,235,700.00	0.00	1,242,122.22	17,810.33	6,422.22+	101
0622 PCT #2 TOTAL DISBURSEMENTS								
22-622-106	SALARY, PCT EMPLOYEES	335,796.00	335,796.00	0.00	282,601.82	25,458.74	53,194.18	84
22-622-150	SOCIAL SECURITY TAX	25,688.00	25,688.00	0.00	21,286.76	1,939.12	4,401.24	83
22-622-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	62,213.12	4,588.62	20,986.88	75
22-622-152	RETIREMENT	44,356.00	44,356.00	0.00	37,398.50	3,368.45	6,957.50	84
22-622-199	TOTAL PERSONNEL SERVICES	489,040.00	489,040.00	0.00	403,500.20	35,354.93	85,539.80	83
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	450.96	42.99	59.04	88
22-622-325	SHOP SUPPLIES	2,600.00	2,600.00	0.00	2,530.71	368.14	69.29	97
22-622-326	SAFETY/FIRST AID SUPPLIES	1,500.00	1,500.00	0.00	1,334.79	764.79	165.21	89
22-622-330	FUEL & LUBRICANTS	57,000.00	57,000.00	0.00	54,225.11	4,206.82	2,774.89	95
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	290,774.67	3,382.50	30,575.33	90
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	17,700.00	0.00	16,381.22	6,646.56	1,318.78	93
22-622-355	REPAIR MATERIALS	30,000.00	28,500.00	0.00	20,154.82	3,434.52	8,345.18	71
22-622-356	HAND TOOLS & EQUIPMENT	1,250.00	1,250.00	0.00	1,030.49	64.07	219.51	82
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	541.25	75.00	8.75	98
22-622-420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	2,635.77	326.57	864.23	75
22-622-440	UTILITIES	4,000.00	4,000.00	0.00	3,553.73	403.11	446.27	89
22-622-454	REPAIRS OF EQUIP/VEHICLES	55,000.00	55,000.00	0.00	39,831.52	6,373.54	15,168.48	72
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	4,875.33	532.26	124.67	98
22-622-497	MISCELLANEOUS	200.00	2,500.00	0.00	3,727.14	1,242.38	1,227.14	149
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	50,311.09	23,270.97	59,188.91	46
PCT #2 TOTAL DISBURSEMENTS		1,188,000.00	1,335,700.00	0.00	1,035,126.37	86,489.15	300,573.63	77
R&B PCT #2								
INCOME TOTALS		1,188,000.00	1,235,700.00		1,242,122.22	17,810.33	6,422.22+	101
EXPENSE TOTALS		1,188,000.00	1,335,700.00	0.00	1,035,126.37	86,489.15	300,573.63	77

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
TIME:10:27 AM - EFFCTIVE MONTH:12 - DECEMBER 1, 2022 THRU DECEMBER 30, 2022

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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	PERCENT PCT
REPORTING FUND: 0023 R&B PCT #3		EFFCTIVE MONTH - 12						
0100 TOTAL REVENUES/CARRY-OVER								
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		13,392.82	2,869.25	3,136.82+	131
23-100-130	PENALTY & INTEREST(TAXES)	8,017.00	8,017.00		9,905.26	1,295.20	1,888.26+	124
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	79,150.00		82,879.77	6,794.22	3,729.77+	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	0.00	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	1,347,568.00	0.00	1,350,979.67	10,958.67	3,411.67+	100
23-100-310	INTEREST INCOME	25,206.00	41,706.00		47,336.12	13,056.77	5,630.12+	113
23-100-321	ROW 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-LATCF FUNDS	0.00	12,500.00		12,500.00	0.00	0.00	100
23-100-603	GRANT - STATE COMPTROLLER - TIF	0.00	2,000.00		1,987.80	0.00	12.20	99
23-100-899	PCT #3 TOTAL REVENUES	28,932.00	59,932.00	0.00	64,428.92	13,056.77	4,496.92+	108
	TOTAL REVENUES/CARRY-OVER	1,370,000.00	1,407,500.00	0.00	1,415,408.59	24,015.44	7,908.59+	101
0623 R&B #3 TOTAL DISBURSEMENTS								
23-623-106	SALARY, PCT EMPLOYEES	367,850.00	367,850.00	0.00	352,189.23	31,019.79	15,660.77	96
23-623-150	SOCIAL SECURITY TAX	28,140.00	28,140.00	0.00	24,977.89	2,247.73	3,162.11	89
23-623-151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	82,629.04	5,617.02	570.96	99
23-623-152	RETIREMENT	48,560.00	48,560.00	0.00	46,594.46	4,157.96	1,965.54	96
23-623-199	TOTAL PERSONNEL SERVICES	527,750.00	527,750.00	0.00	506,390.62	43,042.50	21,359.38	96
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	2,431.47	447.61	568.53	81
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	82,879.95	8,802.91	2,620.05	97
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	264,500.00	0.00	266,574.89	34,838.44	2,074.89-	101
23-623-352	SIGNS	6,500.00	6,500.00	0.00	1,716.99	275.00	4,783.01	26
23-623-354	BATTERIES, TIRES & TUBES	13,500.00	13,500.00	0.00	9,076.43	3,019.14	4,423.57	67
23-623-355	REPAIR MATERIALS	35,000.00	32,000.00	0.00	24,546.40	5,282.13	7,453.60	77
23-623-356	HAND TOOLS & EQUIPMENT	1,500.00	2,500.00	0.00	1,914.45	184.92-	585.55	77
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	516.25	75.00	83.75	86
23-623-420	COMMUNICATIONS EXPENSE	3,750.00	3,750.00	0.00	2,273.85	657.41	1,476.15	61
23-623-440	UTILITIES	3,750.00	5,250.00	0.00	4,367.45	490.00	882.55	83
23-623-454	REPAIRS OF EQUIP/VEHICLES	70,000.00	22,000.00	0.00	7,950.11	43.50	14,049.89	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	15,692.88	530.85	807.12	95
23-623-497	MISCELLANEOUS	2,500.00	4,200.00	0.00	5,007.13	1,262.37	807.13-	119
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	1,507,500.00	0.00	1,434,362.50	98,581.94	73,137.50	95
	R&B PCT #3							
	INCOME TOTALS	1,370,000.00	1,407,500.00		1,415,408.59	24,015.44	7,908.59+	101
	EXPENSE TOTALS	1,370,000.00	1,507,500.00	0.00	1,434,362.50	98,581.94	73,137.50	95

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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 - 12						
0100 TOTAL REVENUES/CARRY-OVER								
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		9,534.31	2,043.74	2,229.31+	131
24-100-130	PENALTY & INTEREST(TAXES)	5,711.00	5,711.00		7,047.60	922.38	1,336.60+	123
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	56,450.00		59,036.85	4,839.65	2,586.85+	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	0.00	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	961,256.00	0.00	961,702.88	7,805.77	446.88+	100
24-100-310	INTEREST INCOME	29,409.00	44,409.00		51,069.19	14,933.57	6,660.19+	115
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	0.00	0.00	100
24-100-603	GRANT - STATE COMPTROLLER - TIF	0.00	78,000.00		78,187.28	0.00	187.28+	100
24-100-999	PCT #4 TOTAL REVENUES	32,944.00	149,444.00	0.00	155,373.80	14,933.57	5,929.80+	104
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	1,114,200.00	0.00	1,117,076.68	22,739.34	2,876.68+	100
0624 PCT #4 TOTAL DISBURSEMENTS								
24-624-106	SALARY, PCT EMPLOYEES	317,125.00	317,125.00	0.00	307,683.18	26,511.46	9,441.82	97
24-624-150	SOCIAL SECURITY TAX	24,265.00	24,265.00	0.00	22,556.19	1,958.36	1,708.81	93
24-624-151	GROUP MEDICAL INSURANCE	72,800.00	72,800.00	0.00	73,696.86	6,418.48	896.86-	101
24-624-152	RETIREMENT	41,860.00	41,860.00	0.00	40,614.22	3,499.51	1,245.78	97
24-624-199	TOTAL PERSONNEL SERVICES	456,050.00	456,050.00	0.00	444,550.45	38,387.81	11,499.55	97
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	2,421.08	270.58	3,578.92	40
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	98,021.21	6,283.65	12,978.79	88
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	87,213.39	3,148.78	87,786.61	50
24-624-352	SIGNS	3,000.00	5,700.00	0.00	5,228.38	855.90	471.62	92
24-624-354	BATTERIES, TIRES & TUBES	13,500.00	13,500.00	0.00	10,685.52	3,494.07	2,814.48	79
24-624-355	REPAIR MATERIALS	30,000.00	68,000.00	0.00	57,970.43	4,344.08	10,029.57	85
24-624-356	HAND TOOLS & EQUIPMENT	1,750.00	2,750.00	0.00	2,332.47	15.99	417.53	85
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	0.00	278.75	54
24-624-420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	2,089.79	262.08	410.21	84
24-624-429	TRAVEL EXPENSE	11,000.00	11,000.00	0.00	10,730.50	991.87	269.50	98
24-624-440	UTILITIES	3,500.00	5,000.00	0.00	4,916.04	981.82	83.96	98
24-624-454	REPAIRS OF EQUIP/VEHICLES	20,000.00	50,000.00	0.00	25,694.91	14.00	24,305.09	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	4,998.87	409.59	1,001.13	83
24-624-497	MISCELLANEOUS	1,000.00	8,000.00	0.00	8,396.41	1,242.38	396.41-	105
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	156,939.13	156,939.13	114,439.13-	369
24-624-929	TRANSFER TO GLO - OVER BUDGET	0.00	0.00	0.00	203,099.08	0.00	203,099.08-	
PCT #4 TOTAL DISBURSEMENTS		993,000.00	1,114,200.00	0.00	1,138,457.35	217,641.73	24,257.35-	102
R&B PCT #4								
INCOME TOTALS		993,000.00	1,114,200.00		1,117,076.68	22,739.34	2,876.68+	100
EXPENSE TOTALS		993,000.00	1,114,200.00	0.00	1,138,457.35	217,641.73	24,257.35-	102

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

January 9, 2023

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0029 HARVEY DISASTER RECOVERY PROG (GLO-							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES								
29-100-395	TRANSFER FROM LOCAL FUNDS	0.00	0.00		302,887.58	0.00	302,887.58+	
29-100-600	GRANT, GENERAL LAND OFFICE	0.00	0.00		907,232.00	0.00	907,232.00+	
	TOTAL REVENUES	0.00	0.00	0.00	1,210,119.58	0.00	1,210,119.58+	
0635 FLOOD & DRAINAGE EXPENSES								
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	0.00	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	
	FLOOD & DRAINAGE EXPENSES	0.00	0.00	0.00	1,210,119.58	0.00	1,210,119.58-	
	HARVEY DISASTER RECOVERY PROG (GLO-							
	INCOME TOTALS	0.00	0.00		1,210,119.58	0.00	1,210,119.58+	
	EXPENSE TOTALS	0.00	0.00	0.00	1,210,119.58	0.00	1,210,119.58-	

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0031 ELECTION SERVICES CONTRACT FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/CARRY-OVER								
31-100-310	INTEREST INCOME	0.00	0.00		555.12	151.79	555.12+	
31-100-325	SVCS CONTRACTS-GOVERNMENT ENTITIES	0.00	0.00		27,019.82	4,071.29	27,019.82+	
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+	
	TOTAL REVENUES/CARRY-OVER	0.00	0.00	0.00	32,709.92	4,223.08	32,709.92+	
0610 ELECTION SERVICES CONTRACT								
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	
	ELECTION SERVICES CONTRACT	0.00	0.00	0.00	33,752.22	0.00	33,752.22-	
	ELECTION SERVICES CONTRACT FUND							
	INCOME TOTALS	0.00	0.00		32,709.92	4,223.08	32,709.92+	
	EXPENSE TOTALS	0.00	0.00	0.00	33,752.22	0.00	33,752.22-	

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

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12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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REPORTING FUND: 0032 HAVA CARES ACT FUND		EFFECTIVE MONTH - 12						
0100 TOTAL REVENUES/CARRY-OVER								
32-100-310	INTEREST INCOME	0.00	0.00		1,052.68	104.17	1,052.68+	
32-100-594	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	17,052.68	104.17	17,052.68+	
0634 HAVA ELECTION SECURITY								
32-634-115	SALARY, PART-TIME	0.00	0.00	0.00	5,635.50	2,242.50	5,635.50-	
32-634-150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	431.12	171.55	431.12-	
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	37,348.25	17,158.99	37,348.25-	
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	120,734.87	19,573.04	120,734.87-	
HAVA CARES ACT FUND								
INCOME TOTALS		0.00	0.00		17,052.68	104.17	17,052.68+	
EXPENSE TOTALS		0.00	0.00	0.00	120,734.87	19,573.04	120,734.87-	

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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 LBOSE ACCOUNT		EFFECTIVE MONTH - 12						
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		413.46	205.83	413.46+	
45-100-443	LBOSE 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	27,498.79	205.83	27,498.79+	
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	160.50	160.50	160.50-	
CONSTABLE, PCT #2		0.00	0.00	0.00	160.50	160.50	160.50-	
0553 CONSTABLE, PCT #3								
45-553-427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	215.55	0.00	215.55-	
CONSTABLE, PCT #3		0.00	0.00	0.00	215.55	0.00	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-	
LBOSE ACCOUNT								
INCOME TOTALS		0.00	0.00		27,498.79	205.83	27,498.79+	
EXPENSE TOTALS		0.00	0.00	0.00	3,050.51	161.50	3,050.51-	

**MINUTES OF THE COLORADO COUNTY
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12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0050 SECURITY FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/CARRY-OVER								
50-100-310	INTEREST INCOME	300.00	300.00		882.93	456.41	582.93+	294
50-100-440	COURTHOUSE SECURITY FEES	10,500.00	10,500.00		15,974.49	2,548.79	5,474.49+	152
50-100-441	JP BUILDING SECURITY FEES	15,000.00	15,000.00		13,172.68	1,227.93	1,827.32	88
50-100-912	TRANSFER FROM GENERAL FUND	70,000.00	70,000.00		70,000.00	0.00	0.00	100
TOTAL REVENUES/CARRY-OVER		95,800.00	95,800.00	0.00	100,030.10	4,233.13	4,230.10+	104
0476 JP BLDG SECURITY EXPENDITURES								
50-476-101	SALARY, BALIFF/CONSTABLES	8,000.00	8,000.00	0.00	7,395.00	1,105.00	605.00	92
50-476-107	SALARY, BALIFF	2,000.00	2,000.00	0.00	2,568.75	0.00	568.75-	128
50-476-150	SOCIAL SECURITY TAXES	700.00	700.00	0.00	682.78	66.51	17.22	98
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	1,315.38	145.88	15.38-	101
50-476-199	TOTAL PERSONNEL SERVICES	12,000.00	12,000.00	0.00	11,961.91	1,317.39	38.09	100
50-476-497	MISCELLANEOUS	400.00	400.00	0.00	480.00	40.00	80.00-	120
JP BLDG SECURITY EXPENDITURES		12,400.00	12,400.00	0.00	12,441.91	1,357.39	41.91-	100
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	48,530.00	2,846.25	3,530.00-	108
50-477-150	SOCIAL SECURITY TAXES	4,700.00	4,700.00	0.00	3,806.04	207.96	893.96	81
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	6,798.24	375.77	1,401.76	83
50-477-199	TOTAL PERSONNEL SERVICES	77,900.00	77,900.00	0.00	62,105.53	3,429.98	15,794.47	80
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	67,885.57	3,429.98	15,514.43	81
SECURITY FUND								
INCOME TOTALS		95,800.00	95,800.00		100,030.10	4,233.13	4,230.10+	104
EXPENSE TOTALS		95,800.00	95,800.00	0.00	80,327.48	4,787.37	15,472.52	84

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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: 0055 LAW LIBRARY FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/TRANSFERS								
55-100-318	LIBRARY FEES	12,500.00	12,500.00		12,532.34	1,960.00	32.34+	100
TOTAL REVENUES/TRANSFERS		12,500.00	12,500.00	0.00	12,532.34	1,960.00	32.34+	100
0650 TOTAL LAW BOOKS PURCHASED								
55-650-423	LAW BOOKS	10,000.00	10,000.00	0.00	696.31	118.96	9,303.69	07
TOTAL LAW BOOKS PURCHASED		10,000.00	10,000.00	0.00	696.31	118.96	9,303.69	07
LAW LIBRARY FUND								
INCOME TOTALS		12,500.00	12,500.00		12,532.34	1,960.00	32.34+	100
EXPENSE TOTALS		10,000.00	10,000.00	0.00	696.31	118.96	9,303.69	07

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0060 JUSTICE COURT TECHNOLOGY FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES								
60-100-310	INTEREST INCOME	100.00	100.00		369.71	112.90	269.71+	370
60-100-450	TECHNOLOGY FEES - -	9,500.00	9,500.00		11,047.43	1,020.56	1,547.43+	116
	TOTAL REVENUES	9,600.00	9,600.00	0.00	11,417.14	1,133.46	1,817.14+	119
0615 JUSTICE COURT TECHNOLOGY EXPENSES								
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	---
	JUSTICE COURT TECHNOLOGY EXPENSES	14,600.00	14,600.00	0.00	8,060.00	0.00	6,540.00	55
	JUSTICE COURT TECHNOLOGY FUND							
	INCOME TOTALS	9,600.00	9,600.00	0.00	11,417.14	1,133.46	1,817.14+	119
	EXPENSE TOTALS	14,600.00	14,600.00	0.00	8,060.00	0.00	6,540.00	55

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 31
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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: 0062 CO & DIST COURT TECH FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES								
62-100-310	INTEREST INCOME	600.00	600.00		797.17	251.71	197.17+	133
62-100-403	TECHNOLOGY FEES - CO CRT	600.00	600.00		332.61	54.40	267.39	55
62-100-450	TECHNOLOGY FEES - DIST CRT-CIVIL	400.00	400.00		101.35	15.77	298.65	25
62-100-452	TECHNOLOGY FEES - DIST CRT-CR	3,000.00	3,000.00		466.04	60.62	2,533.96	16
	TOTAL REVENUES	4,600.00	4,600.00	0.00	1,697.17	382.50	2,902.83	37
0620 TOTAL DISBURSEMENTS								
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
	TOTAL DISBURSEMENTS	20,600.00	20,600.00	0.00	0.00	0.00	20,600.00	00
	CO & DIST COURT TECH FUND							
	INCOME TOTALS	4,600.00	4,600.00	0.00	1,697.17	382.50	2,902.83	37
	EXPENSE TOTALS	20,600.00	20,600.00	0.00	0.00	0.00	20,600.00	00

