

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: September 23, 2019 – 9:00 A. M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

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

**On this the 23rd day September 2019, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

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

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

**County Judge Ty Prause called the meeting to order at 9:06 A.M., followed by Pledges to the United States Flag and Texas Flag.**

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

**\_\_1. Agenda as posted.**

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

FILED FOR RECORD  
COLORADO COUNTY, TX

2019 SEP 19 PM 3:59

KIMBERLY MENKE  
COUNTY CLERK

DATE OF MEETING: September 23, 2019 – 9:00 A. M.  
BUILDING: Colorado County Courthouse, County Courtroom  
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Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

1. Agenda as posted.
2. Public comments.
3. Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout Texas and designating October 6-12, 2019 as "National 4-H Week".
4. Proclamation recognizing October 6, 2019 as German-American Day.
5. Audience to John Howell with The GMS Group, L.L.C. regarding potential refunding of Series 2008 and 2012 CO's. (Kana)
6. Audience to Chip Schneider/IT Department regarding Cyber Security Awareness.
7. Application of Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Precinct No. 3. (Hahn)
8. Application of Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of County Road 200, Precinct No. 2. (Kubesch)
9. Road Use Agreement between Colorado County and Strike LLC, to use Weishuhn Road, Ehlinger Road, and Dvorak Road, Precinct No. 3. (Hahn)
10. Interlocal Cooperation Agreement between Fort Bend County and Colorado County for Jail Services. (Wied)
11. Health Service Agreement between Catapult Health, LLC and Colorado County. (Kana)
12. 2020 Colorado County Resolution supporting Indigent Defense Program Grant. (Kana)
13. VINE (Victim Information and Notification Everyday) Service Agreement between Appriss Safety and Colorado County. (Kana)
14. Pay for County employees and dependents on employees' health plan for flu vaccinations from Healthy Rewards Program. (Kana)
15. Authority to apply for Columbus Community and Industrial Development Corporation 2019 – 2020 Community Development Grant for Christmas decorations for the Courthouse Square. (Prause)
16. Authority to apply for Hazardous Household Waste Grant through Houston-Galveston Area Council. (Gertson)
17. Appoint representation to Houston-Galveston Area Council's General Assembly and Board of Directors for 2020.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_18. Consent Items:
  - a. County Commissioners Annual Road Reports for 2019.
- \_19. Examine and approve all accounts payable and budget amendments.
- \_20. Announcements (without discussion and no action) by elected officials/department heads.
- \_21. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_22. Adjourn.

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

**MINUTES OF THE COLORADO COUNTY  
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SEPTEMBER 23, 2019**

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

**Judge Prause reported there was (1) Public Comment Rules Form completed by**

**John Howell with The GMS Group, LLC, who stated he will wait until Agenda**

**Item #5 to address the Court.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

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) John F. Hawick Jr

Which agenda item do you wish to address? #5

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

John F. Hawick Jr  
Signature

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_\_\_3. Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout Texas and designating October 6-12, 2019 as "National 4-H Week".

**Ja'Shae Horn, County Extension Agent was present and thanked the Court for everything they do to help with their program, and picture was taken with the Court.**

**Motion by Judge Prause to approve Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout Texas and designating October 6-12, 2019 as "National 4-H Week"; 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  
SEPTEMBER 23, 2019



# Proclamation

WHEREAS, The Colorado County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout the Lone Star State; and

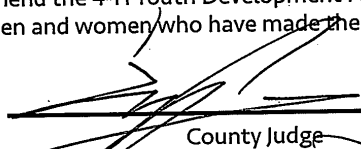
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

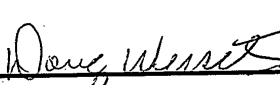
WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, The the Commissioners Court, hereby designated October 6-12, 2019 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner Precinct 1

  
\_\_\_\_\_  
Commissioner Precinct 2

  
\_\_\_\_\_  
Commissioner Precinct 3

  
\_\_\_\_\_  
Commissioner Precinct 4

September 23, 2019  
\_\_\_\_\_  
Date

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**\_\_4. Proclamation recognizing October 6, 2019 as German-American Day.**

**Judge Prause read Proclamation recognizing October 6, 2019 as German-American Day to the Court. He asked those in attendance to come forth to have their picture taken with the Court, and those being: Catherine Haluska, Leon Dittmar, Jr., Verna Nell Dittmar, Fritz Willms, Seigfried Keierleber, Harvey Frers, Shirley Frers, Ada Eben and Winfred Eben.**

**Motion by Judge Prause to approve Proclamation recognizing October 6, 2019 as German-American Day; seconded by Commissioner Hahn; 5 ayes 0 naves; motion carried, it was so ordered.**

**(See Attachment)**



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

**WHEREAS**, on October 6, 1683, 13 families landed in Philadelphia, having set sail from the German city of Krefeld. These pioneers founded the first German settlement in America: Germantown, Pennsylvania. Since this auspicious beginning, millions of German immigrants have come to our Nation in pursuit of personal and religious freedoms and economic opportunity.

**WHEREAS**, the German immigration to Texas began in the 1830's and developed in large part through the initiative of Johann Friedrich Ernst, known as the 'Father of German Immigration', his settlement of Industry being the first German town in Texas.

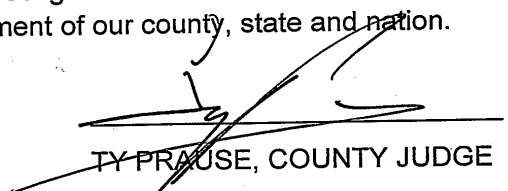
**WHEREAS**, German settlers arrived in Colorado County in 1832 and continued settling here for many years.

The sons and daughters of German immigrants have served this County and this Country steadfastly in all fields, and continue to celebrate their heritage.

**NOW, THEREFORE**, I, Ty Prause, Judge of Colorado County, Texas, do hereby proclaim October 6, 2019, as

**GERMAN-AMERICAN DAY**

We call upon all citizens to recognize the vital role that German-Americans have played in the development of our county, state and nation.