**MINUTES OF THE COLORADO COUNTY
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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 - 12	
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	0.00	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	0.00	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	0.00	1,027.00+	
EXPENSE TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS
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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 - 12	
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		3,808.72	977.53	3,808.72+	
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	3,808.72	977.53	3,808.72+	
0760 CAPITAL PROJECTS, SERIES 2012 CO'S								
70-760-450	REPAIRS TO COURTHOUSE	0.00	0.00	0.00	177,733.62	0.00	177,733.62-	
70-760-704	CRTHSE INT RBSTORATION/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	0.00	177,733.62-	
CAPITAL PROJECTS FUND								
INCOME TOTALS		0.00	0.00		3,808.72	977.53	3,808.72+	
EXPENSE TOTALS		0.00	0.00	0.00	177,733.62	0.00	177,733.62-	

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0075 INTEREST & SINKING FUND							EFFECTIVE MONTH - 12	
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		8,319.36	1,579.56	1,832.36+	128
75-100-130	PENALTY & INTEREST	7,000.00	7,000.00		6,953.19	899.29	46.81	99
75-100-310	INTEREST INCOME	7,496.00	7,496.00		9,277.05	973.77	1,781.05+	124
	TOTAL REVENUES	629,000.00	629,000.00	0.00	633,611.06	3,452.62	4,611.06+	101
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		633,611.06	3,452.62	4,611.06+	101
	EXPENSE TOTALS	625,800.00	625,800.00	0.00	626,897.79	0.00	1,097.79-	100

12-31-2022**BUDGET ANALYSIS USAGE REPORT ** INCOME & EXPENSE ACCOUNTS PAGE 35
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REPORTING FUND: 0080 HOT CHECK FUND							EFFECTIVE MONTH - 12	
0100 TOTAL REVENUES/TRANSFERS								
80-100-305	HOT CHECK COLLECTION FEES	0.00	0.00		170.00	0.00	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	0.00	170.00+	
0475 COUNTY ATTY-HOT CHK FUND								
80-475-497	MISCELLANEOUS	0.00	0.00	0.00	886.30	0.00	886.30-	
	COUNTY ATTY-HOT CHK FUND	0.00	0.00	0.00	886.30	0.00	886.30-	
	HOT CHECK FUND							
	INCOME TOTALS	0.00	0.00		170.00	0.00	170.00+	
	EXPENSE TOTALS	0.00	0.00	0.00	886.30	0.00	886.30-	

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

January 9, 2023

Section 3

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

January 9, 2023

12-30-2022 BALANCE SHEET PAGE 1
TIME: 08:28 PM PREPARER: 0004

Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

12-010-100 GENERAL FUND, CHECKING	8,772,395.48
12-010-110 GENERAL FUND, A/P CLEARING	0.00
12-010-000 GENERAL FUND, CASH IN BANK.....	8,772,395.48

TOTAL ASSETS -----8,772,395.48

***** LIABILITIES *****

12-200-110 TAXES COLLECTED IN ADVANC	1,656,497.14
12-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
12-200-215 INDUSTRIAL DEVELOPMENT CORP	14,775.08
12-200-302 DONATIONS - MH DEPUTY	115,062.46
12-200-320 SALES TAX PAYABLE	0.00
12-200-321 OVERSIZE PERMIT BONDS	50,000.00
12-200-324 JUROR DONATION - SENIOR CITIZEN PRO	0.00
12-200-325 JUROR DONATION - BOYS & GIRLS CLUB	0.00
12-200-417 STATE COMPTROLLER-DRUG COURT COSTS	0.00
12-200-418 STATE COMPTROLLER-EMS/TRAUMA FUND	0.00
12-200-419 STATE COMPTROLLER-CCC	0.00
12-200-420 STATE COMPTROLLER-STATE TRAFFIC	0.00
12-200-421 STATE ARREST FEES	0.00
12-200-422 STATE COMPTROLLER-JUDICIAL SUPPORT	0.00
12-200-423 STATE COMPTROLLER-JURY SVC REIMB	0.00
12-200-424 STATE COMPTROLLER-IND LEGAL SERVICE	0.00
12-200-425 STATE COMPTROLLER-CIVIL FILING FEES	0.00
12-200-426 STATE COMPTROLLER-NON-SUSPENSION FU	0.00
12-200-427 STATE COMPTROLLER-INDIGENT DEFENSE	0.00
12-200-428 STATE COMPTR-WARRANT FEES	0.00
12-200-429 STATE COMPTROLLER-MOVING VIOL	0.00
12-200-430 STATE COMPTROLLER-TX HOME VISITING	0.00
12-200-434 STATE COMPTROLLER-CHD SAFETY SEAT(0	0.00
12-200-435 HEALTH & HUMAN SVCS-CAR FEE	165.00
12-200-436 COUNTY DISPUTE RESOLUTION FEES	0.00
12-200-437 STATE COMPTROLLER-TIME PAYMENTS	0.00
12-200-438 STATE COMPTROLLER-CVC JUROR DONATIO	0.00
12-200-439 BIRTH CERTIFICATE FEES	0.00
12-200-442 LOCAL CRIME STOPPERS	0.00
12-200-443 STATE COMPTROLLER-CRIMINAL E-FILING	0.00
12-200-444 STATE COMPTROLLER-CIVIL E-FILING FE	0.00
12-200-447 STATE COMPTROLLER - DNA TESTING	0.00
12-200-448 STATE COMPTROLLER-TRUANCY PRFV	0.00
12-200-450 CIVIL JUDICIAL CRT TRAINING FEE	0.00
12-200-452 STATE COMPTROLLER-CONST CO CRT FEES	0.00
12-200-453 STATE COMPTROLLER-BAIL BOND FEES	0.00
12-200-467 STATE COMPTROLLER-MOTOR CARRIER WEI	0.00
12-200-470 STATE COMPTROLLER-MARRIAGE LICENSE	0.00
12-200-475 GHS-PRIVATE COLLECTIONS FEE	0.00
12-200-476 PERDUE-PRIVATE COLLECTIONS FEE	0.00
12-200-477 STATE COMPTROLLER-OMNI/FTA FEES	0.00
12-200-478 STATE COMPTROLLER-JSF/CO&DIST CRTS	0.00
12-200-999 FUND BALANCE	6,372,749.06
12-200-000 LIABILITY ACCOUNTS.....	8,209,248.74

NET INCOME -----563,146.74

TOTAL LIABILITIES-----8,772,395.48

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

January 9, 2023

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

13-010-100 RECORDS PRESERVATION,CKNG	746,098.08	
13-010-110 RECORDS PRESERVATION,CLR	0.00	
13-010-000 RECORDS PRESERVATION FUND.....		746,098.08

TOTAL ASSETS =====746,098.08

***** LIABILITIES *****

13-200-999 FUND BALANCE	705,965.16	
13-200-000 LIABILITY ACCOUNT.....		705,965.16

NET INCOME -----40,132.92

TOTAL LIABILITIES=====746,098.08

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

14-010-100 AIRPORT FUND, CHECKING	105,897.23	
14-010-110 AIRPORT FUND, CLEARING	0.00	
14-010-000 AIRPORT FUND.....		105,897.23

TOTAL ASSETS =====105,897.23

***** LIABILITIES *****

14-200-999 FUND BALANCE	65,754.18	
14-200-000 LIABILITIES ACCOUNT.....		65,754.18

NET INCOME -----40,143.05

TOTAL LIABILITIES=====105,897.23

**MINUTES OF THE COLORADO COUNTY
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 Colorado County Columbus, Texas 78934
 318 Spring St., Suite 104

***** ASSETS *****

21-010-100 R&B PCT #1, CHECKING	1,585,932.51	
21-010-110 R&B PCT #1, A/P CLEARING	0.00	
21-010-000 R&B PCT #1, CASH IN BANK.....		1,585,932.51

TOTAL ASSETS =====1,585,932.51

***** LIABILITIES *****

21-200-110 TAXES COLLECTED IN ADVANCE	162,953.99	
21-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00	
21-200-999 FUND BALANCE	1,382,141.48	
21-200-000 LIABILITY ACCOUNTS.....		1,545,095.47

NET INCOME -----40,837.04

TOTAL LIABILITIES=====1,585,932.51

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 Colorado County Columbus, Texas 78934
 318 Spring St., Suite 104

***** ASSETS *****

22-010-100 R&B PCT #2, CHECKING	1,130,818.89	
22-010-110 R&B PCT #2, A/P CLEARING	0.00	
22-010-000 R&B PCT #2, CASH IN BANK.....		1,130,818.89

TOTAL ASSETS =====1,130,818.89

***** LIABILITIES *****

22-200-110 TAXES COLLECTED IN ADVANCE	164,649.39	
22-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00	
22-200-999 FUND BALANCE	759,173.65	
22-200-000 LIABILITY ACCOUNTS.....		923,823.04

NET INCOME -----206,995.85

TOTAL LIABILITIES=====1,130,818.89

**MINUTES OF THE COLORADO COUNTY
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 Colorado County Columbus, Texas 78934
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***** ASSETS *****

23-010-100 R&B PCT #3, CHECKING	1,762,836.75
23-010-110 R&B PCT #3, A/P CLEARING	0.00
23-010-000 R&B PCT #3, CASH IN BANK.....	1,762,836.75

TOTAL ASSETS =====1,762,836.75

***** LIABILITIES *****

23-200-110 TAXES COLLECTED IN ADVANCE	189,493.52
23-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
23-200-999 FUND BALANCE	1,592,297.14
23-200-000 LIABILITY ACCOUNTS.....	1,781,790.66

NET INCOME -----18,953.91-

TOTAL LIABILITIES=====1,762,836.75

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 Colorado County Columbus, Texas 78934
 318 Spring St., Suite 104

***** ASSETS *****

24-010-100 R&B PCT #4, CHECKING	1,920,833.14
24-010-110 R&B PCT #4, A/P CLEARING	0.00
24-010-000 R&B PCT #4, CASH IN BANK.....	1,920,833.14

TOTAL ASSETS =====1,920,833.14

***** LIABILITIES *****

24-200-110 TAXES COLLECTED IN ADVANCE	134,979.90
24-200-120 PAYROLL TRANSFER CLEARING ACCT	0.00
24-200-999 FUND BALANCE	1,807,233.91
24-200-000 LIABILITY ACCOUNTS.....	1,942,213.81

NET INCOME -----21,380.67-

TOTAL LIABILITIES=====1,920,833.14

**MINUTES OF THE COLORADO COUNTY
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 318 Spring St., Suite 104

***** ASSETS *****

31-010-100 ELECTION SVCS CONTRACT FUND, CHECKI	21,932.68
31-010-110 ELECTION SVCS CONTRACT FUND, A/P CL	0.00
31-010-000 ELECTION SVCS CONTRACT FUND, CASH I.....	21,932.68

TOTAL ASSETS =====21,932.68

***** 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 -----1,042.30-

TOTAL LIABILITIES=====21,932.68

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 Colorado County Columbus, Texas 78934
 318 Spring St., Suite 104

***** ASSETS *****

32-010-100 HAVA CARES ACT FUND CHECKING	3,901.54
32-010-110 HAVA CARES ACT FUND CLEARING	0.00
32-010-000 HAVA CARES ACT, CASH IN BANK.....	3,901.54

TOTAL ASSETS =====3,901.54

***** 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 -----103,682.19-

TOTAL LIABILITIES=====3,901.54

**MINUTES OF THE COLORADO COUNTY
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***** ASSETS *****

45-010-100 LEOSE FUND, CHECKING	26,909.62	
45-010-110 LEOSE FUND, CLEARING ACCT	0.00	
45-010-000 LEOSE ACCOUNT.....		26,909.62

TOTAL ASSETS =====26,909.62

***** LIABILITIES *****

45-200-999 FUND BALANCE	2,461.34	
45-200-000 LIABILITY ACCOUNTS.....		2,461.34

NET INCOME -----24,448.28

TOTAL LIABILITIES=====26,909.62

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

50-010-100 SECURITY FUND, CHECKING	59,342.15	
50-010-110 SECURITY FUND, CLEARING	0.00	
50-010-000 SECURITY FUND, CASH IN BANK.....		59,342.15

TOTAL ASSETS) =====59,342.15

***** 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 -----19,702.62

TOTAL LIABILITIES=====59,342.15

**MINUTES OF THE COLORADO COUNTY
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318 Spring St., Suite 104

***** ASSETS *****

55-010-100 LAW LIBRARY, CHECKING	141,530.72	
55-010-110 LAW LIBRARY, A/P CLEARING	0.00	
55-010-000 LAW LIBRARY, CASH IN BANK.....		141,530.72

TOTAL ASSETS =====141,530.72

***** LIABILITIES *****

55-200-999 FUND BALANCE	129,694.69	
55-200-000 LIABILITY ACCOUNT.....		129,694.69

NET INCOME -----11,836.03

TOTAL LIABILITIES=====141,530.72

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

60-010-100 JUSTICE COURT TECHNOLOGY, CHECKING	15,313.19	
60-010-110 JUSTICE COURT TECHNOLOGY, CLEARING	0.00	
60-010-000 JUSTICE COURT TECH, CASH IN BANK.....		15,313.19

TOTAL ASSETS =====15,313.19

***** LIABILITIES *****

60-200-999 FUND BALANCE	11,956.05	
60-200-000 LIABILITY ACCOUNTS.....		11,956.05

NET INCOME -----3,357.14

TOTAL LIABILITIES=====15,313.19

**MINUTES OF THE COLORADO COUNTY
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318 Spring St., Suite 104

***** ASSETS *****

62-010-100 CO & DIST COURT TECH FUND, CKING	33,069.93	
62-010-110 CO & DIST COURT TECH FUND, CLRING	0.00	
62-010-000 CO & DIST COURT TECH FUND, CASH.....		33,069.93

TOTAL ASSETS =====33,069.93

***** LIABILITIES *****

62-200-999 FUND BALANCE	31,372.76	
62-200-000 LIABILITY ACCOUNTS.....		31,372.76

NET INCOME -----1,697.17

TOTAL LIABILITIES=====33,069.93

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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	
65-010-000 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
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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

70-010-100 CAPITAL PROJECTS FUND, CHECKING	977.53	
70-010-110 CAPITAL PROJECTS FUND, CLEARING	0.00	
70-010-200 CASH, INVESTMENTS	0.00	
70-010-000 CAPITAL PROJECTS FUND.....		977.53

TOTAL ASSETS =====977.53

***** 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 -----173,924.90-

TOTAL LIABILITIES=====977.53

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

75-010-100 INTEREST & SINKING, CKING	261,306.36	
75-010-110 INTEREST & SINKING, CLRNG	0.00	
75-010-000 INTEREST & SINKING, CASH.....		261,306.36

TOTAL ASSETS =====261,306.36

***** LIABILITIES *****

75-200-110 TAXES COLLECTED IN ADVANC	104,737.74	
75-200-999 FUND BALANCE	149,855.35	
75-200-000 LIABILITY ACCOUNTS.....		254,593.09

NET INCOME -----6,713.27

TOTAL LIABILITIES=====261,306.36

**MINUTES OF THE COLORADO COUNTY
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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	
80-010-000 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

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Colorado County Columbus, Texas 78934
318 Spring St., Suite 104

***** ASSETS *****

85-010-185 CO ATTY STATE SUPPLEMENT FUND,CKING	8,742.80	
85-010-000 CO ATTY STATE SUPPLEMNT,CASH IN BK.....		8,742.80

TOTAL ASSETS =====8,742.80

***** 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 -----783.10

TOTAL LIABILITIES=====8,742.80

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

Section 4

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

January 9, 2023

**COLORADO COUNTY, TEXAS
STATEMENT OF INDEBTEDNESS
CERTIFICATES OF OBLIGATION
AS OF DECEMBER 31, 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**

January 9, 2023

Section 5

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

January 9, 2023

**Review of Monthly Revenue Reports from County Officers
December 2022**

Date: December 31, 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 November 2022/December 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**

January 9, 2023

_37. County Investment Officer's Investment Report for December 2022.

Colorado County Treasurer Joyce Guthmann reported an interest rate of 4.68%.

Total interest earned for December was \$84,479.82.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

*COLORADO
COUNTY*

INVESTMENT REPORT

DECEMBER

2022

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

January 9, 2023

COLORADO COUNTY INDUSTRY STATE BANK CHECKING ACCOUNTS December 31, 2022 4.68%			
ACCOUNT		INTEREST EARNED	
COLORADO COUNTY	MAINTENANCE	63,763.92	
COLORADO COUNTY	PAYROLL	1,330.31	v
COLORADO COUNTY	SHERIFF'S ACCOUNT	0.11	*
KIMBERLY MENKE	COUNTY CLERK	110.47	*
VALERIE HARMON	DISTRICT CLERK	38.09	*
COUNTY ATTORNEY	TRUST ACCOUNT	3.01	*
ERICA KOLLAJA	TAX ASSESSOR/COLLECTOR	33.01	*
ERICA KOLLAJA	TAC, LICENSE ACCT	792.26	*
		\$ 2,307.26	
TOTAL EARNED INTEREST		\$ 66,071.18	
AMERICAN RESCUE PLAN	GENERAL	16,835.62	
COLORADO COUNTY	SHERIFF'S FORFEITURE ACCT.	197.27	
COUNTY ATTORNEY	SEIZURE FUND	189.87	
COUNTY ATTORNEY	FORFEITURE FUND	1,185.34	
TOTAL DECEMBER 2022 INTEREST EARNED		\$ 84,479.28	
*NOTE: INTEREST EARNED ON FEE OFFICE ACCOUNTS TRANSFERRED TO GENERAL FUND ON JANUARY 1, 2023		976.95	
		\$ 83,502.33	

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

January 9, 2023

COLORADO COUNTY INDUSTRY STATE BANK MAINTENANCE ACCOUNT		
December 31, 2022		
4.68%		
FUND TITLE	Book Balance of DECEMBER 31, 2022	Interest Earned
GENERAL FUND (INCLUDES HOT CHK, LAW LIBR, HIST COMM)	\$ 8,898,708.72	\$ 34,326.09
RECORDS PRESERVATION	\$ 743,233.58	\$ 2,864.50
AIRPORT FUND	\$ 105,490.66	\$ 406.57
R&B PCT #1	\$ 1,579,843.64	\$ 6,088.87
R&B PCT #2	\$ 1,126,477.33	\$ 4,341.56
R&B PCT #3	\$ 1,756,068.69	\$ 6,768.06
R&B PCT #4	\$ 1,913,458.48	\$ 7,374.66
ELECTIONS	\$ 21,848.47	\$ 84.21
HAVA CARES FUND	\$ 3,886.56	\$ 14.98
LEOSE FUND	\$ 26,806.31	\$ 103.31
SECURITY FUND	\$ 59,114.32	\$ 227.83
JUSTICE COURT TECHNOLOGY	\$ 15,254.40	\$ 58.79
CO & DIST COURT TECH FUND	\$ 32,942.96	\$ 126.97
INTEREST & SINKING	\$ 260,332.59	\$ 973.77
CAPITAL PROJECTS FUND	\$ 973.78	\$ 3.75
TOTAL INTEREST DISTRIBUTION	\$ 16,544,440.49	\$ 63,763.92

**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
JANUARY	\$ 20,642.80	\$ 12,513.05	\$ 15,850.35	\$ 13,439.43	\$ 39,370.96	\$ 11,469.10	\$ 76,251.58
FEBRUARY	\$ 26,435.77	13,672.18	\$ 20,006.63	\$ 13,173.74	\$ 36,180.24	\$ 11,697.74	\$ 116,770.03
MARCH	\$ 24,746.27	\$ 13,739.10	\$ 25,766.53	\$ 16,161.84	\$ 59,520.25	\$ 31,562.53	\$ 136,472.13
APRIL	\$ 18,138.05	\$ 10,075.34	\$ 11,544.80	\$ 19,400.34	\$ 43,899.82	\$ 13,574.38	\$ 97,282.50
MAY	\$ 23,145.85	\$ 15,219.69	\$ 12,810.59	\$ 14,555.84	\$ 35,713.68	\$ 10,215.50	\$ 79,060.86
JUNE	\$ 21,736.00	\$ 11,377.72	\$ 16,043.63	\$ 22,058.67	\$ 40,679.79	\$ 13,854.98	\$ 92,004.94
JULY	\$ 24,581.80	\$ 12,956.30	\$ 12,021.38	\$ 21,595.55	\$ 38,987.51	\$ 11,084.71	\$ 92,297.36
AUGUST	\$ 24,248.80	\$ 10,519.83	\$ 11,999.31	\$ 18,820.00	\$ 44,787.98	\$ 12,664.00	\$ 141,099.42
SEPTEMBER	\$ 22,743.45	\$ 12,596.58	\$ 10,521.70	\$ 18,251.34	\$ 45,522.95	\$ 15,834.48	\$ 121,162.20
OCTOBER	\$ 22,603.35	\$ 9,882.50	\$ 12,598.12	\$ 23,610.55	\$ 40,764.41	\$ 14,842.98	\$ 114,730.09
NOVEMBER	\$ 17,277.20	\$ 11,779.75	\$ 5,769.78	\$ 8,304.28	\$ 35,380.45	\$ 7,840.15	\$ 110,324.22
DECEMBER	\$ 16,632.30	\$ 11,481.45	\$ 11,181.69	\$ 14,661.05	\$ 38,756.37	\$ 15,580.50	\$ 122,758.31
TOTALS	\$ 262,931.64	\$ 145,813.49	\$ 166,114.51	\$ 204,032.63	\$ 499,564.41	\$ 170,221.05	\$ 1,300,213.64

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023

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

January 9, 2023

_38. Affidavit approving County Investment Officer's Report for December 2022.

Motion by Judge Prause to approve Affidavit approving County Investment Officer's Report for December 2022; 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

January 9, 2023

Commissioners Court
County of Colorado

AFFIDAVIT

Colorado County Investment Report

On this the 9th day of January, 2023 the Commissioners' Court of Colorado County, Texas considered the following affidavit:

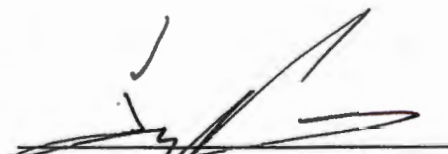
WHEREAS, the Public Funds Investment Act of Texas, Section 2256

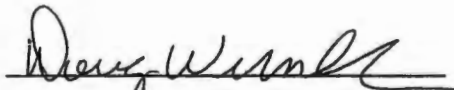
WHEREAS, the Colorado County Commissioners' Court has reviewed the monthly investment report and hereby support the objectives and strategies of the policy.

THEREFORE, that the Colorado County Investment Report is

Approved on this 9th day of January 2023.


Joyce Guthmann, County Treasurer

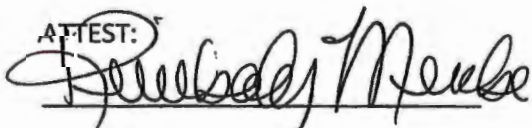

Ty Prause, Colorado County Judge

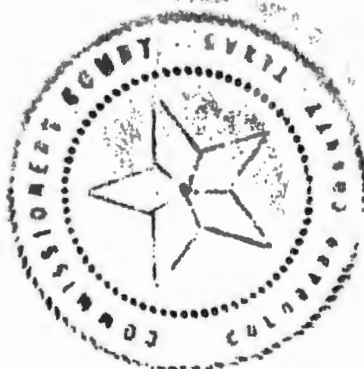

Doug Wessels, Commissioner, Pct. 1


Ryan Brandt, 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**

January 9, 2023

_39. County Investment Officer's Annual Investment Report.

Total interest earned for the year was \$552,992.67.

(See Attachment)

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

January 9, 2023

COLORADO COUNTY

**Annual Investment Report
January 1, 2022 – December 31, 2022**

Portfolio Summary for Maintenance Fund

This report is made in accordance with provisions of Government Code 22.56 (Section 2256.023), The Public Funds Investment Act. The investments held in the Colorado County portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

The County interest rates have remained the same from January to June due to the results of the financial contract agreement through Industry State Bank. The months of July to December interest showed a continuous increased regarding the FEDS interest rate hikes and the contract with ISB. The objective of the investment program where all funds are financially protected thru full faith and credit.

INVESTMENTS SUMMARY

INDUSTRY STATE BANK:

MAINTENANCE CHECKING ACCT	\$ 457,787.19
VARIOUS COUNTY OFFICIALS' CHECKING ACCTS	\$ 13,386.50
AMERICAN RESCUE PLAN	\$ 81,818.98
INTEREST EARNED FOR THE YEAR	\$ 552,992.67
Interest Rate – Industry State Bank (Jan-June)	1.31%
Interest Rate – Industry State Bank (July-Dec)	1.93% to 4.68%

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

January 9, 2023

MARKET REVIEW

At the beginning of the year, interest rates remained the same. Starting in July the FEDS started raising interest rates. The FEDS is anticipating the economy conditions are heading towards a turning point, which should produce a more favorable outcome.

The FEDS thinks there was a mild recession for the first few months. During the 3rd and 4th quarters interest rates began to raise each month.

During 2022, the FEDS are predicting the US economy will soften and turn into a mild turn down in the 2023 year. Equity becomes more balanced and positive direction in the economy to come.

COLLATERAL ADEQUACY

As of December 31, 2022 the County had cash on hand in Industry State Bank totaling \$22,848,935.03. Industry State Bank had adequate collateral for the period ending December 31, 2022, at par totaling \$42,257,878.54.

Submitted to Commissioners Court of Colorado County: January 9th, 2023

Prepared and Submitted by:



Joyce Guthmann, County Treasurer, CIO

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

January 9, 2023



Industry State Bank

Traditional Banking that's here to stay!

16886 Fordtran Blvd, Industry, Texas 78944 | (979) 357-4437

January 5, 2023

Colorado County

To whom it may concern:

Attached is Pledge Report for month ending 12/31/2022. It includes a listing of bonds pledged to your entity that are held in safekeeping at TIB.

Our records indicate your total deposit balance at month-end is \$25220579.00

Current rate on NOW accounts is 4.158%

**Sincerely,
Nanette Curlee
Assistant Cashier
Bookkeeping/Investment Dept.**

Reportfolio

Industry State Bank, Industry, TX
Published: 12/29/2022 3:45:55 PM

Management Report
Pledged To: COLORADO COUNTY, TX

Section V-C
Date: 31-Dec-22
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Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
TIB	3617G1GG7	GNMA II Pool #BE6499	BE6499		\$600,000.00	\$600,000.00	\$266,488.36	\$274,670.03	\$253,326.50
	484768201801240	1/20/2048	3.500		100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	3617G1TY4	GNMA II Pool #BE6867	BE6867		\$714,052.00	\$714,052.00	\$341,930.02	\$348,587.72	\$326,751.75
	485913201802141	2/20/2048	3.500		100.00%				
THE INDEPENDENT BANKERS AFS									
<u>2 MBS - Fixed Rate</u>						<u>\$1,314,052.00</u>	<u>\$608,418.38</u>	<u>\$623,257.75</u>	<u>\$580,078.25</u>
TIB	282783FX2	EL CAMPO TX INDEP SCH DIST		NA	\$375,000.00	\$375,000.00	\$375,000.00	\$372,252.85	\$371,850.00
	360309201406261	2/15/2029	3.000	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	406342AP0	HALLSVILLE TX		NA	\$315,000.00	\$315,000.00	\$315,000.00	\$315,209.03	\$315,434.70
	351687201403251	8/15/2029	3.375	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	479014BK7	JOHNSON CNTY TX SPL UTILITY DI		NA	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$353,772.00
	389730201504130	8/15/2030	3.000	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	897062GM1	TROPHY CLUB TX		NA	\$285,000.00	\$285,000.00	\$285,000.00	\$286,819.83	\$286,120.05
	353655201404170	9/1/2030	3.500	AA+	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	129006GJ5	CALDWELL CNTY TX		NA	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,026.40
	352897201404090	2/1/2031	3.625	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	440752BM4	HORSESHOE BAY TX		NA	\$430,000.00	\$430,000.00	\$430,000.00	\$430,022.62	\$426,869.60
	359912201406240	2/15/2031	3.250	AA+	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	121392DN1	BURLESON CNTY TX		NA	\$240,000.00	\$240,000.00	\$240,000.00	\$240,992.60	\$240,506.40
	363131201408110	8/15/2031	3.500	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	076465D26	BEDFORD TX		NA	\$415,000.00	\$415,000.00	\$415,000.00	\$397,196.86	\$387,373.45
	379554201501140	2/1/2032	2.750	AA	100.00%				
THE INDEPENDENT BANKERS AFS									

** If no data is shown, then there are no pledges for the current period.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023

Reportfolio

Industry State Bank, Industry, TX
Published: 12/29/2022 3:45:55 PM

Management Report
Pledged To: COLORADO COUNTY, TX

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Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
TIB	831580BD6 363297201408121	SLOCUM TX INDEP SCH DIST 2/15/2032	3.750	NA AAA	\$245,000.00 100.00%	\$245,000.00	\$245,000.00	\$246,055.84	\$245,431.20
THE INDEPENDENT BANKERS AFS									
TIB	079635EU8 366467201409101	BELLMEAD TX 3/1/2032	3.500	NA AA-	\$110,000.00 100.00%	\$110,000.00	\$110,000.00	\$110,163.69	\$110,135.30
THE INDEPENDENT BANKERS AFS									
TIB	728857KL6 368824201410071	PLEASANTON TX 2/1/2033	3.750	NA AA-	\$200,000.00 100.00%	\$200,000.00	\$200,000.00	\$200,057.71	\$200,048.00
THE INDEPENDENT BANKERS AFS									
TIB	079635EV6 366475201409101	BELLMEAD TX 3/1/2033	3.750	NA AA-	\$115,000.00 100.00%	\$115,000.00	\$115,000.00	\$115,340.70	\$115,358.80
THE INDEPENDENT BANKERS AFS									
TIB	481051DF4 381354201501270	JOSHUA TX 8/1/2033	2.750	NA A+	\$255,000.00 100.00%	\$255,000.00	\$255,000.00	\$247,711.55	\$228,829.35
THE INDEPENDENT BANKERS AFS									
TIB	311893BV2 405767201509091	FATE TX 2/15/2034	4.000	NA AA	\$265,000.00 100.00%	\$265,000.00	\$265,000.00	\$269,107.15	\$269,714.35
THE INDEPENDENT BANKERS AFS									
TIB	337783AU8 383212201502180	FISHER CNTY TX 2/15/2034	3.125	NA AA	\$455,000.00 100.00%	\$455,000.00	\$455,000.00	\$452,170.56	\$427,008.40
THE INDEPENDENT BANKERS AFS									
TIB	282749PY0 403375201508121	EL CAMPO TX 2/1/2035	3.500	NA AA-	\$365,000.00 100.00%	\$365,000.00	\$365,000.00	\$365,340.16	\$358,674.55
THE INDEPENDENT BANKERS AFS									
TIB	282749QT0 407199201509241	EL CAMPO TX 2/1/2035	3.500	NA AA-	\$550,000.00 100.00%	\$550,000.00	\$550,000.00	\$551,031.48	\$540,468.50
THE INDEPENDENT BANKERS AFS									
TIB	765378KE3 328408201307121	RICHMOND TX 3/1/2035	4.250	NA AA	\$120,000.00 100.00%	\$120,000.00	\$120,000.00	\$119,524.58	\$120,026.40
THE INDEPENDENT BANKERS AFS									

** If no data is shown, then there are no pledges for the current period.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023

Reportfolio

Industry State Bank, Industry, TX
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Management Report
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Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
TIB	576505CP4	MATAGORDA CNTY TX		NA	\$255,000.00	\$255,000.00	\$255,000.00	\$255,532.13	\$250,226.40
	407217201509241	3/15/2035	3.500	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	88278PA53	TEXAS ST UNIV SYS FING REVENUE		Aa2	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,113,223.98	\$1,029,490.00
	553482202005131	3/15/2035	4.000		100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	956211DP8	WEST TX		A3	\$270,000.00	\$270,000.00	\$270,000.00	\$267,647.10	\$263,790.00
	408355201510081	4/1/2035	3.550	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	217597YW7	COPPERAS COVE TX		NA	\$400,000.00	\$400,000.00	\$400,000.00	\$400,833.87	\$390,612.00
	404553201508241	8/15/2035	3.500	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	376478JZ7	GLADEWATER TX		NA	\$330,000.00	\$330,000.00	\$330,000.00	\$330,228.14	\$309,599.40
	387031201503230	8/15/2035	3.250	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	732394BC4	PONDER TX		NA	\$370,000.00	\$370,000.00	\$370,000.00	\$370,512.65	\$354,841.10
	405907201509101	8/15/2035	3.500	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	947440XF5	WEBB CNTY TX		NA	\$290,000.00	\$290,000.00	\$290,000.00	\$300,358.41	\$294,120.90
	446945201610131	2/15/2036	4.000	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	34682HRF5	FORT BEND TX MUNI UTILITY DIST			\$500,000.00	\$500,000.00	\$500,000.00	\$502,117.35	\$445,400.00
	528221201909250	12/1/2036	3.000	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	34683LHR0	FORT BEND CNTY TX MUNI UTIL DI		A2	\$540,000.00	\$540,000.00	\$540,000.00	\$533,226.09	\$442,956.60
	523763201908121	9/1/2037	2.750	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	733505SH5	PORT ARTHUR TX INDEP SCH DIST		A2	\$500,000.00	\$500,000.00	\$500,000.00	\$516,407.37	\$496,430.00
	448822201611081	2/15/2038	4.000	NA	100.00%				
THE INDEPENDENT BANKERS AFS									

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MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023

Reportfolio

Industry State Bank, Industry, TX
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Management Report
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Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
TIB	24880ALZ3	DENTON CNTY TX FRESH WTR SPLYD			\$870,000.00	\$870,000.00	\$870,000.00	\$853,454.51	\$765,095.40
	484409201801220	9/1/2038	3.250	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	621645KP4	MOUNT HOUSTON ROAD TX MUNI UTI		A1	\$540,000.00	\$540,000.00	\$540,000.00	\$539,308.98	\$455,214.60
	523818201908121	3/1/2040	3.000	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	067626JS1	BARKER CYPRESS TX MUNI UTILITY			\$920,000.00	\$920,000.00	\$920,000.00	\$906,719.19	\$891,774.40
	503427201811160	4/1/2040	3.875	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	559675CV3	MAGNOLIA POINTE MUNI UTILITY D			\$1,515,000.00	\$1,515,000.00	\$1,515,000.00	\$1,486,123.41	\$1,041,471.60
	627724202109151	9/1/2042	2.375	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	882854B50	TEXAS ST WTR DEV BRD			\$500,000.00	\$500,000.00	\$500,000.00	\$541,832.59	\$533,240.00
	507895201901111	10/15/2042	5.000	AAA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	283770MF9	EL PASO TX INDEP SCH DIST		Aaa	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,089,350.60	\$1,964,440.00
	514550201904120	8/15/2043	4.000		100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	486188HK4	KAUFMAN CNTY TX			\$1,250,000.00	\$1,250,000.00	\$1,250,000.00	\$1,351,010.85	\$1,216,475.00
	553469202005130	2/15/2045	4.000	AA-	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	70259MAZ5	PASEO DEL ESTE TX MUNI UTILITY		NR	\$3,505,000.00	\$3,505,000.00	\$3,505,000.00	\$3,447,208.39	\$2,333,944.45
	661766202203161	8/15/2046	3.000	NR	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	41428THD9	HARRIS CNTY TX MUNI UTILITY DI		A1	\$1,330,000.00	\$1,330,000.00	\$1,330,000.00	\$1,289,360.79	\$843,565.80
	634198202110191	9/1/2046	2.375	AA	100.00%				
THE INDEPENDENT BANKERS AFS									
TIB	61370WHD8	MONTGOMERY CNTY TX MUNI UTILIT		A1	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,462,457.22	\$973,125.00
	561424202006241	9/1/2046	2.375	AA	100.00%				
THE INDEPENDENT BANKERS AFS									

** If no data is shown, then there are no pledges for the current period.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023