  
TY PRAUSE, COUNTY JUDGE  
COLORADO COUNTY, TEXAS

Date: September 23, 2019

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- \_\_\_5. Audience to John Howell with The GMS Group, L.L.C. regarding potential refunding of Series 2008 and 2012 CO's. (Kana)

**Present today was John Howell with the GMS Group, L.L.C. Mr. Howell handed out literature from the GMS Group and other reports regarding sources and users, refunding effects and issuance expenses. Mr. Howell informed that August had the lowest rates in years and that Colorado County has a Double A rate. It was decided by the Court to allow Mr. Howell to continue to advise the Court regarding Bonds.  
(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**



*Galleria Financial Center ■ 5075 Westheimer, Suite 1175 ■ Houston, Texas 77056-5606*

**G-42 DISCLOSURE INFORMATION**

September 20, 2019

Judge Ty Prause  
County Judge & Commissioner's Court of  
Colorado County, Texas  
400 Spring St., Room 107  
Columbus TX 78934

The following information provides certain additional disclosure required by Rule G-42 of the Municipal Securities Rulemaking Board (the "MSRB"), to current clients of The GMS Group, L.L.C. ("GMS") that have entered into contracts such as the financial advisory contract between GMS, located at 5075 Westheimer, Suite 1175, Houston, TX 77056-5606 and the Commissioner's Court (the "Court") and Colorado County, Texas (the "County" and the "Contract").

***Fiduciary Duty***

The GMS Group, L.L.C. is registered as a broker/dealer and as a Municipal Advisor with the United States Securities and Exchange Commission (the "SEC") and the MSRB. As a Municipal Advisor, GMS has a Fiduciary Duty to the County and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

**Duty of Care:**

- a. exercise due care in performing its municipal advisory activities;
- b. possess the degree of knowledge and expertise needed to provide the County with informed advice;
- c. make a reasonable inquiry as to the facts that are relevant to the County's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the County; and
- d. undertake a reasonable investigation to determine that GMS is not forming any recommendation on materially inaccurate or incomplete information; GMS must have a reasonable basis for:
  - i. any advice provided to or on behalf of the County;

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the County, any other party involved in the municipal securities transaction or municipal financial product, or investors in the County's securities; and
- iii. any information provided to the County or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

*Duty of Loyalty:*

GMS must deal honestly and with the utmost good faith with the County and act in the County's best interests without regard to the financial or other interests of GMS. GMS will eliminate or provide full and fair disclosure (included herein) to the County about each material conflict of interest (as applicable). GMS will not engage in municipal advisory activities with the County as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the County's best interests.

***Conflicts of Interest and Other Matters Requiring Disclosures***

After reasonable inquiry and reasonably anticipated, there are no actual or potential conflicts of interest that GMS is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty as of the date of the G-42 Disclosure Information document. If GMS becomes aware of any potential conflicts of interest that arise after this disclosure, GMS will disclose the detailed information in writing to the County in a timely manner.

GMS does have an inherent conflict of interest relative to compensation for municipal advisory activities to be performed, that are contingent on the size or closing of any transactions for which GMS is providing advice. This inherent conflict of interest will not impair GMS from fulfilling its fiduciary duty to the County.

The fee paid to GMS as a part of any transaction (like any transaction cost) increases the cost of borrowing for the County.

GMS has not and will not act as a principal in any transaction with the County, but will serve only as Financial Advisor with a fiduciary duty to the County.

GMS does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by GMS.

GMS has not made any payments directly or indirectly to obtain or retain the County's municipal advisory business.

GMS has not received any payments from third parties to enlist GMS's recommendation to the County of its services, any municipal securities transaction or any municipal finance product.

GMS has not engaged in any fee-splitting arrangements involving GMS and any provider of investments or services to the County.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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GMS does not have any other engagement or relationship that could reasonably be anticipated to impair its ability to provide advice to the County in accordance with the standards of conduct for municipal advisors.

GMS does not have any legal or disciplinary event that is material to the County's evaluation of GMS's municipal advisory capabilities or the integrity of its management or advisory personnel.

If during the Contract any material change occurs to the information provided throughout the Contract, GMS will disclose the details in writing to the County in a timely manner.

If during the term of the municipal advisory relationship a material change occurs in the information included in our Contract with the County or if a material change occurs in the information included in this G-42 Information document, then the Contract will be promptly amended or supplemented to reflect any material changes and the G-42 Information document will be amended and will be delivered to the County on a timely basis.

***Legal Events and Disciplinary History***

The County may electronically access GMS's most recent Form MA and each most recent Form MA-I filed with the SEC at the following website: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html). The Form MA and the Form MA-I includes legal events and disciplinary history, information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. GMS does not have any such action that would in any way relate to GMS's contract with the County.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If GMS becomes involved in any reportable legal or disciplinary event that relates to GMS's financial advisory relationship with the County, then GMS will disclose the detailed information in writing to the County in a timely manner.

***Recommendations***

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, GMS will review all third party recommendations submitted to GMS in writing by the County.

If GMS makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the County and is within the scope of the engagement, GMS will determine, based on the information obtained through reasonable diligence of GMS whether a municipal securities transaction or municipal financial product is suitable for the County. In addition, for all recommendations, including third-party's that they reviewed GMS will inform the County of:

- a. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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- b. the basis upon which GMS reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the County; and
- c. whether GMS has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the County's objectives.

If the County elects a course of action that is independent of or contrary to the advice provided by GMS, GMS is not required on that basis to disengage from the County (but the County is reminded that it has the right to terminate the contract with GMS at any time by providing 30 days' notice).

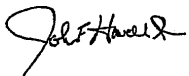
Additionally be advised that a publication entitled "Municipal Advisory Client Brochure" that describes the protections that may be provided by the Municipal Securities Rulemaking Board's rules and how to file a complaint with an appropriate regulatory authority is available on the MSRB's website at [www.msrb.org](http://www.msrb.org).

***Record Retention***

Effective July 1, 2014, pursuant to the SEC record retention regulations, GMS is required to maintain in writing, all communication and created documents between GMS and the County for 5 years.

If there are any questions regarding the above, please do not hesitate to contact GMS.

Sincerely yours,



John F. Howell, Jr.  
Senior Vice President

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019



Galleria Financial Center ■ 5075 Westheimer, Suite 1175 ■ Houston, Texas 77056-5606

September 20, 2019

Colorado County, Texas  
c/o County Auditor  
Ms. Raymie Kana  
Colorado County Annex  
318 Spring Street, Room 104  
Columbus TX 78934

**Re: Colorado County, Texas  
Series 2019 Unlimited Tax Refunding Bonds**

Dear Board Members:

As you may be aware, the Municipal Securities Rulemaking Board (the "MSRB") regulates securities firms and banks that underwrite, trade, and sell municipal securities. The Dodd-Frank Wall Street Reform and Consumer Protection Act broadened the mission of the MSRB to include (i) the regulation of Financial Advisors and Municipal Advisors, as defined in Section 15B of the Exchange Act of 1934 (as amended) and (ii) the protection of state and local government issuers, public pension plans and others whose credit stands behind municipal bonds. Recently, the Securities and Exchange Commission (the "SEC") approved proposed amendments to MSRB Rule G-23, focusing on the activities of Financial Advisors and on certain disclosures required of service providers in connection with the issuance of municipal securities.

Pursuant to revised MSRB Rule G-23, (the "Rule"), with respect to new issues for which the Time of Formal Award occurs after November 27, 2011, a broker, dealer or municipal securities dealer is prohibited from acting as a Financial Advisor or Municipal Advisor to an issuer for a particular issue sold on a negotiated or competitive bid basis and subsequently switching roles to underwrite the same issue. In furtherance of the Rule, in connection with all services related to municipal debt, service providers are required to make certain disclosures on a transaction by transaction basis and to define their role as an underwriter or placement agent, or as a Financial Advisor or Municipal Advisor.

In accordance with the Rule, The GMS Group, L.L.C. hereby discloses our role as Financial Advisor in connection with Colorado County, Texas (the "County") Series 2019 Unlimited Tax Refunding Bonds. The text of the notice and the revised rule can be found at: [www.msrb.org/rules-and-interpretations](http://www.msrb.org/rules-and-interpretations).

Should you have any questions or concerns, please contact me at your earliest convenience.

Sincerely yours,

**Acknowledged:**

John F. Howell, Jr.  
Senior Vice President

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**Colorado County, Texas  
Sources & Uses Report  
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)**

Principal Amount of Current Interest Bonds (CIBs) 4,615,000.00  
**Total SOURCES of Funds** **\$4,615,000.00**

**Uses of Funds:**

Initial Cash Deposit to Escrow	4,545,920.88
Issuance Expenses:	
Bond Counsel	25,000.00
Accountant/CPA	7,500.00
Paying Agent/Registrar	1,000.00
Financial Advisor	25,000.00
Attorney General	4,615.00
Other Cost of Issuance	5,000.00
Rounding Amount	984.12
<b>Total USES of Funds</b>	<b>\$4,615,000.00</b>

**Miscellaneous Bond Issuance Information:**

Delivery Date:	11/15/2019
Principal Amount of Bonds Being Refunded	4,505,000.00
Principal Amount of the Refunding Bonds	4,615,000.00
Proceeds of "The (new) Bonds"	4,615,000.00
Rate/Yield on the Refunded Bonds	3.50003913%
"All Costs Included" TIC on the New Issue is	2.52683561%
Federal Arbitrage Yield on the New Issue is	2.25029009%
Yield on Escrow	
Total Debt Service Savings	276,991.63
Present Value Savings @ 2.52683561%	240,025.07
Total Debt Service Savings as a Percent of	
Total Debt Service of Refunded Bonds	5.03332549%
Present Value Savings as a Percent of	
Principal Amount of Bonds Being Refunded	5.32797068%

\* Further's greater than S.I. P.V. Savings is available  
 COLORADO CNTY: RUN2019REF NEW2019REF AGG2019REF  
 Prepared by: The GMS Group, LLC, Houston, Texas  
 09/02/2019 @ 07:31 V10.91 -- Run "E"



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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**Colorado County, Texas  
Refunding Effects  
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)**

Year Ending 12/31	Current Total Debt Service	Less: Debt Service on Refunded Bonds (1)		Plus: Series 2019 Refunding Bonds			Post Fundg Debt Service	Post Fundg Savings
		Principal	Interest	Capital Bonds	Debt Service	Savings		
2019	653,402	483,684	77,878	390,000	69,975	617,175	25,805	
2020	653,446	481,140	95,288	365,000	61,200	627,641	20,852	
2021	647,902	483,204	87,075	375,000	39,038	625,838	21,128	
2022	646,966	484,680	78,638	385,000	25,680	624,213	21,042	
2023	645,255	485,568	69,975	390,000	25,680	617,175	25,593	
2024	642,768	485,868	61,200	400,000	52,200	614,800	24,668	
2025	639,488	485,868	53,200	400,000	39,038	637,200	23,379	
2026	660,580	485,110	25,680	595,000	12,150	634,038	21,072	
2027	655,110	485,110	25,680	600,000	12,150	625,650	23,402	
2028	649,052	485,110	12,150	600,000	8,100	625,650	23,402	
2029	217,100	217,100	8,100	180,000	4,050	192,150	24,950	
2030	211,500	211,500	8,100	180,000	4,050	188,100	23,400	
2031	205,750	205,750	4,050	180,000	4,050	184,050	21,700	
<b>Totals</b>	<b>\$7,128,299</b>	<b>\$5,503,236</b>	<b>\$4,615,000</b>	<b>\$611,242</b>	<b>\$6,857,307</b>	<b>\$276,992</b>		

(1) - This column only reflects debt payments scheduled after the closing date of 11/19/2019.