Reportfolio

Industry State Bank, Industry, TX
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Management Report
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Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
TIB	61771KGA6 627215202109131	MORNINGSTAR RANCH MUNI UTIL DI 9/1/2046	2.500	Baa1 AA	\$615,000.00 100.00%	\$615,000.00	\$615,000.00	\$611,764.91	\$409,842.15
THE INDEPENDENT BANKERS AFS									
TIB	643161NC2 634204202110191	NEW CANEY TX MUNI UTILITY DIST 4/1/2047	2.500	A1 AA	\$3,650,000.00 100.00%	\$3,650,000.00	\$3,650,000.00	\$3,617,544.13	\$2,398,488.00
THE INDEPENDENT BANKERS AFS									
TIB	517039VV2 538362201912261	LAREDO TX WTRWKS SWR SYS REVEN 3/1/2049	4.000	Aa3 AA-	\$975,000.00 100.00%	\$975,000.00	\$975,000.00	\$1,036,217.91	\$914,082.00
THE INDEPENDENT BANKERS AFS									
TIB	517039VV2 540646202001221	LAREDO TX WTRWKS SWR SYS REVEN 3/1/2049	4.000	Aa3 AA-	\$1,800,000.00 100.00%	\$1,800,000.00	\$1,800,000.00	\$1,924,574.36	\$1,687,536.00
THE INDEPENDENT BANKERS AFS									
TIB	54811BUA7 539556202001141	LOWER COLORADO RIVER TX AUTH T 5/15/2049	4.000	A	\$2,000,000.00 100.00%	\$2,000,000.00	\$2,000,000.00	\$2,146,662.20	\$1,804,300.00
THE INDEPENDENT BANKERS AFS									
TIB	366133PW0 557859202006120	GARLAND TX ELEC UTILITY SYS RE 3/1/2050	4.000	A1	\$1,875,000.00 100.00%	\$1,875,000.00	\$1,875,000.00	\$2,111,476.93	\$1,709,850.00
THE INDEPENDENT BANKERS AFS									
TIB	41423PCB1 589570202101200	HARRIS CNTY TX TOLL ROAD REVEN 8/15/2050	4.000	Aa2	\$2,000,000.00 100.00%	\$2,000,000.00	\$2,000,000.00	\$2,330,124.80	\$1,873,860.00
THE INDEPENDENT BANKERS AFS									
TIB	97001LKP2 585196202012131	WILLIAMSON CNTY TX MUNI UTILIT 8/15/2050	2.500	A1 AA	\$2,475,000.00 100.00%	\$2,475,000.00	\$2,475,000.00	\$2,474,968.34	\$1,574,694.00
THE INDEPENDENT BANKERS AFS									
TIB	952267DC3 627733202109151	WEST COLUMBIA TX 9/1/2050	2.250	AA	\$2,455,000.00 100.00%	\$2,455,000.00	\$2,455,000.00	\$2,358,134.97	\$1,525,757.95
THE INDEPENDENT BANKERS AFS									
TIB	155498LX4 606463202104201	CENTRL TX REGL MOBILITY AUTH R 1/1/2051	4.000	A3 A-	\$250,000.00 100.00%	\$250,000.00	\$250,000.00	\$277,241.41	\$223,422.50
THE INDEPENDENT BANKERS AFS									
<u>48 Muni Tax Exempt - Fixed Rate</u>						<u>\$41,690,000.00</u>	<u>\$41,690,000.00</u>	<u>\$42,634,620.79</u>	<u>\$34,525,292.70</u>

** If no data is shown, then there are no pledges for the current period.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 January 9, 2023

Reportfolio

Industry State Bank, Industry, TX
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Management Report
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Safekeeping

Code	Cusip	Description	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged		
Location	Trans#	Maturity	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value		
		FAS 115									
Total Pledged						50	To: COTX COLORADO COUNTY, TX	\$43,004,052.00	\$42,298,418.38	\$43,257,878.54	\$35,105,370.95
		\$0.00			Munis with Maturity Under 2 Years	\$0.00			Other securities with Stated Maturity Under 2 Years		
		\$41,690,000.00			Munis with Maturity Over 2 Years	\$608,418.38			Other securities with Stated Maturity Over 2 Years		

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

January 9, 2023

** If no data is shown, then there are no pledges for the current period.

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

January 9, 2023

_40. County Treasurer's Monthly Report for December 2022.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

January 9, 2023

*COLORADO
COUNTY*

TREASURER'S REPORT

DECEMBER

2022

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

January 9, 2023

COLORADO COUNTY TREASURER'S RECONCILIATION REPORT DECEMBER 31, 2022								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 8,772,395.48	\$ 201,293.74	\$ -		\$ -	\$ -	\$ 8,973,689.22
13-010-100	RECORDS PRESERVATION	\$ 746,098.08	\$ -				\$ -	\$ 746,098.08
14-010-100	AIRPORT FUND	\$ 105,897.23	\$ 10,409.16				\$ -	\$ 116,306.39
21-010-100	R & B - PCT. #1	\$ 1,585,932.51	\$ 16,507.83				\$ -	\$ 1,602,440.34
22-010-100	R & B - PCT. #2	\$ 1,130,818.89	\$ 27,584.09				\$ -	\$ 1,158,402.98
23-010-100	R & B - PCT. #3	\$ 1,762,836.75	\$ 30,074.11				\$ -	\$ 1,792,910.86
24-010-100	R & B - PCT.#4	\$ 1,920,833.14	\$ 5,977.31				\$ -	\$ 1,926,810.45
31-010-100	ELECTION FUND	\$ 21,932.68	\$ -				\$ -	\$ 21,932.68
32-010-100	HAVA CARES ACT	\$ 3,901.54	\$ 12,043.37				\$ -	\$ 15,944.91
45-010-100	LEOSE FUND	\$ 26,909.62	\$ 160.50				\$ -	\$ 27,070.12
50-010-100	SECURITY FUND	\$ 59,342.15	\$ -				\$ -	\$ 59,342.15
55-010-100	LAW LIBRARY	\$ 141,530.72	\$ 59.48				\$ -	\$ 141,590.20
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 15,313.19	\$ -				\$ -	\$ 15,313.19
62-010-100	CO & DIST COURT TECH FUND	\$ 33,069.93	\$ -				\$ -	\$ 33,069.93
65-010-100	HISTORICAL COMMISSION	\$ 5,885.38	\$ -				\$ -	\$ 5,885.38
70-010-100	CAPITAL PROJECTS FUND	\$ 977.53	\$ -				\$ -	\$ 977.53
75-010-100	INTEREST & SINKING	\$ 261,306.36	\$ -				\$ -	\$ 261,306.29
80-010-100	HOT CHECK FUND	\$ 12,821.23	\$ -				\$ -	\$ 12,821.23
	GROUP TOTAL	\$ 16,607,802.41	\$ 304,109.59	\$ -		\$ -	\$ -	\$ 16,911,912.00
90-010-120	PAYROLL	\$ 278.45	\$ 469,397.63				\$ 1,330.31	\$ 471,006.39
15-010-150	FORFEITURE FUND - SHERIFF	\$ 49,987.00					\$ 197.27	\$ 50,184.27
16-010-160	AMERICAN RESUE PLAN	\$ 4,267,774.31					\$ 16,835.62	\$ 4,284,609.93
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 299,465.12	\$ -				\$ 1,185.34	\$ 300,650.46
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 48,132.11	\$ -				\$ 189.87	\$ 48,321.98
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 8,742.80	\$ -				\$ -	\$ 8,742.80
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	REPORT TOTAL	\$ 21,282,182.20	\$ 773,507.22	\$ -	\$ -	\$ -	\$ 19,738.41	\$ 22,075,427.83

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126233	Payee: EAGLE LAKE NURSING 01 - REFUND FOR AMBULANCE TRIP 8/29/2021	Status: I Issued:09-26-2022 Changed:09-26-2022 12-100-300 AMBULANCE FEES COLLECTED	Check-Amount: 284.38 284.38
126537	Payee: RUSSELL BAUMBACH 01 - JP#1 JUROR ON 10/6/22	Status: I Issued:10-18-2022 Changed:10-18-2022 12-451-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126555	Payee: ANABEL GUTIERREZ 01 - REFUND OF OVERPAYMT/CAUSE#CR220103	Status: I Issued:10-24-2022 Changed:10-24-2022 12-100-411 JUSTICE OF PEACE PCT. #1	Check-Amount: 34.00 34.00
126556	Payee: ASHLEY LAAKE 01 - REIMB FOR FOOD HANDLERS LICENSE	Status: I Issued:10-24-2022 Changed:10-24-2022 12-565-426 SCHOOLS FOR JAILERS	Check-Amount: 10.00 10.00
126602	Payee: MICHELLE LOWRANCE 01 - TACA FALL CONF EXPENSES	Status: I Issued:10-24-2022 Changed:10-24-2022 12-495-427 CONVENTIONS/SEMINARS/DUES	Check-Amount: 398.70 398.70
126652	Payee: 01 - GRAND JURY ON 10-27-22	Status: I Issued:11-01-2022 Changed:11-01-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
126656	Payee: 01 - GRAND JURY ON 10-27-22	Status: I Issued:11-01-2022 Changed:11-01-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
126658	Payee: 01 - GRAND JURY ON 10-27-22	Status: I Issued:11-01-2022 Changed:11-01-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
126833	Payee: ALEJANDRO MAYA 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126835	Payee: ANDREA DAVIDSON 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126837	Payee: BRADLEY POLASEK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126844	Payee: CHRISTINA SPALEK 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126850	Payee: DEBORAH PENNY 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126851	Payee: DEMETRIA AIKEN 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126856	Payee: EMILY MARRS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126858	Payee: GENE R TUTTLE, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126865	Payee: JAMIE VARGAS 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126868	Payee: JEFFERY STEWART 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126869	Payee: JEREMY MUSKE 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00
126870	Payee: JEROME EMMEL, JR. 01 - DISTRICT COURT JURY DUTY 11/14/22	Status: I Issued:11-17-2022 Changed:11-17-2022 12-435-485 JUROR EXPENSE	Check-Amount: 12.00 12.00

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126876	Payee: KARL NAVARETTE 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
126887	Payee: LUIS JAVIER SAMANIEGO 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
126891	Payee: MICHAEL BRADEN 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
126894	Payee: MICHAEL TWITTY 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
126898	Payee: RENA E 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
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
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
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
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
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
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
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
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
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
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
126973	Payee: BRYAN RADIOLOGY ASSOCIATES 01 - INMATE LABS/10-31&11-1/#BRA279028	Status: I 12-645-467	Issued:11-28-2022 MEDICAL, IHC	Changed:11-28-2022	Check-Amount: 39.30	39.30
127042	Payee: VALERIE HARMON 01 - REIMB FOR TEA FOR JURORS	Status: I 12-435-485	Issued:11-28-2022 JUROR EXPENSE	Changed:11-28-2022	Check-Amount: 3.48	3.48

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127098	Payee: A & L BODY SHOP 01 - REPAIRS TO '20 EXPLORER/INV#12420	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 1,296.51 12-560-454 REPAIRS OF VEH/EQUIP 1,296.51
127102	Payee: AT&T 01 - NOV PHONE SVC/ACCT#718 A80-62356928 02 - NOV PHONE SVC/ACCT#718 A80-62356928 03 - NOV PHONE SVC/ACCT#718 A80-62356928 04 - NOV PHONE SVC/ACCT#718 A80-62356928 05 - NOV PHONE SVC/ACCT#718 A80-62356928 06 - NOV PHONE SVC/ACCT#718 A80-62356928 07 - NOV PHONE SVC/ACCT#718 A80-62356928 08 - NOV PHONE SVC/ACCT#718 A80-62356928 09 - NOV PHONE SVC/ACCT#718 A80-62356928 10 - NOV PHONE SVC/ACCT#718 A80-62356928 11 - NOV PHONE SVC/ACCT#718 A80-62356928 12 - NOV PHONE SVC/ACCT#718 A80-62356928 13 - NOV PHONE SVC/ACCT#718 A80-62356928 14 - NOV PHONE SVC/ACCT#718 A80-62356928 15 - NOV PHONE SVC/ACCT#718 A80-62356928 16 - NOV PHONE SVC/ACCT#718 A80-62356928 17 - NOV PHONE SVC/ACCT#718 A80-62356928 18 - NOV PHONE SVC/ACCT#718 A80-62356928 19 - NOV PHONE SVC/ACCT#718 A80-62356928 20 - NOV PHONE SVC/ACCT#718 A80-62356928 21 - NOV PHONE SVC/ACCT#718 A80-62356928 22 - NOV PHONE SVC/ACCT#718 A80-62356928 23 - NOV PHONE SVC/ACCT#718 A80-62356928 24 - NOV PHONE SVC/ACCT#718 A80-62356928 25 - NOV PHONE SVC/ACCT#718 A80-62356928	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 1,904.26 21-621-420 COMMUNICATIONS EXPENSE 43.77 24-624-420 COMMUNICATIONS EXPENSE 56.46 12-665-420 COMMUNICATIONS EXPENSE 46.92 12-540-420 COMMUNICATIONS EXPENSE 97.48 12-695-420 COMMUNICATIONS EXPENSE (DSL) 53.10 12-560-420 COMMUNICATIONS EXPENSE 378.28 12-525-420 COMMUNICATIONS EXPENSE 55.50 14-520-420 COMMUNICATIONS EXPENSE 49.95 12-665-420 COMMUNICATIONS EXPENSE 93.84 12-451-420 COMMUNICATIONS EXPENSE 96.12 12-450-420 COMMUNICATIONS EXPENSE 46.98 12-495-420 COMMUNICATIONS EXPENSE 46.92 12-695-420 COMMUNICATIONS EXPENSE (DSL) 46.92 12-428-420 COMMUNICATIONS EXPENSE 99.27 12-453-420 COMMUNICATIONS EXPENSE 45.48 12-410-420 COMMUNICATION EXPENSE 106.20 23-623-420 COMMUNICATIONS EXPENSE 96.12 12-540-420 COMMUNICATIONS EXPENSE 45.62 12-555-420 COMMUNICATIONS EXPENSE 55.50 12-403-420 COMMUNICATIONS EXPENSE 46.92 12-475-410 CO/DIST ATTY OFFICE EXPENSES 46.92 12-400-420 COMMUNICATIONS EXPENSE 106.20 14-520-420 COMMUNICATIONS EXPENSE 43.77 12-499-420 COMMUNICATIONS EXPENSE 53.10 12-540-420 COMMUNICATIONS EXPENSE 46.92
127112	Payee: BRYAN RADIOLOGY ASSOCIATES 01 - INMATE LAB/11-24/BRA284509 02 - IHC LAB/11-17/BRA276448 03 - IHC LAB/11-23/BRA276448	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 89.82 12-565-405 PRISONER MEDICAL/MEDICINE 64.16 12-645-467 MEDICAL, IHC 18.71 12-645-467 MEDICAL, IHC 6.95
127132	Payee: CRAIN, CATON & JAMES, P.C. 01 - DEFENSE COSTS-INLAND ENVIRONMENTAL 02 - DEFENSE COSTS-INLAND ENVIRONMENTAL 03 - LEGAL COSTS/ENDEAVORS FOR NOV 04 - REMEDIATION CLAIM EXPS FOR NOV	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 22,293.18 12-401-403 OUTSIDE LEGAL SERVICES 5,518.88 12-401-403 OUTSIDE LEGAL SERVICES 2,186.62 12-401-403 OUTSIDE LEGAL SERVICES 13,947.93 12-401-403 OUTSIDE LEGAL SERVICES 639.75
127148	Payee: FRAZER, LTD 01 - AMBULANCE REPAIRS/INV#87333 02 - TRAFFIC SPEAKER FOR AMB/INV#87479	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 321.96 12-540-454 REPAIRS TO AMB/EQUIPMENT 21.19 12-540-454 REPAIRS TO AMB/EQUIPMENT 300.77
127150	Payee: GUADALUPE COUNTY JUVENILE SERVCIES 01 - NOV SHORT TERM JUV DET/INV#23-0013	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 5,000.00 12-570-433 DETENTION SERVICES 5,000.00
127151	Payee: GUADALUPE COUNTY SHERIFF'S DEPT 01 - NOV HOUSING INMATES/SO#21271-04	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 1,500.00 12-565-402 OUT-OF-COUNTY HOUSING INMATES 1,500.00
127154	Payee: HARRIS COUNTS ACCOUNTS RECEIVABLE 01 - FY22 APPELLATE COURT REIMB/#0010635 02 - FY21 APPELLATE COURT REIMB/#0007992	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 5,145.00 12-435-412 COURT OF APPEALS EXPENSE 2,731.00 12-435-412 COURT OF APPEALS EXPENSE 2,414.00
127155	Payee: HARRIS CTY ACCTS REC-RADIO 01 - REP BAD COAX ON GLIDDEN RADIO TOWER	Status: I Issued:12-12-2022 Changed:12-12-2022 Check-Amount: 10,394.40 12-530-453 RADIO REPAIRS & MAINTENANCE 10,394.40

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127162	Payee: KATHLEEN KLOESEL 01 - OCT MILEAGE TO DELIVER REPORTS	Status: I Issued:12-12-2022 Changed:12-12-2022 12-452-429 TRAVEL EXPENSE	Check-Amount: 19.63 19.63
127172	Payee: LORI SCHMID 01 - SEPT - DEC MILEAGE	Status: I Issued:12-12-2022 Changed:12-12-2022 12-434-489 COURT REPORTERS EXPENSE	Check-Amount: 625.00 625.00
127178	Payee: NOTARY PUBLIC UNDERWRITERS 01 - NOTARY PACKAGE FOR MELINDA ZAJICEK	Status: I Issued:12-12-2022 Changed:12-12-2022 12-695-480 BONDS	Check-Amount: 128.95 128.95
127182	Payee: PRESTON POPOV 01 - REFUND OF OVERPYMT/CR221096/11-3	Status: I Issued:12-12-2022 Changed:12-12-2022 12-100-411 JUSTICE OF PEACE PCT. #1	Check-Amount: 63.00 63.00
127197	Payee: TEXAS A & M AGRILIFE EXT SVC 01 - PCT4 REGISTRATION FEE/INV#E301492	Status: I Issued:12-12-2022 Changed:12-12-2022 12-401-427 COMM TRAINING/CONFERENCES	Check-Amount: 40.00 40.00
127202	Payee: TRAVIS COUNTY MEDICAL EXAMINER 01 - AUTOPSY/PA22-04555 02 - AUTOPSY/PA22-06083 03 - AUTOPSY/PA22-05828	Status: I Issued:12-12-2022 Changed:12-12-2022 12-640-445 AUTOPSIES 12-640-445 AUTOPSIES 12-640-445 AUTOPSIES	Check-Amount: 10,305.00 3,435.00 3,435.00 3,435.00
127226	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127227	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127229	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127230	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127231	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127233	Payee: 01 - GRAND JURY DUTY ON 12/15/2022	Status: I Issued:12-16-2022 Changed:12-16-2022 12-435-485 JUROR EXPENSE	Check-Amount: 40.00 40.00
127241	Payee: WICK'S WESTERN AUTO 01 - OIL FILTER/CUST#5900 02 - ANTIFREEZE/CUST#5900 03 - BULB FOR CHEVY/CUST#5900	Status: I Issued:12-22-2022 Changed:12-22-2022 22-622-355 REPAIR MATERIALS 22-622-330 FUEL & LUBRICANTS 22-622-355 REPAIR MATERIALS	Check-Amount: 41.55 9.88 14.39 17.28
127242	Payee: WICK'S WESTERN AUTO 01 - 2 BATTERIES/CUST#5893	Status: I Issued:12-22-2022 Changed:12-22-2022 12-540-454 REPAIRS TO AMB/EQUIPMENT	Check-Amount: 371.98 371.98
127247	Payee: B & D GRAPHICS 01 - PURCHASE ORDER BOOKS/INV#012079	Status: I Issued:12-22-2022 Changed:12-22-2022 12-695-472 PRINTED CHECKS/FORMS	Check-Amount: 835.00 835.00
127251	Payee: BRYAN RADIOLOGY ASSOCIATES 01 - INMATE LABS/11-28/#BRA284759 02 - INMATE LABS/12-2/#BRA285599	Status: I Issued:12-22-2022 Changed:12-22-2022 12-565-405 PRISONER MEDICAL/MEDICINE 12-565-405 PRISONER MEDICAL/MEDICINE	Check-Amount: 236.03 122.96 113.07
127256	Payee: CINTAS CORPORATION 01 - SHOP SUPPLYS/#4139679273,4140395971 02 - UNIFORMS/INV# 4139679273,4140395971	Status: I Issued:12-22-2022 Changed:12-22-2022 22-622-325 SHOP SUPPLIES 22-622-491 UNIFORMS	Check-Amount: 223.96 46.54 177.42
127262	Payee: COLUMBUS PLUMBING & SERVICE, INC. 01 - KITCH SINK STOPPAGE@ ANNEX/INV#3716	Status: I Issued:12-22-2022 Changed:12-22-2022 12-510-454 REPAIRS TO EQUIPMENT	Check-Amount: 969.95 275.00