*NO DEBT EXTENSION*  
*Final maturity of Refunding Bonds equals the final maturity of the Refunded C/O's*

*Annual Savings*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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Colorado County, Texas											
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)											
Series 2019 Refunding Bonds											
Dated Date = 11/15/2019											
Delivery Date = 11/15/2019											
Maturity Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	FY (ends 12/31) Debt Service	Debt Service to Call	
08/15/2020	- (01)	380,000.00	380,000.00	2.250	2.250000	100.000000	25,959.38	25,959.38	457,878.13	431,918.75	25,959.38
02/15/2021	- (01)	385,000.00	385,000.00	2.250	2.250000	100.000000	51,918.75	431,918.75	457,878.13	431,918.75	47,643.75
08/15/2021	- (01)	365,000.00	365,000.00	2.250	2.250000	100.000000	47,643.75	47,643.75	460,287.50	412,643.75	47,643.75
02/15/2022	- (01)	375,000.00	375,000.00	2.250	2.250000	100.000000	43,537.50	43,537.50	462,075.00	418,537.50	43,537.50
08/15/2022	- (01)	385,000.00	385,000.00	2.250	2.250000	100.000000	39,318.75	39,318.75	463,637.50	424,318.75	39,318.75
02/15/2023	- (01)	390,000.00	390,000.00	2.250	2.250000	100.000000	34,987.50	34,987.50	459,975.00	424,318.75	34,987.50
08/15/2023	- (01)	390,000.00	390,000.00	2.250	2.250000	100.000000	30,600.00	30,600.00	461,200.00	424,318.75	30,600.00
02/15/2024	- (01)	400,000.00	400,000.00	2.250	2.250000	100.000000	26,100.00	26,100.00	637,200.00	424,318.75	26,100.00
08/15/2024	- (01)	585,000.00	585,000.00	2.250	2.250000	100.000000	19,518.75	19,518.75	634,037.50	424,318.75	19,518.75
02/15/2025	- (01)	600,000.00	600,000.00	2.250	2.250000	100.000000	12,825.00	12,825.00	625,650.00	424,318.75	12,825.00
08/15/2025	- (01)	600,000.00	600,000.00	2.250	2.250000	100.000000	6,075.00	6,075.00	625,650.00	424,318.75	6,075.00
02/15/2026	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	4,050.00	4,050.00	184,050.00	184,050.00	4,050.00
08/15/2026	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	2,025.00	2,025.00	184,050.00	184,050.00	2,025.00
02/15/2027	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
08/15/2027	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
02/15/2028	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
08/15/2028	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
02/15/2029	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
08/15/2029	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
02/15/2030	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
08/15/2030	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
02/15/2031	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
08/15/2031	- (01)	180,000.00	180,000.00	2.250	2.250000	100.000000	182,025.00	182,025.00	5,023,853.13	5,023,853.13	182,025.00
Total		4,615,000.00	4,615,000.00				611,240.63	5,226,240.63	5,226,240.63	5,023,853.13	5,023,853.13
Grand Tts		4,615,000.00	4,615,000.00				611,240.63	5,226,240.63	5,226,240.63	5,023,853.13	5,023,853.13
* - Bonds callable ... 08/15/2024@100.000											
TTC (incl. all expenses) ..... 2.52683561% Average Coupon ..... 2.25000002%											
TTC (Arbitrage TTC) ..... 2.25029098% Average Life (Yrs) ..... 5.89											
Bond Years ..... 27.16625 WAM (Yrs) ..... 5.886511											
IRS Form 8038-G NIC = 2.250000% (with Adjstment of \$0.00).											
NIC = 2.250000% (with Adjstment of \$0.00).											

*Assumed yields on the "New" Refunding Bonds*

Term bonds and their respective sinking payments are marked by "(nr)" where each "nr" integer identifies a term bond.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**Colorado County, Texas  
Issuance Expenses for NEW2019REF  
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)  
Expenses for NEW2019REF**

Expense Title	Type	Units	Expense Raises Afb Yield	Exp has no Affect on Afb Yield	Total
Underwriter's Discount	V	0,000,000	0.00	0.00	0.00
Rating Agency	F	0.00	0.00	0.00	0.00
Bond Counsel	F	25,000.00	0.00	25,000.00	25,000.00
Accountant/CPA	F	7,500.00	0.00	7,500.00	7,500.00
Printing	F	0.00	0.00	0.00	0.00
Paying Agent/Registrar	F	1,000.00	0.00	1,000.00	1,000.00
Bond Insurance	D	0,000,000	0.00	0.00	0.00
Financial Advisor	F	25,000.00	0.00	25,000.00	25,000.00
Attorney General	V	1,000,000	0.00	4,615.00	4,615.00
Underwriter's Counsel	F	0.00	0.00	0.00	0.00
Other Cost of Issuance	F	5,000.00	0.00	5,000.00	5,000.00
<b>Totals</b>			<b>\$0.00</b>	<b>\$68,115.00</b>	<b>\$68,115.00</b>

✓ Costs Avoided by doing private placement.

Type: F - Fixed Expense  
 V - Variable Expense Based on Issue Size  
 D - Variable Expense Based on Total Debt Service  
 E - Variable Expense Based on Total Debt Service Less Accrued Interest  
 R - Variable Expense Based on Reserve Fund Requirement

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Colorado County, Texas											
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)											
Series 2008 Compb Tax & Rev CIO to Refund											
Dated Date = 07/15/2008											
Delivery Date = 08/18/2008											
Maturity Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	FY(ends 12/31) Debt Service	Debt Service to Call	
02/15/2019				3.920	3.920000	100.000000	66,248.00	66,248.00	132,496.00	66,248.00	
08/15/2019							66,248.00	66,248.00	3,413,124.00	66,248.00	
11/15/2019											
02/15/2020							66,248.00	66,248.00			
08/15/2020							66,248.00	66,248.00			
02/15/2021							66,248.00	66,248.00			
08/15/2021							66,248.00	66,248.00			
02/15/2022							66,248.00	66,248.00			
08/15/2022							66,248.00	66,248.00			
02/15/2023							66,248.00	66,248.00			
08/15/2023							66,248.00	66,248.00			
02/15/2024							66,248.00	66,248.00			
08/15/2024							66,248.00	66,248.00			
02/15/2025							66,248.00	66,248.00			
08/15/2025							66,248.00	66,248.00			
02/15/2026							66,248.00	66,248.00			
08/15/2026							66,248.00	66,248.00			
02/15/2027							66,248.00	66,248.00			
08/15/2027							66,248.00	66,248.00			
02/15/2028							66,248.00	66,248.00			
08/15/2028							66,248.00	66,248.00			
Total	3,380,000.00	3,380,000.00	3,380,000.00	3.920	3.920000	100.000000	829,472.00	4,209,472.00	4,209,472.00	3,545,620.00	
Grand Tot	3,380,000.00	3,380,000.00	3,380,000.00				-12,145.47	4,197,326.53	4,209,472.00	3,545,620.00	
* - Bonds callable ... 11/15/2019@100.000											
TIC (incl. all expenses) .... 3.91945351% Average Coupon ..... 3.919999999%											
TIC (Arbitrage TIC) ..... 3.91945351% Average Life (Yrs) ... 16.34											
Bond Years ..... 55.24167 WAM (Yrs) ..... 16.252022											
IRS Form 8038-G NIC = 3.920000% (with Adjstmt of \$0.00). NIC = 3.920000% (with Adjstmt of \$0.00).											