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127262	Payee: COLUMBUS PLUMBING & SERVICE, INC. 02 - 2 STOPPAGES @ JAIL/INV#3689,3706	Status: I Issued:12-22-2022 Changed:12-22-2022 12-565-450 JAIL REPAIRS	Check-Amount: 969.95 694.95
127263	Payee: COLUMBUS TIRE CENTER 01 - OIL CHANGE/INV#25487	Status: I Issued:12-22-2022 Changed:12-22-2022 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 68.05 68.05
127265	Payee: CONSTELLATION NEW ENERGY, INC. 01 - JP#3 ELECTRICITY TO 12/5 02 - RMO/MAINT ELECTRICITY TO 12/5 03 - SPRING STREETLIGHT TO 12/5 04 - ANNEX ELECTRICITY TO 12/5 05 - CRTHSE ELECTRICITY TO 12/05 28,771 kWh 06 - AG BLDG ELECTRICITY TO 12/05 1,810 kWh 07 - PROBATION ELECTRICITY TO 12/02 4,614 kWh 08 - TRAVIS STREETLIGHTS TO 12/05 39 kWh	Status: I Issued:12-22-2022 Changed:12-22-2022 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES	Check-Amount: 5,165.68 377.91 105.49 17.26 1,444.07 2,364.93 244.55 602.86 8.61
127269	Payee: DON'S REPAIR SHOP 01 - (2) VEHICLE INSPECTIONS/INV#7014 02 - RADIATOR CLEANING TOOL/INV#7014	Status: I Issued:12-22-2022 Changed:12-22-2022 22-622-454 REPAIRS OF EQUIP/VEHICLES 22-622-356 HAND TOOLS & EQUIPMENT	Check-Amount: 68.08 14.00 54.08
127272	Payee: FP FINANCE PROGRAM 01 - MAIL MACHINE LEASE/INV#33038321	Status: I Issued:12-22-2022 Changed:12-22-2022 12-695-311 POSTAGE & BOX RENT	Check-Amount: 177.00 177.00
127273	Payee: GREATAMERICA FINANCIAL SVCS 01 - COPIER LEASE PMT/INV#33028278	Status: I Issued:12-22-2022 Changed:12-22-2022 12-450-421 COPIER USAGE EXPENSE	Check-Amount: 120.40 120.40
127274	Payee: GREENWALT COURT REPORTING 01 - COURT REPORTER ON 10/14&12/5/#6406	Status: I Issued:12-22-2022 Changed:12-22-2022 12-426-488 COURT REPORTERS	Check-Amount: 1,123.75 1,123.75
127278	Payee: HENNEKE FUNERAL HOME, LTD. 01 - TRANSPORT BODY FOR AUTOPSY	Status: I Issued:12-22-2022 Changed:12-22-2022 12-640-445 AUTOPSIES	Check-Amount: 955.00 955.00
127281	Payee: HUGHES & LEISSNER, PLLC 01 - CPS MEDIATOR/CAUSE#25845	Status: I Issued:12-22-2022 Changed:12-22-2022 12-435-428 CRT APPOINTED ATTORNEYS	Check-Amount: 1,375.00 1,375.00
127282	Payee: IBS 01 - PARTS/INV#X1070162871 02 - PARTS/INV#X1050030611 03 - PARTS/INV#X1050031131	Status: I Issued:12-22-2022 Changed:12-22-2022 24-624-355 REPAIR MATERIALS 24-624-355 REPAIR MATERIALS 24-624-355 REPAIR MATERIALS	Check-Amount: 339.69 183.17 49.78 106.74
127293	Payee: QUADMED, INC. 01 - AMBULANCE SUPPLIES/INV#227441	Status: I Issued:12-22-2022 Changed:12-22-2022 12-540-334 AMBULANCE SUPPLIES	Check-Amount: 470.60 470.60
127294	Payee: RACHEL ESSARY 01 - REIMB FOR (2) PR 5.11 UNIFORM PANTS	Status: I Issued:12-22-2022 Changed:12-22-2022 12-565-496 JAILERS UNIFORMS	Check-Amount: 164.00 164.00
127301	Payee: STACI DAWN SLAYDEN 01 - CPS COURT REPORTER ON 12-19/#121922	Status: I Issued:12-22-2022 Changed:12-22-2022 12-435-488 COURT REPORTERS	Check-Amount: 300.00 300.00
127308	Payee: TEXAS PARKS AND WILDLIFE DEPARTMENT 01 - TPW FINE/CASE#C220511/A8524583 02 - TPW FINE/CAUSE#220927/A8463738	Status: I Issued:12-22-2022 Changed:12-22-2022 12-100-412 JUSTICE OF PEACE PCT. #2 12-100-411 JUSTICE OF PEACE PCT. #1	Check-Amount: 282.20 154.70 127.50
127310	Payee: TREHOUSE EMBROIDERY 01 - SEW PATCHES ON UNIFORMS	Status: I Issued:12-22-2022 Changed:12-22-2022 12-540-491 UNIFORMS	Check-Amount: 20.00 20.00

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127312	Payee: ULINE 01 - ROLL SECURITY STRIPS/CUST#25020531	Status: I Issued:12-22-2022 Changed:12-22-2022 32-634-510 CYBER SECURITY	Check-Amount: 63.44 63.44
127314	Payee: VALERIE HARMON 01 - REIMB FOR OFFICE BOOK SHELVES	Status: I Issued:12-22-2022 Changed:12-22-2022 12-450-310 SUPPLIES/EQUIPMENT UNDER \$500	Check-Amount: 50.00 50.00
127317	Payee: WALLER COUNTY ASPHALT, INC 01 - 13.6 TONS COLD MIX/INV#24312	Status: I Issued:12-22-2022 Changed:12-22-2022 24-624-350 R&B MATERIALS	Check-Amount: 1,237.60 1,237.60
127319	Payee: A L & M BUILDING SUPPLY 01 - FLAGS FOR SO/CUST#5134	Status: I Issued:12-30-2022 Changed:12-30-2022 12-565-395 MISCELLANEOUS SUPPLIES	Check-Amount: 74.97 74.97
127320	Payee: A L & M BUILDING SUPPLY 01 - FILTERS & BATTERY/CUST#5135 02 - KLEENEX/CUST#5135 03 - BULBS & TAPE/CUST#5135 04 - FREEZE PROTECTION/CUST#5135	Status: I Issued:12-30-2022 Changed:12-30-2022 12-510-454 REPAIRS TO EQUIPMENT 12-510-395 MISCELLANEOUS SUPPLIES 12-510-355 REPAIR MATERIALS 12-510-494 GROUNDS MAINTENANCE	Check-Amount: 276.79 62.61 18.13 89.81 106.24
127321	Payee: A-1 SHINER FIRE & SAFETY, INC. 01 - ANNUAL FIRE INPSECTION/INV#19596	Status: I Issued:12-30-2022 Changed:12-30-2022 21-621-454 REPAIRS TO EQUIPMENT	Check-Amount: 1,194.96 1,194.96
127322	Payee: A-1 SHINER FIRE & SAFETY, INC. 01 - ANNUAL FIRE INPSECTION/INV#19646	Status: I Issued:12-30-2022 Changed:12-30-2022 22-622-454 REPAIRS OF EQUIP/VEHICLES	Check-Amount: 949.02 949.02
127323	Payee: A-LINE AUTO PARTS 01 - FILE GUIDES/CUST#4576801	Status: I Issued:12-30-2022 Changed:12-30-2022 21-621-355 REPAIR MATERIALS	Check-Amount: 75.00 75.00
127324	Payee: A-LINE AUTO PARTS 01 - TOOL FOR SIGN REPAIR/CUST#4578101	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-356 HAND TOOLS & EQUIPMENT	Check-Amount: 3.13 3.13
127325	Payee: COLUMBUS TIRE CENTER 01 - AMBULANCE REPAIRS/INV#25622	Status: I Issued:12-30-2022 Changed:12-30-2022 12-540-454 REPAIRS TO AMB/EQUIPMENT	Check-Amount: 1,085.72 1,085.72
127326	Payee: COLUMBUS TIRE CENTER 01 - LP#LLR7742 INSPECTION/INV#025703 02 - OIL CHANGE/INV#25508	Status: I Issued:12-30-2022 Changed:12-30-2022 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP	Check-Amount: 74.55 7.00 67.55
127327	Payee: COLUMBUS TIRE CENTER 01 - LP#1415604 INSPECTION/INV#25664	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-454 REPAIRS OF EQUIP/VEHICLES	Check-Amount: 7.00 7.00
127328	Payee: GFL ENVIRONMENTAL 01 - DEC MONTHLY TRASH SVC/ACCT#AC003680	Status: I Issued:12-30-2022 Changed:12-30-2022 12-510-440 UTILITIES	Check-Amount: 39.09 39.09
127329	Payee: GFL ENVIRONMENTAL 01 - DEC MONTHLY TRASH SVC/ACCT#AC003681	Status: I Issued:12-30-2022 Changed:12-30-2022 24-624-440 UTILITIES	Check-Amount: 36.48 36.48
127330	Payee: JOHN DEERE FINANCIAL 01 - PARTS/ACCT#01042-62002	Status: I Issued:12-30-2022 Changed:12-30-2022 21-621-355 REPAIR MATERIALS	Check-Amount: 2,890.29 2,890.29
127331	Payee: JOHN DEERE FINANCIAL 01 - PARTS/ACCT#75317-75398	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-355 REPAIR MATERIALS	Check-Amount: 767.67 767.67
127332	Payee: KATY HYDRAULICS, LLC 01 - HOSE & FITTING/INV#2036862-641 02 - HOSE & FITTING/INV#2036862-571 03 - HYD FLUID/INV#2036862-571	Status: I Issued:12-30-2022 Changed:12-30-2022 22-622-355 REPAIR MATERIALS 22-622-355 REPAIR MATERIALS 22-622-330 FUEL & LUBRICANTS	Check-Amount: 170.55 63.04 36.45 71.06
127333	Payee: KATY HYDRAULICS, LLC 01 - PARTS/INV#203862-525	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-355 REPAIR MATERIALS	Check-Amount: 52.54 52.54

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127349	Payee: XEROX FINANCIAL SERVICES	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	1,677.77
	01 - XEROX LEASE PYMT/INV#3657364	12-451-421	XEROX USAGE EXPENSE			125.00
	02 - XEROX LEASE PYMT/INV#3657364	12-452-421	COPIER LEASE/USAGE EXPENSE			125.00
	03 - XEROX LEASE PYMT/INV#3657364	12-453-421	XEROX USAGE EXPENSE			125.00
	04 - XEROX LEASE PYMT/INV#3657364	12-495-421	XEROX COPIER USAGE/MAINT EXP			125.00
	05 - XEROX LEASE PYMT/INV#3657364	12-540-421	XEROX LEASE PAYMENT			150.00
	06 - XEROX LEASE PYMT/INV#3657364	12-565-421	COPIER LEASE			250.00
	07 - XEROX LEASE PYMT/INV#3657364	12-475-410	CO/DIST ATTY OFFICE EXPENSES			300.00
	08 - XEROX LEASE PYMT/INV#3657364	12-665-421	XEROX EXPENSE			477.77
127350	Payee: AMAZON CAPITAL SERVICES	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	353.61
	01 - USB SMARTCARD RDR/INV1DTT-K4GQ-1T3V	12-580-310	OFFICE SUPPLIES			16.99
	02 - DELL AC ADAPTR/INV1HWQ-WNDP-TDN9	12-540-310	SUPPLIES/EQUIPMENT UNDER \$500			37.99
	03 - (20)16GB FLASH DR/INV13L3-Q7WF-6WYY	12-560-310	SUPPLIES/EQUIPMENT UNDER \$500			49.12
	04 - 1099&W-2 ENVELOPES/#177M-L91W-YNPR	12-695-472	PRINTED CHECKS/FORMS			107.98
	05 - W2 ENVELOPES &FORMS/#19VP-KN6M-3PVJ	12-695-472	PRINTED CHECKS/FORMS			47.61
	06 - (4)256GB FLASH DRVS/#19VP-KN6M-TXGN	12-475-410	CO/DIST ATTY OFFICE EXPENSES			93.92
127351	Payee: AMERICAN TIRE DISTRIBUTORS INC	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	1,603.58
	01 - 12 TIRES & ORINGS/CUST#185346	24-624-354	BATTERIES, TIRES & TUBES			1,603.58
127352	Payee: AQUA BEVERAGE COMPANY	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	66.23
	01 - COOLER RENT/ACCT#004309	12-400-310	SUPPLIES/EQUIPMENT UNDER \$500			16.00
	02 - COOLER RENT/ACCT#012681	12-452-310	SUPPLIES/EQUIPMENT UNDER \$500			12.00
	03 - COOLER RENT/ACCT#013805	12-453-310	SUPPLIES/EQUIPMENT UNDER \$500			13.25
	04 - COOLER RENT/ACCT#010708	12-454-310	SUPPLIES/EQUIPMENT UNDER \$500			11.99
	05 - COOLER RENT/ACCT#012337	12-510-497	MISCELLANEOUS			12.99
127353	Payee: AT&T MOBILITY	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	1,623.65
	01 - NOV FIRSTNET CELL SVC/FAN#58192460	12-560-420	COMMUNICATIONS EXPENSE			975.85
	02 - NOV FIRSTNET CELL SVC/FAN#58192460	12-680-420	MOBILE PHONE EXPENSE			205.19
	03 - NOV FIRSTNET CELL SVC/FAN#58192460	12-540-420	COMMUNICATIONS EXPENSE			311.51
	04 - NOV FIRSTNET CELL SVC/FAN#58192460	12-585-420	COMMUNICATIONS EXPENSE			91.81
	05 - NOV FIRSTNET CELL SVC/FAN#58192460	12-452-420	COMMUNICATIONS EXPENSE			39.29
127354	Payee: BERNARDO FARM & RANCH	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	82.72
	01 - PLUMBING SUPPLIES	23-623-355	REPAIR MATERIALS			18.13
	02 - FREEZE PROTECTION	23-623-325	SHOP SUPPLIES			64.59
127355	Payee: BOUND TREE MEDICAL, LLC	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	187.95
	01 - AMBULANCE SUPPLIES/INV#84649579	12-540-334	AMBULANCE SUPPLIES			109.43
	02 - AMB SUPPLIES/INV#84801940&84801941	12-540-334	AMBULANCE SUPPLIES			78.52
127356	Payee: BOYS&GIRLS CLUBS OF CHAMPION VALLEY	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	248.00
	01 - FY22 JUROR DONATIONS	12-200-325	JUROR DONATION - BOYS & GIRLS CLUB			248.00
127357	Payee: CAPITAL ONE	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	393.05
	01 - INMATE RX & SHAMPOO/TR#07593,05132	12-565-405	PRISONER MEDICAL/MEDICINE			14.13
	02 - INMATE RX/TR#00146	12-565-405	PRISONER MEDICAL/MEDICINE			6.71
	03 - JAIL BINDERS/TR#05352	12-565-395	MISCELLANEOUS SUPPLIES			372.21
127358	Payee: CARROL'S GUN SHOP	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	160.50
	01 - CONST PRCT#2 QUALIFYING AMMO/#44764	45-552-427	CONTINUING EDUCATION EXPENSES			160.50
127359	Payee: CDW GOVERNMENT	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount:	1,883.81
	01 - HAVIS DOCKING STATION/INV#FR81442	12-560-532	EQUIPMENT OVER \$500			800.23
	02 - DELL 9315 LAPTOP/INV#FT64431	12-497-532	EQUIPMENT OVER \$500			1,083.58

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127360	Payee: CHASE CARD SERVICES 01 - VSO CELL PHONE 02 - (10) RADIO MICS FROM EBAY FOR OEM 03 - SHIPPING CHGS FOR RADIO REPAIRS 04 - 2 NITE HOTEL TDCAA ELECT PROS CONF 05 - TDCAA OFFENSE REPORT MANUAL 06 - PCT#1 DIST 11 COMM CONF REG 07 - MONTHLY ZOOM CHARGES 08 - DIST COURT JUROR LUNCH 09 - XMAS BALL ORNAMENTS-CRTHSE TREE 10 - HOT-COLD STEM ASSEMBLY 11 - PRESSURE WASHER & REPL PLAN 12 - EMS BACKGROUND CHECKS	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-585-420 COMMUNICATIONS EXPENSE 12-530-453 RADIO REPAIRS & MAINTENANCE 12-695-311 POSTAGE & BOX RENT 12-475-410 CO/DIST ATTY OFFICE EXPENSES 12-475-410 CO/DIST ATTY OFFICE EXPENSES 12-401-427 COMM TRAINING/CONFERENCES 12-400-310 SUPPLIES/EQUIPMENT UNDER \$500 12-435-485 JUROR EXPENSE 12-510-395 MISCELLANEOUS SUPPLIES 12-510-355 REPAIR MATERIALS 12-540-310 SUPPLIES/EQUIPMENT UNDER \$500 12-540-417 DRUG & ALCOHOL TESTING	1,396.87 14.00 191.30 52.92 278.00 36.00 40.00 191.97 75.96 49.35 104.07 359.98 3.32
127361	Payee: CHUCK BROWN FORD 01 - BRAKE REPAIR/CUST#56735	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-560-454 REPAIRS OF VEH/EQUIP	1,120.81 1,120.81
127362	Payee: CINTAS CORPORATION 01 - SHOP SUPPLIES/4141108164,4141728403 02 - UNIFORMS/4141108164,4141728403	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 22-622-325 SHOP SUPPLIES 22-622-491 UNIFORMS	243.56 49.66 193.90
127363	Payee: CITY OF COLUMBUS 01 - PROBATION UTILS TO 12-15/07-1180-02 02 - JP#3 UTILITIES TO 12-15/#09-0710-01 03 - CRTHSE UTILS TO 12-15/#09-0900-00 04 - ANNEX UTILS TO 12-15/#09-1055-00 05 - SVC FAC UTILS TO 12-15/#11-0490-00 06 - CRTHS SPRINKLR TO 12-15/#09-1040-00 07 - ANNEX SPRINKLR TO 12-15/#09-1065-00 08 - JAIL UTILITIES TO 12-15/#11-0010-00 09 - JAIL SPRINKLERSTO 12-15/#11-0030-00 10 - AG BLDG UTILS TO 12-15/#09-1060-00	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-440 UTILITIES 12-510-494 GROUNDS MAINTENANCE 12-510-494 GROUNDS MAINTENANCE 12-565-440 UTILITIES 12-565-494 GROUNDS MAINTENANCE 12-510-440 UTILITIES	6,936.14 60.00 60.00 411.15 241.90 211.56 498.70 30.00 5,225.95 30.00 166.88
127364	Payee: CITY OF EAGLE LAKE 01 - PCT4 UTILITES TO 12-15/#01-1090-00 02 - JP4 UTILITES TO 12-15/#01-0040-01	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 24-624-440 UTILITIES 12-510-440 UTILITIES	135.61 58.81 76.80
127365	Payee: CITY OF WEIMAR 01 - JP#2 UTILITIES TO 12-16/#11-0250-01 02 - EMS UTILITIES TO 12-16/#33-0348-00 03 - PCT2 UTILITIES TO 12-16/#33-0870-00	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-510-440 UTILITIES 12-510-440 UTILITIES 22-622-440 UTILITIES	909.79 405.82 347.05 156.92
127366	Payee: COLORADO CO TAX ASSESSOR/COLLECTOR 01 - LICENSE RENEWAL/LP#1415604 02 - LICENSE RENEWAL/LP#LLP7742	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 23-623-454 REPAIRS OF EQUIP/VEHICLES 12-560-454 REPAIRS OF VEH/EQUIP	15.00 7.50 7.50
127367	Payee: COLORADO COUNTY CRIME STOPPERS 01 - FY22 CRIME STOPPERS FEES	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-200-442 LOCAL CRIME STOPPERS	2,228.81 2,228.81
127368	Payee: COLORADO COUNTY OIL CO., INC. 01 - 200GAL GAS,450 GAL DIES/INV#464814 02 - 125GAL GAS,250 GAL DIES/INV#464930 03 - 800 GAL GAS/INV#464813 04 - 845 GAL GAS/INV#464931	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-540-330 FUEL & OIL 12-540-330 FUEL & OIL 12-560-330 FUEL & OIL 12-560-330 FUEL & OIL	7,667.55 2,049.11 1,308.26 2,025.25 2,284.93
127369	Payee: COLUMBUS BEARING & INDUST 01 - PCT3 REPAIR PARTS/CUST#201427	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 23-623-355 REPAIR MATERIALS	83.87 83.87

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127383	Payee: GHS, LTD 03 - DEC JP#3 COLLECTION FEES 04 - DEC JP#4 COLLECTION FEES	Status: I Issued:12-30-2022 Changed:12-30-2022 12-200-475 GHS-PRIVATE COLLECTIONS FEE 12-200-475 GHS-PRIVATE COLLECTIONS FEE	Check-Amount: 3,327.06 1,182.66 933.81
127384	Payee: H.E. BUTT GROCERY COMPANY 01 - INMATE LETTUCE/#811535 02 - INMATE LETTUCE/#599848	Status: I Issued:12-30-2022 Changed:12-30-2022 12-565-333 FOOD FOR PRISONERS 12-565-333 FOOD FOR PRISONERS	Check-Amount: 53.40 17.80 35.60
127385	Payee: HENNEKE FUNERAL HOME, LTD. 01 - REMOVAL OF BODY	Status: I Issued:12-30-2022 Changed:12-30-2022 12-640-445 AUTOPSIES	Check-Amount: 395.00 395.00
127386	Payee: HENRY SCHEIN INC. 01 - AMBULANCE SUPPLIES/INV#31412057	Status: I Issued:12-30-2022 Changed:12-30-2022 12-540-334 AMBULANCE SUPPLIES	Check-Amount: 52.02 52.02
127387	Payee: HERRMANN INTERNATIONAL 01 - DUMP TRUCK REPAIR PARTS	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-355 REPAIR MATERIALS	Check-Amount: 1,662.47 1,662.47
127388	Payee: HOMETOWN HARDWARE 01 - PADLOCK FOR FRONT GATE/INV#16324/4	Status: I Issued:12-30-2022 Changed:12-30-2022 23-623-497 MISCELLANEOUS	Check-Amount: 19.99 19.99
127389	Payee: J & W PARTS 01 - PARTS/CUST#1425 02 - SHOP SUPPLIES/CUST#1425	Status: I Issued:12-30-2022 Changed:12-30-2022 24-624-355 REPAIR MATERIALS 24-624-325 SHOP SUPPLIES	Check-Amount: 547.01 422.32 124.69
127390	Payee: JOHNNY'S SPORT SHOP 01 - LACROSS RAIN BOOTS	Status: I Issued:12-30-2022 Changed:12-30-2022 24-624-491 UNIFORMS	Check-Amount: 89.95 89.95
127391	Payee: JOYCE GUTHMANN 01 - 2022 MILEAGE THRU JAN-JUNE 02 - 2022 MILEAGE THRU JULY - DEC	Status: I Issued:12-30-2022 Changed:12-30-2022 12-497-429 TRAVEL EXPENSE 12-497-429 TRAVEL EXPENSE	Check-Amount: 464.16 231.66 232.50
127392	Payee: KATRINA DANNHAUS PACKARD, P.C. 01 - CRT APPT ATTY/CAUSE#25896/CPS 02 - CRT APPT ATTY/CAUSE#25845/CPS	Status: I Issued:12-30-2022 Changed:12-30-2022 12-435-428 CRT APPOINTED ATTORNEYS 12-435-428 CRT APPOINTED ATTORNEYS	Check-Amount: 300.00 150.00 150.00
127393	Payee: KLEIBER TRACTOR & EQUIPMENT, INC 01 - BUSHHOG 15' MOWER/INV#W5658	Status: I Issued:12-30-2022 Changed:12-30-2022 22-622-572 ROAD EQUIPMENT	Check-Amount: 23,270.97 23,270.97
127394	Payee: LABATT FOOD SERVICE 01 - WEEKLY FOOD ORDER/INV#12261163	Status: I Issued:12-30-2022 Changed:12-30-2022 12-565-333 FOOD FOR PRISONERS	Check-Amount: 2,445.65 2,445.65
127395	Payee: LACEY ABBOTT 01 - 2022 UNIFORM STIPEND	Status: I Issued:12-30-2022 Changed:12-30-2022 12-540-491 UNIFORMS	Check-Amount: 174.95 174.95
127396	Payee: LINDE GAS & EQUIPMENT INC. 01 - OXYGEN FOR AMB/INV#33026935	Status: I Issued:12-30-2022 Changed:12-30-2022 12-540-334 AMBULANCE SUPPLIES	Check-Amount: 175.12 175.12
127397	Payee: M-G FARM SERVICE CENTER 01 - KEYS/CUST#3310/INV#963155	Status: I Issued:12-30-2022 Changed:12-30-2022 22-622-355 REPAIR MATERIALS	Check-Amount: 11.94 11.94
127398	Payee: MEDPRO WASTE DISPOSAL, LLC 01 - MEDICAL WASTE/INV#727418	Status: I Issued:12-30-2022 Changed:12-30-2022 12-540-457 MEDICAL WASTE SERVICES	Check-Amount: 103.95 103.95
127399	Payee: NADA GARAGE & SERVICE STATION 01 - 2 TIRES/INV#252630	Status: I Issued:12-30-2022 Changed:12-30-2022 21-621-354 BATTERIES, TIRES & TUBES	Check-Amount: 360.00 360.00
127400	Payee: PERDUE, BRADON, FIELDER, COLDER & 01 - DIST CLRK DLQ ATTY FEES	Status: I Issued:12-30-2022 Changed:12-30-2022 12-200-476 PERDUE-PRIVATE COLLECTIONS FEE	Check-Amount: 531.00 531.00

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127401	Payee: PRESTIGE OFFICE PRODUCTS, LLC 01 - PEN & PLANNER/INV#128373 02 - COPY PAPER/INV#128116 03 - MISC OFFICE SUPPLIES/INV#128270 04 - 30 SHARPIES/INV#128370 05 - HARD DRIVE & SHARPIES/INV#128276 06 - LAMNIATE POUCHES/INV#128374 07 - MISC OFFICE SUPPLIES/INV#128341 08 - TABLE AND RIBBON/INV#128076	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-451-310 SUPPLIES/EQUIPMENT UNDER \$500 12-695-331 COPIER SUPPLIES 12-552-497 MISCELLANEOUS 12-560-310 SUPPLIES/EQUIPMENT UNDER \$500 12-525-310 SUPPLIES/EQUIPMENT UNDER \$500 12-525-310 SUPPLIES/EQUIPMENT UNDER \$500 12-452-310 SUPPLIES/EQUIPMENT UNDER \$500 12-499-310 SUPPLIES/EQUIPMENT UNDER \$500	963.72 37.88 86.96 21.41 45.40 240.69 47.98 340.79 142.61
127402	Payee: PRIHODA GRAVEL CO. 01 - 108YDS PIT RUN GRAVEL/INV#14165	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 24-624-350 R&B MATERIALS	475.20 475.20
127403	Payee: QUADMED, INC. 01 - AMBULANCE SUPPLIES/INV#227722 02 - AMBULANCE SUPPLIES/INV#228060	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-540-334 AMBULANCE SUPPLIES 12-540-334 AMBULANCE SUPPLIES	1,005.81 278.87 726.94
127404	Payee: RAYMIE KANA 01 - MILEAGE TO R&B PRCT2 FOR INVENTORY	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-695-429 TRAVEL EXPENSE-ALL DEPTS	19.63 19.63
127405	Payee: RELX INC. 01 - DEC ONLINE SUBSCRIPTION/#422LRRVBR 02 - DEC ONLINE SUBSCRIPTION/#422LRRVBR 03 - DEC ONLINE SUBSCRIPTION/#422LRRVBR 04 - DEC ONLINE SUBSCRIPTION/#422LRRVBR	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 55-650-423 LAW BOOKS 12-400-310 SUPPLIES/EQUIPMENT UNDER \$500 12-428-423 LAW BOOKS/ON-LINE SUBSCRIPTIONS 12-475-410 CO/DIST ATTY OFFICE EXPENSES	416.00 59.48 59.42 118.84 178.26
127406	Payee: ROCK ISLAND WATER SUPPLY CORP. 01 - PCT#1 WATER THRU 12-31/ACCT#14	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 21-621-440 UTILITIES	31.00 31.00
127407	Payee: SAN BERNARD ELECTRIC COOP, INC. 01 - AIRPORT ELECTRIC TO 12-19/#1060800 02 - TOWR ELECTRICITY TO 12-19/#3465300 03 - PCT3 ELECTRICITY TO 12-18/#774000	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 14-520-440 UTILITIES 12-510-440 UTILITIES 23-623-440 UTILITIES	398.19 202.19 38.00 158.00
127408	Payee: SAN BERNARD ELECTRIC COOPERATIVE 01 - PCT#1 ELECTRICITY TO 12-26/#1180600	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 21-621-440 UTILITIES	105.00 105.00
127409	Payee: SCHNEIDER TIRE & LUBE LLC 01 - OIL CHANGE/INV#43631 02 - OIL CHANGE/INV#44483 03 - OIL CHANGE/INV#44422 04 - OIL CHANGE/INV#44476	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP 12-560-454 REPAIRS OF VEH/EQUIP	257.90 53.98 53.98 53.98 95.96
127410	Payee: STATE COMPTRROLLER 01 - WARRANT FEES 4TH QRT 2022 02 - ARREST FEES 4TH QRT 2022 03 - CONSOLIDATED CRT COSTS 4TH QRT 2022 04 - CCC 01-10-04 TP 12-31-19 05 - TIME PAYMENTS 4TH QTR 2022 06 - STATE TRAFFC FINES(\$30) 4THQTR 2022 07 - STATE TRAFFC FINES(\$50) 4THQTR 2022 08 - FTA FEES 4THQTR 2022 09 - JUDICIAL SUPPORT FEES 4TH QTR 2022 10 - JURY SERVICE FEES 4TH QTR 2022 11 - JUV PROBATHN DIVERSION 4TH QTR 2022 12 - EMS TRAUMA FEES 4TH QTR 2022 13 - BAIL BOND FEES 4TH QTR 2022	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 12-200-428 STATE COMPTR-WARRANT FEES 12-200-421 STATE ARREST FEES 12-200-419 STATE COMPTRROLLER-CCC 12-200-419 STATE COMPTRROLLER-CCC 12-200-437 STATE COMPTRROLLER-TIME PAYMENTS 12-200-420 STATE COMPTRROLLER-STATE TRAFFIC 12-200-420 STATE COMPTRROLLER-STATE TRAFFIC 12-200-477 STATE COMPTRROLLER-OMNI/FTA FEES 12-200-422 STATE COMPTRROLLER-JUDICIAL SUPPORT 12-200-423 STATE COMPTRROLLER-JURY SVC REIMB 12-200-426 STATE COMPTRROLLER-NON-SUSPENSION FU 12-200-418 STATE COMPTRROLLER-EMS/TRAUMA FUND 12-200-453 STATE COMPTRROLLER-BAIL BOND FEES	59,525.12 10.00 382.12 32,690.09 2,029.90 59.79 18,634.76 1,243.35 1,300.00 320.64 42.89 18.00 735.53 1,782.00

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127410	Payee: STATE COMPTROLLER	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 59,525.12
	14 - JUD FUND CONST COUNYCRT 4THQTR 2022	12-200-452	STATE COMPTROLLER-CONST CO CRT FEES		38.00
	15 - INDIGENT DEFENSE FUND 4TH QTR 2022	12-200-427	STATE COMPTROLLER-INDIGENT DEFENSE		119.92
	16 - DNA TESTING-CONVICTIONS 4THQTR 2022	12-200-447	STATE COMPTROLLER - DNA TESTING		53.11
	17 - DNA TESTING-COMM SUPVN 4THQTR 2022	12-200-447	STATE COMPTROLLER - DNA TESTING		16.91
	18 - MOVING VIOLATIONS 4THQTR 2022	12-200-429	STATE COMPTROLLER-MOVING VIOL...		3.10
	19 - TRUANCY PREV & DIVERSN 4THQTR 2022	12-200-448	STATE COMPTROLLER-TRUANCY PREV		45.01
127411	Payee: STATE COMPTROLLER	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 6,716.55
	01 - BIRTH CERTIFICATE FEES 4TH QTR 2022	12-200-439	BIRTH CERTIFICATE FEES		388.80
	02 - JUSTICE CRT FILING FEES 4THQTR 2022	12-200-425	STATE COMPTROLLER-CIVIL FILING FEES		2,347.00
	03 - CONST CTY CRT FILING FEES 4THQTR 22	12-200-425	STATE COMPTROLLER-CIVIL FILING FEES		274.00
	04 - MARR LIC FEES-FORMAL 4THQTR 22	12-200-470	STATE COMPTROLLER-MARRIAGE LICENSE		922.00
	05 - MARR LIC FEES-INFORMAL 4THQTR 22	12-200-470	STATE COMPTROLLER-MARRIAGE LICENSE		12.50
	06 - DIST CRT-CONS CIVIL FEES 4THQTR 22	12-200-425	STATE COMPTROLLER-CIVIL FILING FEES		894.99
	07 - DIST CRT-INDIGENT LGL SVC 4THQTR 22	12-200-424	STATE COMPTROLLER-IND LEGAL SERVICE		84.23
	08 - JUDICIAL SUPPORT FEES 4THQTR 22	12-200-478	STATE COMPTROLLER-JSF/CO&DIST CRTS		330.97
	09 - JUDICIAL & CRT TRNG FEE 4THQTR 22	12-200-450	CIVIL JUDICIAL CRT TRAINING FEE		157.06
	10 - CTY DISPUTE RESOLUTN FUND 4THQTR 22	12-200-436	COUNTY DISPUTE RESOLUTION FEES		1,305.00
127412	Payee: STATE COMPTROLLER	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 811.19
	01 - CHILD SAFETY SEAT FINES/4TH QTR2022	12-200-434	STATE COMPTROLLER-CHD SAFETY SEAT(O		471.45
	02 - 4TH QTR2022 CIVIL EFILING FEES	12-200-444	STATE COMPTROLLER-CIVIL E-FILING FE		314.54
	03 - 4TH QTR2022 CRIMINAL EFILING FEES	12-200-443	STATE COMPTROLLER-CRIMINAL E-FILING		25.20
127413	Payee: STATE COMPTROLLER	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 35.80
	01 - SPECIALTY COURT PROGRAM/4THQTR 2022	12-200-417	STATE COMPTROLLER-DRUG COURT COSTS		35.80
127414	Payee: STAVINOHIA TIRE PROS LLC	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 1,794.55
	01 - 6 TIRES/INV#104873	22-622-354	BATTERIES, TIRES & TUBES		1,380.00
	02 - BRAKE REPAIR ON BLK DUALLY/#104873	22-622-454	REPAIRS OF EQUIP/VEHICLES		414.55
127415	Payee: TEXAS ASSOCIATION OF COUNTIES	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 955.64
	01 - UNEMPLOYMENT CONT FOR 4TH QTR	12-695-160	UNEMPLOYMENT TAXES		955.64
127416	Payee: TEXAS PARKS AND WILDLIFE DEPARTMENT	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 212.50
	01 - TPW FINE/CAUSE#CR220932/AB457281	12-100-411	JUSTICE OF PEACE PCT. #1		127.50
	02 - TPW FINE/CASE#CR221243/AB446669	12-100-451	VISUAL RECORDING FEE		85.00
127417	Payee: TRAFCO INDUSTRIES INC.	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 275.00
	01 - 13 VARIOUS SIGNS/INV#52403,52404	23-623-352	SIGNS		275.00
127418	Payee: TRI-COUNTY PETROLEUM, INC.	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 24,129.38
	01 - 500GAL 100LL,2500GAL JET A/#106006	14-520-330	AV GAS & JET A FUEL		10,113.25
	02 - 1710 D DIES,400DIES,700 GAS/#106111	23-623-330	FUEL & LUBRICANTS		8,802.91
	03 - 900 D DIES,310DIES,400 GAS/#105039	21-621-330	FUEL & LUBRICANTS		5,213.22
127419	Payee: TYLER PAVLICEK	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 123.90
	01 - REIMB FOR VEST ATTACHMENTS	12-560-491	EMPLOYEE UNIFORMS		123.90
127420	Payee: VERIZON WIRELESS	Status: I	Issued:12-30-2022	Changed:12-30-2022	Check-Amount: 2,186.05
	01 - CELLUAR SVC/ACCT#722356764	12-560-420	COMMUNICATIONS EXPENSE		48.22
	02 - CELLUAR SVC/ACCT#722356764	12-540-420	COMMUNICATIONS EXPENSE		48.22
	03 - BROADBAND SVC/ACCT#722356764	12-540-420	COMMUNICATIONS EXPENSE		189.95
	04 - BROADBAND SVC/ACCT#722356764	12-400-420	COMMUNICATIONS EXPENSE		37.99
	05 - BROADBAND SVC/ACCT#722356764	12-410-420	COMMUNICATION EXPENSE		455.88
	06 - BROADBAND SVC/ACCT#722356764	12-560-420	COMMUNICATIONS EXPENSE		1,063.88