*coupons on the "old" 2008 Refund C/O's*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Colorado County, Texas												
Current Refunding of Series 2008 & Selective Maturities of 2012 Bonds (Private Placement)												
Dated Date = 08/15/2012 Series 2012 Comb Tax & Rev C/O to Refund Delivery Date = 06/19/2012												
Maturity Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	FY(ends 12/31) Debt Service	Debt Service to Call		
02/15/2019	-	-	1,550,000	2.000	1.550000	103.035000	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	15,593.75
08/15/2019	-	-	-	-	-	-	-	-	-	-	-	-
11/15/2019	-	-	-	-	-	-	-	-	-	-	-	-
02/15/2020	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	1,132,796.88
08/15/2020	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2021	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2021	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2022	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2022	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2023	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2023	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2024	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2024	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2025	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2025	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2026	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
08/15/2026	-	-	-	-	-	-	15,593.75	15,593.75	15,593.75	15,593.75	31,187.50	-
02/15/2027	-	-	-	-	-	-	13,296.88	13,296.88	13,296.88	13,296.88	201,593.76	-
08/15/2027	-	-	-	-	-	-	188,296.88	188,296.88	188,296.88	188,296.88	201,593.76	-
02/15/2028	-	-	-	-	-	-	11,000.00	11,000.00	11,000.00	11,000.00	197,000.00	-
08/15/2028	-	-	-	-	-	-	186,000.00	186,000.00	186,000.00	186,000.00	197,000.00	-
02/15/2029	-	-	-	-	-	-	8,550.00	8,550.00	8,550.00	8,550.00	217,100.00	-
08/15/2029	-	-	-	-	-	-	208,550.00	208,550.00	208,550.00	208,550.00	217,100.00	-
02/15/2030	-	-	-	-	-	-	5,750.00	5,750.00	5,750.00	5,750.00	214,500.00	-
08/15/2030	-	-	-	-	-	-	205,750.00	205,750.00	205,750.00	205,750.00	214,500.00	-
02/15/2031	-	-	-	-	-	-	2,875.00	2,875.00	2,875.00	2,875.00	205,750.00	-
08/15/2031	-	-	-	-	-	-	2,875.00	2,875.00	2,875.00	2,875.00	205,750.00	-
<b>Total</b>	<b>1,125,000.00</b>	<b>1,125,000.00</b>	<b>1,117,734.25</b>	<b>2.000</b>	<b>2.800000</b>	<b>99.632000</b>	<b>332,443.76</b>	<b>1,457,443.76</b>	<b>1,457,443.76</b>	<b>1,457,443.76</b>	<b>1,457,443.76</b>	<b>1,163,984.38</b>
<b>Grand Totals</b>	<b>1,125,000.00</b>	<b>1,125,000.00</b>	<b>1,117,734.25</b>	<b>2.000</b>	<b>2.800000</b>	<b>99.632000</b>	<b>332,097.23</b>	<b>1,457,097.23</b>	<b>1,457,097.23</b>	<b>1,457,097.23</b>	<b>1,163,984.38</b>	
* - Bonds callable 11/15/2019 @ 100.000 TTC (incl. all expenses) ..... 2.82890510% Average Coupon ..... 2.78206325% TTC (Arbitrage TTC) ..... 2.82890510% Average Life (Yrs) ..... 16.77 Bond Years ..... 18.86250 WAM (Yrs) ..... 16.759320 IRS Form 8038-G NIC = 2.838312% (with Adjstmnt of \$0.00). NIC = 2.820583% (with Adjstmnt of \$0.00).												
Term bonds and their respective sinking payments are marked by "(m)" where each "nr" integer identifies a term bond.												
<i>Coupons on the old 2012 Refunded C/O's</i>												

COLORADO CNTY: OLD2012R

Prepared by: The GMS Group, LLC, Houston, Texas

09/02/2019 @ 07:31 V10.91 -- Run "E"

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_\_6.** Audience to Chip Schneider/IT Department regarding Cyber Security Awareness.

**Chip Schneider was present and stressed to everyone to be very careful when clicking on emails even though you think you know the other party.**

**October is Cyber Security Awareness Month.**

- \_\_7.** Application of Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Precinct No. 3. (Hahn)

**Motion by Commissioner Hahn to approve Application of Industry Telephone Company to bury a communication line upon and along the right-of-way of Zimmerscheidt Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE,  
CONDUIT AND/OR POLE COMMUNICATION OR POWER LINE

Date: September 9, 2019

TO THE COMMISSIONERS' COURT, COLORADO COUNTY  
C/O COUNTY JUDGE  
P.O. BOX 236  
COLUMBUS, TEXAS 78934

Formal notice is hereby given that Industry Telephone Company, proposes to bury a communication line upon and along the right-of-way of Zimmerscheidt Rd, Colorado County, Texas as follows:

SEE ATTACHED SHEETS:

The location and description of the proposed line and appurtenances is more fully shown by two copies of drawings attached to this notice. The line will be constructed, operated, and maintained in accordance with all requirements of governing laws. The plans and specifications will be strictly adhered to by said Public Utility Company, its agents, servants, independent contractors and employees.

Construction of this line will begin on or after the 24th day of September 2019.