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127420	Payee: VERIZON WIRELESS 07 - BROADBAND SVC/ACCT#722356764 08 - BROADBAND SVC/ACCT#722356764 09 - BROADBAND SVC/ACCT#722356764 10 - BROADBAND SVC/ACCT#722356764 11 - BROADBAND SVC/ACCT#722356764 12 - BROADBAND SVC/ACCT#722356764 13 - BROADBAND SVC/ACCT#722356764	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 2,186.05 12-585-420 COMMUNICATIONS EXPENSE 37.99 12-665-420 COMMUNICATIONS EXPENSE 37.99 21-621-420 COMMUNICATIONS EXPENSE 75.98 22-622-420 COMMUNICATIONS EXPENSE 37.99 23-623-420 COMMUNICATIONS EXPENSE 37.99 24-624-420 COMMUNICATIONS EXPENSE 75.98 12-530-420 COMMUNICATIONS EXPENSE 37.99
127421	Payee: VOCEON 01 - (12) HANDHELD RADIO MICS	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 1,033.00 12-565-340 JAIL SUPPLIES 1,033.00
127422	Payee: WALLER COUNTY ASPHALT, INC 01 - 191.41 TONS COLDMIX/#24273,24265 02 - 50.55 TONS COLDMIX MIX/INV#24324	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 23,005.00 23-623-350 ROAD & BRIDGE MATERIALS 17,419.22 21-621-350 R&B MATERIALS 5,585.78
127423	Payee: WTRACTOR - SEALY 01 - TRACTOR BATTERY/INV#504263	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 61.78 23-623-354 BATTERIES, TIRES & TUBES 61.78
127424	Payee: WHARTON CO JUNIOR COLLEGE 01 - FY22 JUROR DONATIONS	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 144.00 12-200-324 JUROR DONATION - SENIOR CITIZEN PRO 144.00
127425	Payee: YOUENS AND DUCHICELA CLINIC 01 - IHC VISIT/11-8/#SUDGAB0001	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 115.04 12-645-467 MEDICAL, IHC 115.04
127426	Payee: OMNIBASE SERVICES OF TEXAS 01 - CO CLK 4TH QTR OMNI FEES/#7045 02 - JP#1 4TH QTR OMNI FEES/#1045 03 - JP#2 4TH QTR OMNI FEES/#2045 04 - JP#3 4TH QTR OMNI FEES/#3045 05 - JP#4 4TH QTR OMNI FEES/#4045	Status: I Issued:12-30-2022 Changed:12-30-2022 Check-Amount: 390.00 12-200-477 STATE COMPTROLLER-OMNI/FTA FEES 18.00 12-200-477 STATE COMPTROLLER-OMNI/FTA FEES 66.00 12-200-477 STATE COMPTROLLER-OMNI/FTA FEES 90.00 12-200-477 STATE COMPTROLLER-OMNI/FTA FEES 174.00 12-200-477 STATE COMPTROLLER-OMNI/FTA FEES 42.00

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UN-POSTED CHECKS	0	0.00
CHECKS ISSUED	192	304,109.59
CHECKS CASHED	0	0.00
VOID CHECKS	0	0.00
 TOTAL	 192	 304,109.59

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Bks	16,607,802.41	+
Checks	304,109.59	+
<u>Bank</u>	<u>16,911,912.00</u>	*

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CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000118887	LOWRANCE, NANCEE	I	09-30-2022	09-30-2022	2,156.06
0000119082	LOWRANCE, NANCEE	I	10-14-2022	10-14-2022	2,156.06
0000119269	LOWRANCE, NANCEE	I	10-28-2022	10-28-2022	2,156.06
0000119466	LOWRANCE, NANCEE	I	11-15-2022	11-15-2022	2,156.06
0000119628	DORSEY, LAURA	I	11-30-2022	11-30-2022	50.00
0000119634	GOHLKE, ELVIRA	I	11-30-2022	11-30-2022	140.00
0000119699	LOWRANCE, NANCEE	I	11-30-2022	11-30-2022	2,156.06
0000119834	SOCHA, ROBERT J	I	11-30-2022	11-30-2022	1,718.26
0000119891	LOWRANCE, NANCEE	I	12-15-2022	12-15-2022	2,156.06
0000120028	SOCHA, ROBERT J	I	12-15-2022	12-15-2022	1,718.26
0000120047	KUBESCH, DARRELL	I	12-30-2022	12-30-2022	2,152.77
0000120049	WESSELS, DOUGLAS R	I	12-30-2022	12-30-2022	1,957.26
0000120073	TRUCHARD, FRANCIS J	I	12-30-2022	12-30-2022	845.35
0000120085	LOWRANCE, NANCEE	I	12-30-2022	12-30-2022	2,156.06
0000120129	MENSIK, JAMES E	I	12-30-2022	12-30-2022	274.28
0000120149	STANCIK, DARRELL	I	12-30-2022	12-30-2022	403.19
0000120153	BITTNER, KESLIE	I	12-30-2022	12-30-2022	1,406.69
0000120172	SANJUAN, RACHEL	I	12-30-2022	12-30-2022	1,330.76
0000120204	BROWN, VANCE	I	12-30-2022	12-30-2022	1,668.42
0000120208	KLOESEL, GREGORY J	I	12-30-2022	12-30-2022	1,353.03
0000120211	HATTERMANN, KEVIN	I	12-30-2022	12-30-2022	1,393.87
0000120212	HEGER, MARK	I	12-30-2022	12-30-2022	2,482.12
0000120221	SOCHA, ROBERT J	I	12-30-2022	12-30-2022	1,718.26
0000120229	MOLINA, RAMON	I	12-30-2022	12-30-2022	1,794.73
0000120234	JONES, JONITRESS	I	12-30-2022	12-30-2022	1,059.99
REPORT TOTALS			25		38,559.66

#71392 16.24 +
 #7483 3.10 +
 #7494 174,977.69 +
 #7495 18.00 +
 #7496 1,140.00 +
 #7497 39.75 +
 #7498 15.00 +
 TX LIFE 176,209.78 0
 TRANSMEDIA 246.62 +
 AFMC 5,139.17 +
 TCDPS 153,396.28 +
 SSK 83,376.78 +
 VDYR 772.50 +
 EMS check 420,102.97 0
 PIR 95 10,735.00 +
 PIR 95 430,837.97 0
 PIR 95 38,559.66 +
 PIR 95 469,397.63 *
 boots 278.45 +
 JNT 1,330.31 +
 PIR 95 469,397.63 +
 PIR 95 471,006.39 *

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EMS UNIFORM DEPOSITS/REFUNDS					
AS OF OCTOBER 31, 2022					
	UNIFORM		UNIFORM	DATE	CHECK ISSUED
EMPLOYEE NAME	DEPOSIT		REFUND	REFUNDED	12/1/2022
JODI ABKE	50				7600
DILLON ALLEN	150		150	5/19/2019	
SALMAN ALI	75				7601
JUSTIN ALTUM	150				7602
THOMAS BAKER	150				7603
ANDREA BENAVIDEZ	75				7604
JAMES BIALAS	150				7605
CHAD BITTNER	150				7606
FALIN BRADEN	125		125	6/30/2016	
REID BRASHER	150				7607
CYRUS BUECHE	75				7608
TALLON CANARIS	150				7635
SHELBY CHANCEY	175				7610
BOBBY CHARLES	175				7611
JAMES CHOLLETT	150				7612
JOSH CHOLLETT	150				7613
CHRISTOPHER CHOMEL	150				7614
BRIAN CHOVANEC	150				7615
KEN COLWELL	75				7616
KRISTI COX	100				7617
AMANDA DANIEL	150		150	3/24/2016	
DARRIN DRISKILL	75				7618
PAM EPPERLY	150				7619
JANNESSA EVANICKY	35 150		115	5/27/2016	7620
KATHY FLEMING	150		150	12/30/2015	
ROGER DEAN	150		150	10/26/2018	
ESTHER FRANCO	150		150	11/27/2017	
MICHAEL FURRH	150				7621
STEPHEN GARCIA	150				7622
GERARD GIERLOFF	150		150	3/15/2018	
CODY GOODMAN	100		100	7/31/2017	
COLIN GODMINTZ	150				7623
REBEKAH GONZALEZ	150				7624
DUBIEL GONZALEZ	225 250		25	8/30/2018	7626
STEVEN GORE	150				7627
DUSTIN GREENWOOD	175				7628
KAYLENE GRIGAR	150		150	2/28/2019	
MATT GUNDELACH	150				7688
SHAWN HAJEK	200				7630
ALAN HANNA	150				Pd to Colo Co
DAMON HARKINS	230 300		70	10/27/2017	7632
BRITTNIE HENSLEY	150				7633
ROSEMERY HERNANDEZ	100				7634

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ERIC HESS		150				7636
LACEY HINZE-ABBOTT		150				7637
MARILYN HINZE		150				7638
JONATHAN HOGAN		25	25	6/30/2016		
DANIEL HOOPER		150				7639
MATTHEW HOOTEN		175				7640
THERESA IVIE		150				7689
DAVID JANESE		150				7642
ARMANDO JIMENEZ		150				7643
JAMES JONES		175				7644
TREVOR JONES		150				7645
CLIFFORD JOHNSON		150				7646
CORON JOHNSON		175				7647
KARL JOHNSON		150	150	4/25/2016		
KELLY KANZ		150	150	11/18/2018		
LUKE KANZ		150	150	9/14/2018		
TYLER KASKA		150	150	7/12/2019		
MICHELLE KING		75				7648
LAURE KONARIK		150				7649
JERALD KRENEK		150				7650
JOSH LASLIE		150	150	5/11/2017		
JUSTIN LASLIE	50	200	150	8/15/2018		7652
KRISTAN LASLIE		150	150	10/12/2018		
ADAN LOPEZ		125	125	11/27/2017		
ELIZABETH LOPEZ	80	230	150	3/15/2018		7653
JOSHUA LOPEZ		150				7651
EDDIE LOSOYA		150	150	5/30/2017		
ALYSSA MARSALIA		150	150	5/27/2016		
VICTORIA MARSHALL		150				7654
SHERYRE MATHEWS		150	150	10/30/2015		
KELLY MAYTUBBY		150				7655
TAWNY MCANALLY		150				7656
BRANDON MCLEOD		150				7657
JAMES MCLEOD		150				7658
CHRISTY MCSWAIN		150	150	6/16/2016		
AARON MICA		150	150	4/26/2019		
GUY MINSHALL		150				7659
DAVID MITCHEM		150				7660
TYLER MOELLER		150	150	1/27/2017		
DEVANTE MORALES		125	125	4/12/2019		
BRIAN MORRISON		200				7661
RUSSELL MUNOZ		200				7662
JOHN MURRAY		150				7663
CORINNE SMIDOVIC		150				7664
TIFFANY NELSON	125	275	150	2/28/2019		7665
TAMARA ORANGE		150				7666
DAVID PEAVY		150	150	1/29/2020		

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

January 9, 2023

CASSANDRA REDDIN	40	150	110	5/27/2016	7667
MOHAMED SAADI		200			7668
WILLIE SALDANA		150			7669
ALETHA SANCHEZ		150			7670
LEE SAUDER		150			7671
BETHANY SHINE		150			7672
BRITTANY SHINE		150			7673
STEVEN SILVER		150			7674
JASON SPRAGUE		150			7675
CODY STANSBERRY		150	150	5/11/2017	
EWALD STEIN		270	300	7/13/18&12/19/18	
HUTCH STILGENBAUER		100			7676
JASON SWEAT		175			7677
NICHOLAS TEAGUE		200	250	3/29/19&8/30/18	
BRITTANY TESCH		150			7678
JACOB TOLLETTE		150			7679
TANA VALLONE	150	250	100	1/29/2016	7680
JADRIEN URIAS		150			7681
WILLIAM WARD		125			7682
DUSTIN WATKINS		150			7683
MEGHAN WATTS	25	200	175	11/27/2017	7684
DANIEL WELCH		100			7685
JUANITA WILKERSON		50			7686
KRISTAN WOYTEK		150			7687
BRADLEY WUNDERLICH		150	150	6/30/2017	
TOTAL		17325	5395		

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

January 9, 2023

_41. Affidavit approving County Treasurer's Monthly Report for December 2022.

Motion by Judge Prause to approve Affidavit approving County Treasurer's Monthly Report for December 2022; 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

January 9, 2023

COMMISSIONERS COURT

COUNTY OF COLORADO

AFFIDAVIT

COUNTY TREASURER'S MONTHLY REPORT FOR

DECEMBER 31, 2022

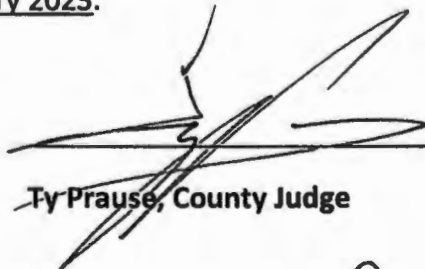
WHEREAS, in accordance with Texas Local Gov't Code, §114.026(c) we, the undersigned, hereby certify and approve to the best of our knowledge and belief, that the attached information is a true and complete list of all amounts received and paid from each fund since the County Treasurer's preceding report, 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 DECEMBER 31, 2022, is \$22,848,935.03.



Joyce Guthmann, County Treasurer

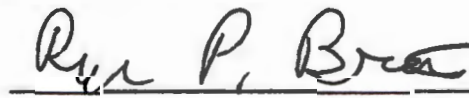
Approved this 9th of January 2023.



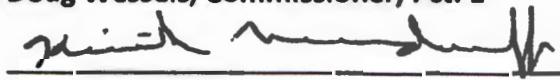
Ty Prause, County Judge



Doug Wessels, Commissioner, Pct. 1



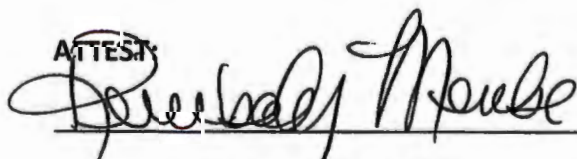
Ryan Brandt, Commissioner, Pct. 2



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**

January 9, 2023

COLORADO COUNTY
AFFIDAVIT SUMMARY
DECEMBER 31, 2022

BOOK BALANCE as of 12/31/2022	\$	21,282,182.20
OUTSTANDING CHECKS		773,507.22
OUTSTANDING DEPOSITS NOT RECORDED ADJUSTMENTS		
INTEREST		19,738.41
		<hr/>
BANK BALANCE as of 12/31/2022	\$	22,075,427.83
 BANK BALANCE as of 12/31/2022	 \$	 22,075,427.83
LESS OUTSTANDING CHECKS		773,507.20
PLUS OUTSTANDING DEPOSIT ADJUSTMENTS		
 ADJUSTED BANK BALANCE as of 12/31/2022	 \$	 22,848,935.03
		<hr/> <hr/>
 BOOK BALANCE as of 12/31/2022	 \$	 22,848,935.03
INTEREST		-
OUTSTANDING DEPOSITS		-
ADJUSTMENTS		-
NOT RECORDED		-
		<hr/>
 ADJUSTED BOOK BALANCE as of 12/31/2022	 \$	 22,848,935.03
		<hr/> <hr/>

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

January 9, 2023

COLORADO COUNTY TREASURER'S RECONCILIATION REPORT DECEMBER 31, 2022								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 8,772,395.48	\$ 201,293.74	\$ -		\$ -	\$ -	\$ 8,973,689.22
13-010-100	RECORDS PRESERVATION	\$ 746,098.08	\$ -				\$ -	\$ 746,098.08
14-010-100	AIRPORT FUND	\$ 105,897.23	\$ 10,409.16				\$ -	\$ 116,306.39
21-010-100	R & B - PCT. #1	\$ 1,585,932.51	\$ 16,507.83				\$ -	\$ 1,602,440.34
22-010-100	R & B - PCT. #2	\$ 1,130,818.89	\$ 27,584.09				\$ -	\$ 1,158,402.98
23-010-100	R & B - PCT. #3	\$ 1,762,836.75	\$ 30,074.11				\$ -	\$ 1,792,910.86
24-010-100	R & B - PCT.#4	\$ 1,920,833.14	\$ 5,977.31				\$ -	\$ 1,926,810.45
31-010-100	ELECTION FUND	\$ 21,932.68	\$ -				\$ -	\$ 21,932.68
32-010-100	HAVA CARES ACT	\$ 3,901.54	\$ 12,043.37				\$ -	\$ 15,944.91
45-010-100	LEOSE FUND	\$ 26,909.62	\$ 160.50				\$ -	\$ 27,070.12
50-010-100	SECURITY FUND	\$ 59,342.15	\$ -				\$ -	\$ 59,342.15
55-010-100	LAW LIBRARY	\$ 141,530.72	\$ 59.48				\$ -	\$ 141,590.20
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 15,313.19	\$ -				\$ -	\$ 15,313.19
62-010-100	CO & DIST COURT TECH FUND	\$ 33,069.93	\$ -				\$ -	\$ 33,069.93
65-010-100	HISTORICAL COMMISSION	\$ 5,885.38	\$ -				\$ -	\$ 5,885.38
70-010-100	CAPITAL PROJECTS FUND	\$ 977.53	\$ -				\$ -	\$ 977.53
75-010-100	INTEREST & SINKING	\$ 261,306.36	\$ -				\$ -	\$ 261,306.29
80-010-100	HOT CHECK FUND	\$ 12,821.23	\$ -				\$ -	\$ 12,821.23
	GROUP TOTAL	\$ 16,607,802.41	\$ 304,109.59	\$ -		\$ -	\$ -	\$ 16,911,912.00
90-010-120	PAYROLL	\$ 278.45	\$ 469,397.63				\$ 1,330.31	\$ 471,006.39
15-010-150	FORFEITURE FUND - SHERIFF	\$ 49,987.00					\$ 197.27	\$ 50,184.27
16-010-160	AMERICAN RESUE PLAN	\$ 4,267,774.31					\$ 16,835.62	\$ 4,284,609.93
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 299,465.12	\$ -				\$ 1,185.34	\$ 300,650.46
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 48,132.11	\$ -				\$ 189.87	\$ 48,321.98
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 8,742.80	\$ -				\$ -	\$ 8,742.80
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	REPORT TOTAL	\$ 21,282,182.20	\$ 773,507.22	\$ -	\$ -	\$ -	\$ 19,738.41	\$ 22,075,427.83

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

January 9, 2023

_42. Examine and approve all accounts payable and budget amendments.

Commissioner Gertson asked to add invoice #3313 from Schindler Propane in the amount of \$150.00.