Firm: Industry Telephone Company

By: Don Noska

Title: Engineer

Address: PO Box 40

Industry, TX 78944

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**RESOLUTION OF THE COMMISSIONERES' COURT OF  
COLORADO COUNTY, TEXAS**

WHEREAS, Industry Telephone Company a Public Utility has petitioned this Court to erect a power line, a communication line, install a buried cable, along/or across a public road under the jurisdiction of this Commissioners' Court as follows:

WHEREAS, it appears to the Court that said application should be approved and such permission granted subject to the regulations herein set out:

BE IT, THEREFORE, RESOLVED by the Commissioners' Court of Colorado County, Texas, at a Regular meeting held on the 23 day of September, 2019, that the said Industry Telephone Company assign, a Public Utility, be and it is hereby granted the right as prayed for in said application to lay, construct, maintain and operate the above mentioned line under, through, across and along public roads and highways under, the jurisdiction of the Commissioners' Court along the route as now surveyed and shown on the plat attached to the application of said company for this permit, provided, however, that the said company, its successors and assigns, shall comply with the following requirements:

**SPECIAL PROVISIONS:**

1. Proposed power line conductors shall have a minimum vertical clearance of 22 feet above the surface of the traffic lane. All power transmission lines crossing any road or highway shall be constructed and maintained at least 22 feet above the surface of the traffic lane and all communication lines crossing any road or highway shall be constructed and maintained at least 18 feet above the surface of the traffic lane.
2. The power poles, lines and guy wires shall be placed on the alignment as shown on the attached sketch and they must be placed within one (1) foot of the right of way line.
3. The Industry Telephone Company shall assume all responsibility and liability in connection with the installation, maintenance and removal of this line for any damage to Colorado County, the public, or adjoining property owners.
4. It shall be the responsibility of the Industry Telephone Company to handle traffic in a satisfactory manner during the installation of this line.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

5. In hauling heavy loads of equipment to the site of work, applicant will follow road routes as designated by the county commissioner of the precinct in which such roads are located, and applicant agrees to reimburse the County for any and all damages to roads and bridges of the County caused as a result of such hauling activities, which damages shall include court costs, reasonable attorney's fees, and any other reasonable and necessary expenses which may be incurred by the County in collecting such damages.

6. Industry Telephone Company shall leave the right of way in as good, or better, condition as existed prior to the performance of the work for which this permit was issued.

7. The county commissioner of the precinct in which work is to be done shall be notified at least two (2) days in advance of the beginning of construction operations.

8. In the installation of burial cable, where such line is laid along the country road right-of-way, it shall be located within 3 feet of the right-of-way line. All lines to be installed below the surface of the earth shall be no less than twenty-four (24") inches below the grade line in the location in which they are installed or twenty-four (24") inches below the bottom of the ditch line, whichever is the greater depth. Terminal boxes for underground utility lines shall be placed on the alignment as shown on the plan and specifications attached to the application and must be placed within one (1') foot of the right-of-way line of such County road. Readily identifiable and suitable markers shall be placed along the line every 1,000 feet or less. All road crossings and hard surfaced private entrances shall be bored in accordance with good engineering practices on such road crossings, or in such a way to meet the requirements of the county commissioner of the precinct in which such work is to be done.

9. Prior to any permit being granted, Industry Telephone Company shall file a certificate of insurance with Colorado County, Texas, indicating public liability insurance issued by an insurer acceptable to Colorado County, Texas, in favor of such company, in an amount of at least \_\_\_\_\_.

10. Colorado County, Texas, its agents, servants, employees, and assigns, shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from or connected with the rights and privileges herein granted, or caused by or arising from any act or omission of Industry Telephone Company, or of any of Industry Telephone Company's agents, employees, licensees, or invites, and Industry Telephone Company hereby waives on its behalf all claims and demands against Colorado County, Texas, for any such loss, damage, or injury, and hereby agrees to indemnify and hold Colorado County, Texas, entirely free and harmless from any and all liability for any such loss, damage or injury to other persons or property, and from all costs and expenses arising there from.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

11. A contractor or employee of Industry Telephone Company, or other authorized representative of such company, shall have in his possession at all times during any construction or work being performed pursuant to the rights and privileges herein granted, a copy of the original permit granted to such company for such work, and upon being requested to display same to a Colorado County Commissioner at the work site during any time that any such work is being performed, shall promptly display same in accordance with such request, and the failure to do so shall be considered for all purposes as being a violation of the terms and conditions of this permit.

12. The Commissioners' Court of Colorado County, Texas, may require Industry Telephone Company to relocate any line installed pursuant to the provisions of this permit, for valid reasons under the law, by giving thirty (30) days' written notice to such company that such line must be relocated, and stating the reasons therefore.

13. Failure to comply with the terms and conditions of this permit shall result in the immediate cancellation hereof, and applicant shall, upon accepting this permit, assume all responsibility for things to be done hereunder, regardless of any agreement between applicant and third parties, and in the event of violation of any of the terms and conditions of this application shall immediately correct such violation or remove any lines placed in, upon or over the ground and restore the ground to its original condition. Upon discovering a violation hereunder, Colorado County shall send a notice by certified mail, return receipt requested, to Industry Telephone Company addressed to PO Box 40, Industry, Texas 78944. This notice shall state the location of the violation and specifically point out the nature of such violation or violations. Industry Telephone Company shall thereafter have thirty (30) days following the date of such letter to completely correct and cure all violations enumerated therein. If all such violations are not corrected within such time period, or within the period of any extensions thereof granted by Colorado County, Texas, in writing, such County shall then have the option to perform all work contemplated hereunder or hire independent contractors to perform same, and there-after bill Industry Telephone Company for the fair and reasonable amounts expended by or contracted to be expended by Colorado County, Texas, hereunder. If such bill is not paid by Industry Telephone Company within thirty (30) days of the receipt of such bill, then Colorado County, Texas, shall have the right to bring a cause of action in the Courts of Colorado County, Texas, to collect such sum and all reasonable attorney's fees, court costs, and other reasonable and necessary expenses incurred by such County in connection with the collection thereof.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

14. Industry Telephone Company shall, within 30 days of the completion of all work performed pursuant to the terms of this permit application, give written notice to the County Judge of Colorado County, Texas, and to the commissioner in whose precinct such work was performed, that, in the opinion of such company, such work has been completed and conforms to the requirements of this permit. Failure to give such notice within such time shall be deemed to be a violation of the terms of this permit, and shall subject Industry Telephone Company to such liability or action as has been otherwise provided for herein.

15. This permit application is good for a period of one year from the date of this application. If installation of the line or lines or other acts contemplated hereby is not accomplished within such time, this permit application will become null and void for all purposes.