Motion by Commissioner Gertson to approve all accounts payable and budget amendments; 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**

January 9, 2023

0475-COUNTY ATTORNEY
12/31/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
TIME:10:32 AM CLAIMS FOR PAYMENT AS OF DECEMBER 30, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AMAZON CAPITAL SERVICES	237904	R	(4)256GB FLASH DRVS/#19VP-KN6M-TXGN	93.92
	CHASE CARD SERVICES	237926	R	2 NITE HOTEL TDCAA ELECT PROS CONF	278.00
	CHASE CARD SERVICES	237927	R	TDCAA OFFENSE REPORT MANUAL	36.00
	RELX INC.	238125	R	DEC ONLINE SUBSCRIPTION/#422LRRVBR	178.26
	TRANSUNION RISK & ALTERNATIVE	238128	R	PEOPLE SEARCHES/#3133931	75.00
	XEROX FINANCIAL SERVICES	238068	R	XEROX LEASE PYMT/INV#3657364	300.00
	DEPARTMENT TOTAL				961.18
0495-COUNTY AUDITOR'S OFFICE					
	XEROX FINANCIAL SERVICES	238065	R	XEROX LEASE PYMT/INV#3657364	125.00
	DEPARTMENT TOTAL				125.00
0497-COUNTY TREASURER					
	CDW GOVERNMENT	237922	R	DELL 9315 LAPTOP/INV#FT64431	1,083.58
	JOYCE GUTHMANN	238001	R	2022 MILEAGE THRU JAN-JUNE	231.66
	JOYCE GUTHMANN	238002	R	2022 MILEAGE THRU JULY - DEC	232.50
	DEPARTMENT TOTAL				1,547.74
0499-TAX ASSESSOR-COLLECTOR					
	PRESTIGE OFFICE PRODUCTS, LLC	238070	R	TABLE AND RIBBON/INV#128076	142.61
	DEPARTMENT TOTAL				142.61
0510-COURTHOUSE BUILDING					
	A L & M BUILDING SUPPLY	238071	R	FILTERS & BATTERY/CUST#5135	62.61
	A L & M BUILDING SUPPLY	238072	R	KLEENEX/CUST#5135	18.13
	A L & M BUILDING SUPPLY	238073	R	BULBS & TAPE/CUST#5135	89.81
	A L & M BUILDING SUPPLY	238074	R	FREEZE PROTECTION/CUST#5135	106.24
	AQUA BEVERAGE COMPANY	237909	R	COOLER RENT/ACCT#012337	12.99
	CHASE CARD SERVICES	237931	R	XMAS BALL ORNAMENTS-CRTHSE TREE	49.35
	CHASE CARD SERVICES	237932	R	HOT-COLD STEM ASSEMBLY	104.07
	CITY OF COLUMBUS	237938	R	PROBATION UTILS TO 12-15/07-1180-02	60.00
	CITY OF COLUMBUS	237939	R	JP#3 UTILITIES TO 12-15/#09-0710-01	60.00
	CITY OF COLUMBUS	237940	R	CRTHSE UTILS TO 12-15/#09-0900-00	411.15
	CITY OF COLUMBUS	237941	R	ANNEX UTILS TO 12-15/#09-1055-00	241.90
	CITY OF COLUMBUS	237942	R	SVC FAC UTILS TO 12-15/#11-0490-00	211.56
	CITY OF COLUMBUS	237943	R	CRTHS SPRINKLR TO 12-15/#09-1040-00	498.70
	CITY OF COLUMBUS	237944	R	ANNEX SPRINKLR TO 12-15/#09-1065-00	30.00
	CITY OF COLUMBUS	237968	R	AG BLDG UTILS TO 12-15/#09-1060-00	166.88
	CITY OF EAGLE LAKE	237948	R	JP4 UTILITES TO 12-15/#01-0040-01	76.80
	CITY OF WEIMAR	237949	R	JP#2 UTILITIES TO 12-16/#11-0250-01	405.82
	CITY OF WEIMAR	237950	R	EMS UTILITIES TO 12-16/#33-0348-00	347.05
	CONSTELLATION NEW ENERGY, INC.	237969	R	TRAVIS STREETLIGHTS TO 12/28	10.54
	CONSTELLATION NEW ENERGY, INC.	237970	R	TRAVIS STREETLIGHTS TO 12/28	10.54
	CONSTELLATION NEW ENERGY, INC.	237971	R	RADIO TOWER ELECTRICITY TO 12/29	5.86
	CONSTELLATION NEW ENERGY, INC.	237972	R	JP#4 ELECTRICITY TO 12/27	376.47
	CONSTELLATION NEW ENERGY, INC.	237973	R	STREETLIGHTS TO 12/29	12.72
	CONSTELLATION NEW ENERGY, INC.	237974	R	EL EMS ELECTRICITY TO 12/15	321.77
	GFL ENVIRONMENTAL	238120	R	DEC MONTHLY TRASH SVC/ACCT#AC003680	39.09
	SAN BERNARD ELECTRIC COOP, INC.	238093	R	TOWR ELECTRICITY TO 12-19/#3465300	38.00
	DEPARTMENT TOTAL				3,768.05
0525-SEPTIC SYSTEM/FLOODPLAIN					
	PRESTIGE OFFICE PRODUCTS, LLC	238029	R	HARD DRIVE & SHARPIES/INV#128276	240.69
	PRESTIGE OFFICE PRODUCTS, LLC	238030	R	LAMNIATE POUCHES/INV#128374	47.98
	DEPARTMENT TOTAL				288.67
0530-EMERGENCY MANAGEMENT					

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

January 9, 2023

12/31/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
 TIME:10:32 AM CLAIMS FOR PAYMENT AS OF DECEMBER 30, 2022 CYCLE: ALL PAGE 5
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VERIZON WIRELESS	238108	R	BROADBAND SVC/ACCT#722356764	1,063.88
	XEROX FINANCIAL SERVICES	238061	R	XEROX LEASE PYMT/INV#3663641	269.72
	DEPARTMENT TOTAL				15,457.32
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	238075	R	FLAGS FOR SO/CUST#5134	74.97
	CAPITAL ONE	237919	R	INMATE RX & SHAMPOO/TR#07593,05132	14.13
	CAPITAL ONE	238078	R	INMATE RX/TR#00146	6.71
	CAPITAL ONE	238079	R	JAIL BINDERS/TR#05352	372.21
	CITY OF COLUMBUS	237945	R	JAIL UTILITIES TO 12-15/#11-0010-00	5,225.95
	CITY OF COLUMBUS	237946	R	JAIL SPRINKLERSTO 12-15/#11-0030-00	30.00
	COLUMBUS COMMUNITY HOSPITAL	237960	R	INMATE VISIT/11-1/#20474502	1,554.90
	COLUMBUS PLUMBING & SERVICE, INC.	237961	R	JAIL REPAIRS/INV#3739, 3735	1,422.05
	CONCORD MEDICAL GROUP, PLLC	237966	R	INMATE VISIT/10-24/#0102029547	101.00
	CONSTELLATION NEW ENERGY, INC.	237977	R	JAIL ELECTRICITY TO 12/29	4,180.90
	H.E. BUTT GROCERY COMPANY	237990	R	INMATE LETTUCE/#811535	17.80
	H.E. BUTT GROCERY COMPANY	237991	R	INMATE LETTUCE/#599848	35.60
	LABATT FOOD SERVICE	238010	R	WEEKLY FOOD ORDER/INV#12261163	2,445.65
	VOCEON	238116	R	(12) HANDHELD RADIO MICS	1,033.00
	XEROX FINANCIAL SERVICES	238067	R	XEROX LEASE PYMT/INV#3657364	250.00
	DEPARTMENT TOTAL				16,764.87
0580-VETERAN SERVICE OFFICER					
	AMAZON CAPITAL SERVICES	237899	R	USB SMARTCARD RDR/INV1DTT-K4GQ-1T3V	16.99
	DEPARTMENT TOTAL				16.99
0585-INFORMATION TECHNOLOGY					
	AT&T MOBILITY	237913	R	NOV FIRSTNET CELL SVC/FAN#58192460	91.81
	CHASE CARD SERVICES	237923	R	VSO CELL PHONE	14.00
	VERIZON WIRELESS	238109	R	BROADBAND SVC/ACCT#722356764	37.99
	DEPARTMENT TOTAL				143.80
0640-CONTRACT SERVICES					
	HENNEKE FUNERAL HOME, LTD.	237992	R	REMOVAL OF BODY	395.00
	DEPARTMENT TOTAL				395.00
0645-INDIGENT HEALTH CARE					
	YOUENS AND DUCHICELA CLINIC	238118	R	IHC VISIT/11-8/#SUDGAB0001	115.04
	DEPARTMENT TOTAL				115.04
0665-AGRI EXTENSION SERVICE					
	TIME WARNER CABLE ENTERPRISES LLC	238046	R	INTERNET @ AG BLDG	130.68
	VERIZON WIRELESS	238110	R	BROADBAND SVC/ACCT#722356764	37.99
	XEROX FINANCIAL SERVICES	238069	R	XEROX LEASE PYMT/INV#3657364	477.77
	DEPARTMENT TOTAL				646.44
0680-DEPT OF PUBLIC SAFETY					
	AT&T MOBILITY	237911	R	NOV FIRSTNET CELL SVC/FAN#58192460	205.19
	DEPARTMENT TOTAL				205.19
0695-MISCELLANEOUS					
	AMAZON CAPITAL SERVICES	237902	R	1099&W-2 ENVELOPES/#177M-L91W-YNPR	107.98
	AMAZON CAPITAL SERVICES	237903	R	W2 ENVELOPES & FORMS/#19VP-KN6M-3PVJ	47.61
	CHASE CARD SERVICES	237925	R	SHIPPING CHGS FOR RADIO REPAIRS	52.92
	DALE E RERICH	237981	R	(7) COYOTE BOUNTIES	70.00
	PRESTIGE OFFICE PRODUCTS, LLC	238026	R	COPY PAPER/INV#128116	86.96
	RAYMIE KANA	238035	R	MILEAGE TO R&B PRCT2 FOR INVENTORY	19.63

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
January 9, 2023**

0453-JUSTICE OF THE PEACE #3
01/09/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
TIME:07:43 AM CLAIMS FOR PAYMENT AS OF JANUARY 6, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	TEXAS ASSOCIATION OF COUNTIES	238253	A	JPCA MEMBERSHIP DUES/INV#7581	70.00
	TEXAS ASSOCIATION OF COUNTIES	238254	A	JPCA MEMBERSHIP DUES/INV#216133	70.00
	TEXAS STATE UNIVERSITY	238294	A	FY23 EXP COURT PERSONNEL/INV#63702	260.00
	DEPARTMENT TOTAL				400.00
0454-JUSTICE OF THE PEACE #4	STAN WARFIELD	238245	A	REIMB FOR REGIS FOR FY23 JP SEMINAR	315.00
	DEPARTMENT TOTAL				315.00
0475-COUNTY ATTORNEY	TAC RISK MANAGEMENT POOL	238267	A	2023 CTY ATTY INVESTIGATR AUTO LIAB	100.00
	TDCAA	238246	A	FY23 INVESTIGATOR CONF/INV#217835	350.00
	DEPARTMENT TOTAL				450.00
0510-COURTHOUSE BUILDING	CONDR COMMUNICATIONS	238218	A	911RA ALARM SYSTEM MONITORING/67885	20.00
	JOHNNY B GOOD LOCK & SAFE	238303	A	REKEY 3 LOCKS & CUT 8 KEYS/INV#2117	179.00
	OTIS ELEVATOR CO	238238	A	2023 ELEVATOR MAINT PRICE ADJUSTMNT	153.51
	TAC RISK MANAGEMENT POOL	238292	A	PROPERTY COVERAGE 1/1-6/30/2023	53,383.50
	DEPARTMENT TOTAL				53,736.01
0530-EMERGENCY MANAGEMENT	TAC RISK MANAGEMENT POOL	238265	A	2023 EOC AUTO LIAB	200.00
	TAC RISK MANAGEMENT POOL	238284	A	2023 APD LIAB COVERAGE - EOC	740.00
	DEPARTMENT TOTAL				940.00
0540-EMS DIRECTOR/AMBULANCE	CE SOLUTIONS	238216	A	1YR UNLIMITED CEU PROGRAM/INV224833	654.00
	CURTIS VAN HOUTEN, PLLC	238331	A	1ST QTR AS PER BUDGET	375.00
	DR. BART KLAUS	238332	A	1ST QTR AS PER BUDGET	1,250.00
	DR. RAMON CANTU D.O., PLLC	238329	A	1ST QTR AS PER BUDGET	375.00
	DSS DRIVING SAFETY SERVICES, LLC	238227	A	2023 MANAGEMENT FEE/INV#22-1485513	200.00
	LAVACA COUNTY	238231	A	4TH QTR HEALTH INS EMS DIR M.FURRH	1,427.19
	LINDSEY TIJERINA	238328	A	1ST QTR AS PER BUDGET	2,500.00
	MEDPRO WASTE DISPOSAL, LLC	238233	A	MEDICAL WASTE/INV#735248	232.50
	QUADMED, INC.	238240	A	AMBULANC SUPPLIES/INV#228059,228304	1,259.43
	RAYMOND RUSSELL THOMAS, JR	238330	A	1ST QTR AS PER BUDGET	375.00
	STATION AUTOMATION INC	238239	A	PSTRAX-LICENSE RENEWAL/INV#4261	5,025.00
	TAC RISK MANAGEMENT POOL	238264	A	2023 EMS AUTO LIAB	1,934.00
	TAC RISK MANAGEMENT POOL	238282	A	2023 APD LIAB COVERAGE - EMS	7,721.00
	TEXAS AMBULANCE ASSOC	238248	A	MEMBERSHIP DUES/MICHAEL FURRH	500.00
	DEPARTMENT TOTAL				23,828.12
0551-CONSTABLE, PCT #1	TAC RISK MANAGEMENT POOL	238272	A	2023 CONSTABLE #1 AUTO LIAB	201.00
	TAC RISK MANAGEMENT POOL	238291	A	2023 APD LIAB COVERAGE - CONST PCT1	358.00
	TEXAS ASSOCIATION OF COUNTIES	238249	A	JPCA MEMBERSHIP DUES/INV#209626	70.00
	DEPARTMENT TOTAL				629.00
0552-CONSTABLE, PCT #2	TAC RISK MANAGEMENT POOL	238273	A	2023 CONSTABLE #2 (POV) AUTO LIAB	200.00
	DEPARTMENT TOTAL				200.00
0553-CONSTABLE, PCT #3	TAC RISK MANAGEMENT POOL	238274	A	2023 CONSTABLE #3 (POV) AUTO LIAB	100.00
	DEPARTMENT TOTAL				100.00
0555-911 RURAL ADDRESSING					

**MINUTES OF THE COLORADO COUNTY
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 January 9, 2023**

FUND TOTAL 464,784.06
 01/09/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 4
 TIME:07:43 AM CLAIMS FOR PAYMENT AS OF JANUARY 6, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	DSS DRIVING SAFETY SERVICES, LLC	238223	A	2023 MANAGEMENT FEE/INV#22-1485513	50.00
	SCT BROADBAND	238243	A	PCT#1 INTERNET/ACCT#1869	50.00
	TAC RISK MANAGEMENT POOL	238275	A	2023 R&B PCT#1 AUTO LIAB	1,851.00
	TAC RISK MANAGEMENT POOL	238287	A	2023 APD LIAB COVERAGE - R&B PCT#1	1,943.00
	TEXAS DISPOSAL SYSTEMS, INC.	238293	A	PCT1 MONTHLY TRASH SVC/#10-00116755	192.50
	DEPARTMENT TOTAL				4,086.50
	FUND TOTAL				4,086.50

**MINUTES OF THE COLORADO COUNTY
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January 9, 2023

COLORADO COUNTY
318 Spring St. - Room 104
Columbus, Texas 78934
(979) 732-2791

DISTRIBUTION
White-Auditor
Pink-Department

VENDOR (Name and Address) CMRS-FP					PURCHASE ORDER No. _____ Date <u>1</u> <u>8</u> 2023 Month Day Year		
Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor	Fund	Dept	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
	12	698	311				
Quantity	DESCRIPTION					Unit Price	Amount
	POSTAGE FOR MACHINE CIN #10600976543						3000.00
	INV# 238333						
					3000.00		
<input type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed				COMBINATION FORM REQUISITION AND PURCHASE ORDER			

Treas.
J. Guthrie
Department
Signature

CONDITIONS AND INSTRUCTIONS

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

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

AUDITOR

CMRS-FP
PO Box 7247-0118
Philadelphia, PA 19170-0118

CMRS-FP
PO Box 0606
Carol Stream, IL 60132-0606

CMRS-FP
ATTN: Lock Box Dept. 0606 Third Floor
8430 West Bryn Mawr Ave.
Chicago, IL 60631

OTHER USPS POSTAGE PAYMENT OPTIONS

CREDIT CARDS: 15 Minutes
E-CHECK: 48 Hours

Currently you can process postage requests by credit card or e-check online at go.usps.com. Just click on myFFlag, enter your 8-digit FP account number and your 5-digit billing ZIP code, and then click on "Pay Postage". The fee schedule is below. A maximum of \$1000 per credit card transaction applies for postage. There is no maximum for e-checks. We suggest you process online but if you don't have web access, we can take your credit card over the phone by calling Customer Care at 800/341-8062. There is an additional fee of \$4.00 for phone processing with a representative.

SUMMARY OF POSTAGE OPTIONS AND FEES

Direct Payment or Re-occurring payment	Prepay by check	Direct Deposit, Wire or ACH Transfer	e-check online	e-check by phone	Credit Card online	Credit Card by phone
\$0	\$0	\$0	\$1	\$5	\$15	\$19

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

January 9, 2023

- _43. 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)**

Michelle Lowrance stated she was given notification that the CDBG-MIT-MOD application was filed by Langford.

Michael Furrh stated he plans to begin offering CPR classes in the near future.

Commissioner Gertson said he was glad we made it thought the weekend. There were lots of wind but very little rain. He also welcomed Ryan Brandt and said he looked forward to working with him.

Commissioner Neuendorff extended congratulations to Ryan Brandt.

Judge Prause welcomed Ryan Brandt and congratulated Michelle Lowrance on her first Commissioners Court Meeting.

Ryan Brandt reported that he had a slow week. He did a lot of driving to check out the precinct. He leaves tomorrow for New Commissioners Conference.

Commissioner Wessels welcomed everyone new and looks forward to working together.

- _44. 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.

- _45. Adjourn.**

Motion by Judge Prause to adjourn at 11:12 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of January 9, 2023 is available in the County Clerk's Office.

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

January 9, 2023

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 9th day of January 2023 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 9th day of January 2023.

Given under my hand and official seal of office this date January 9, 2023.