16. In the necessary maintenance of said lines and appearances of said Public Utility Company, no permit shall be necessary but twenty-four (24) hour written notice by certified mail, return receipt requested, must be received by the Commissioner in whose precinct said work is to take place, unless an emergency situation exists where service must be restored to customers in which instance said Public Utility shall have the permission to perform the necessary maintenance to restore service and thereafter report to said Commissioner the area in which said work was performed and the extent to the per-forename, but in no way shall this permission as granted under this order to perform said work without application and permit as herein-above specified relieve such Public Utility Company from complying with the specifications herein above set forth, except as to the notice requirements.

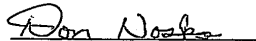
17. Colorado County, Texas, in no way warrants its right to grant this permit, and this permit in no way affects the rights of adjoining landowners, and applicant shall accept this permit subject to any and all rights of such adjoining landowners.

APPROVED this 23 day of September 2019.

  
\_\_\_\_\_  
COUNTY JUDGE

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Industry Telephone Company, being the Grantee in the  
aforementioned permit, does hereby accept the granting of same  
upon the terms, conditions and agreements, covenants and  
obligations, as set forth therein, and agrees that same shall be  
fully binding upon Grantee, its successors and assigns.

  
Don Noska, Engineer

THE STATE OF TEXAS  
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day  
personally appeared Don Noska of Industry Telephone Company,  
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,  
and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
on this 9th day of September 2019.

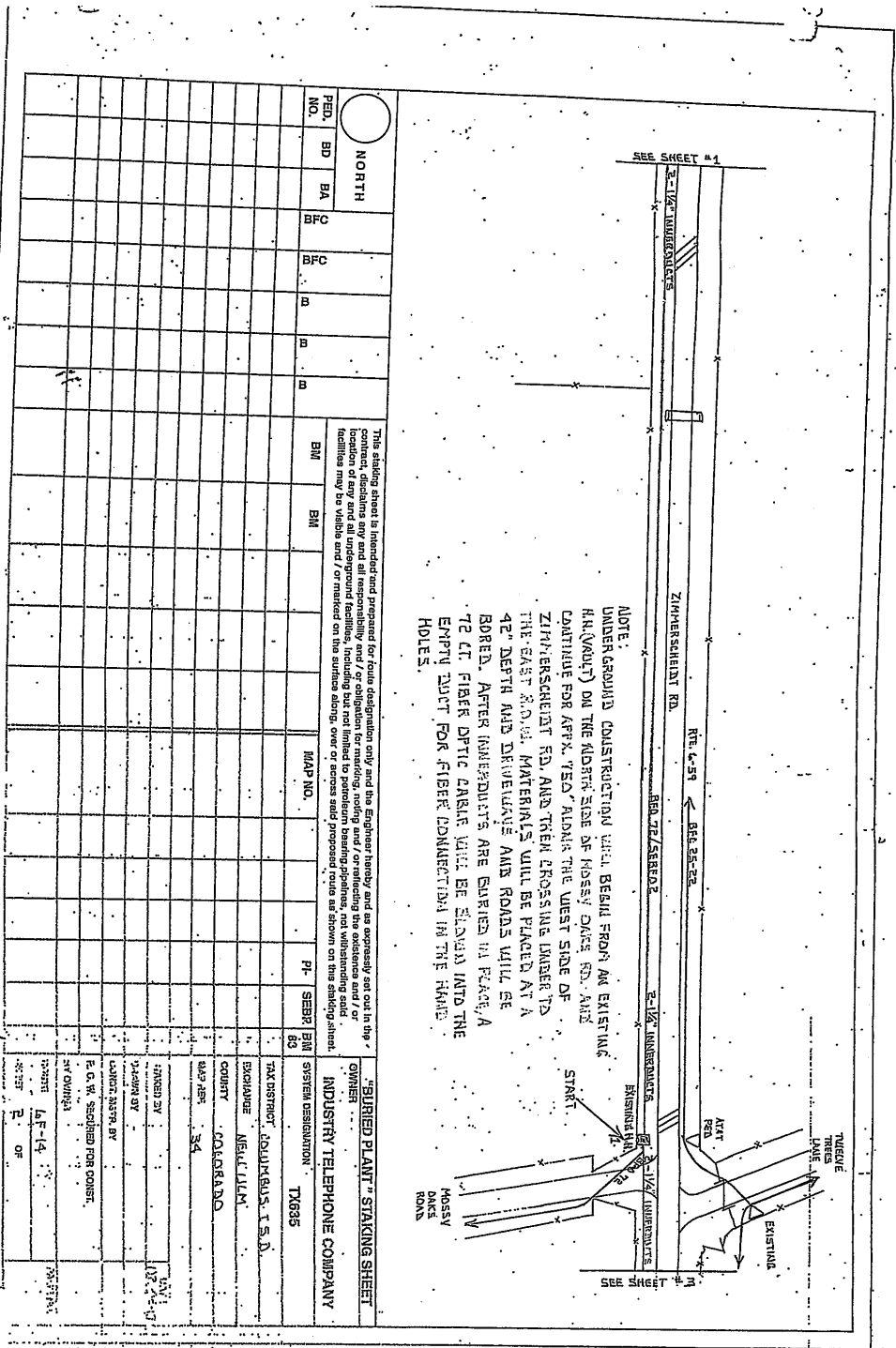


  
NOTARY PUBLIC IN AND FOR  
AUSTIN COUNTY, TEXAS

My commission expires:

9-2-22

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

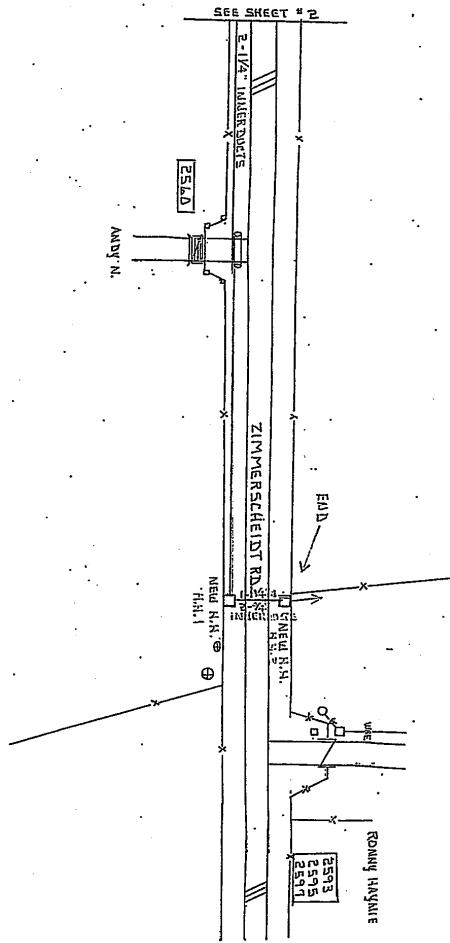


**NOTE:**  
UNDERGROUND CONSTRUCTION SHALL BEGIN FROM AN EXISTING  
H.H. (WATER) ON THE ADJACENT SIDE OF MOSSEY DANCE HALLS  
CONDUIT FOR APPROX. 750' ALONG THE WEST SIDE OF  
ZIMMERSCHNEIT RD. AND THEN CROSS UNDER THE  
THE EAST SIDE. MATERIALS WILL BE PLACED AT A  
42" DEPTH AND DRIVEWAYS AND ROADS WILL BE  
BORED. AFTER IMPROVEMENTS ARE COMPLETED PLACE A  
72 CT. FIBER OPTIC CABLE WILL BE LAYED INTO THE  
EMPTY DUCT FOR FIBER CONNECTION IN THE HALLS.

This staking sheet is prepared and prepared for route designation only and the Engineer hereby and as expressly set out in the  
comment, details in any and all underground facilities, including but not limited to, gas, water, sewer, and other utilities and/or  
facilities may be visible and/or marked on the surface along, over or across said proposed easement as shown on the staking sheet.

FED. NO.	BD	BA	C				B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24	B25	B26	B27	B28	B29	B30	B31	B32	B33	B34	B35	B36	B37	B38	B39	B40	B41	B42	B43	B44	B45	B46	B47	B48	B49	B50	B51	B52	B53	B54	B55	B56	B57	B58	B59	B60	B61	B62	B63	B64	B65	B66	B67	B68	B69	B70	B71	B72	B73	B74	B75	B76	B77	B78	B79	B80	B81	B82	B83	B84	B85	B86	B87	B88	B89	B90	B91	B92	B93	B94	B95	B96	B97	B98	B99	B100
OWNER		INDUSTRY TELEPHONE COMPANY		SYSTEM DESIGNATION		17635		TAX DISTRICT		DANIELS, T.S.D.		EXCHANGE		MOUNTAIN		COUNTY		COLORADO		MAP NO.		L.F. 14		SECTION		R. 2		OF		SHEET		1		OF		2																																																																						

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**



NORTH

PED. NO. BD BA BFC BFC B B B

This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.

BM BM MAP NO. PI- SEEP BM 83

**"BURIED PLANT" STAKING SHEET**  
OWNER  
**INDUSTRY TELEPHONE COMPANY**  
SYSTEM DESIGNATION  
TX635

TAX DISTRICT  
COLUMBUS I.S.D.

EXCHANGE  
NEUL ULM

COUNTY  
COLORADO

MAP REF.  
3-4

STAKED BY  
DRAWN BY  
CONST. INSTR. BY

R. O. W. SECURED FOR CONST.  
BY OWNER

ROUTE  
6-F-14-1

SHEET  
3 OF

DATE  
02-13-19

PAGE NO.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_\_\_8. Application of Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of County Road 200, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of County Road 200, 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  
SEPTEMBER 23, 2019

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

Application

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

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :  
On Colorado County ROW of CR 200 beginning 2,530' South from the intersection of E Sedan Rd and  
360' South of the Fayette/Colorado County Line South along the West ROW to 14,935' North of the  
intersection of CR 202 and crossing CR 200 from the West ROW to the East ROW to a new pedestal.

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

Install Buried Copper cable by plowing along the West ROW approximately 560' to a new pedestal,  
then boring of CR 200 from the West ROW to East ROW to a new pedestal with cable in 1.25" HDPE  
duct.

9-18-19  
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  
SEPTEMBER 23, 2019**

Agreement

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

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

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  
SEPTEMBER 23, 2019**

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  
COMMISSIONER'S COURT REGULAR MEETING  
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21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 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  
SEPTEMBER 23, 2019

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.

9/18/2019

Date

Brian R. Mueller

Applicant

Approved by Commissioners Court on the 23 day of September, 2019.

September 23, 2019

Date

  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

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.

September 23, 2019

Date

  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019







**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_\_9.** Road Use Agreement between Colorado County and Strike LLC, to use Weishuhn Road, Ehlinger Road, and Dvorak Road, Precinct No. 3. (Hahn)

**Commissioner Hahn informed Strike, LLC is re-doing pipeline.**

**Motion by Commissioner Hahn to approve Road Use Agreement between Colorado County and Strike LLC, to use Weishuhn Road, Ehlinger Road, and Dvorak Road, Precinct No. 3, waiting on Superheavy Permit Bond in the amount of \$250,000; 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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SEPTEMBER 23, 2019**

**ROAD USE AGREEMENT BETWEEN  
COLORADO COUNTY AND STRIKE, LLC**

On this the 23 day of September, 2019, Colorado County, herein known as "County", address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and Strike, LLC herein known as "Strike", address 1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, Strike, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Strike, agrees to repair damage to the following roads: (1) Weishuhn Rd. (1.25 Miles); (2) Ehlinger Rd. (3.4 Miles); (3) Dvorak Rd. (0.35 Miles), in Commissioner Precinct No. 3.
4. The County and Strike agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, Strike, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Strike, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Strike, LLC

Signature

Date

Stephen V. Pate  
Printed Name

Authorized Representative for Colorado County:

Ty Prause, County Judge

Signature

Date

Tommy Hahn  
Colorado County Commissioner, Prct. No. 3

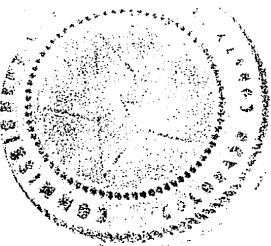
Signature of Commissioner

9/23/2019  
Date

ATTEST:

Kimberly Menke  
Kimberly Menke, County Clerk

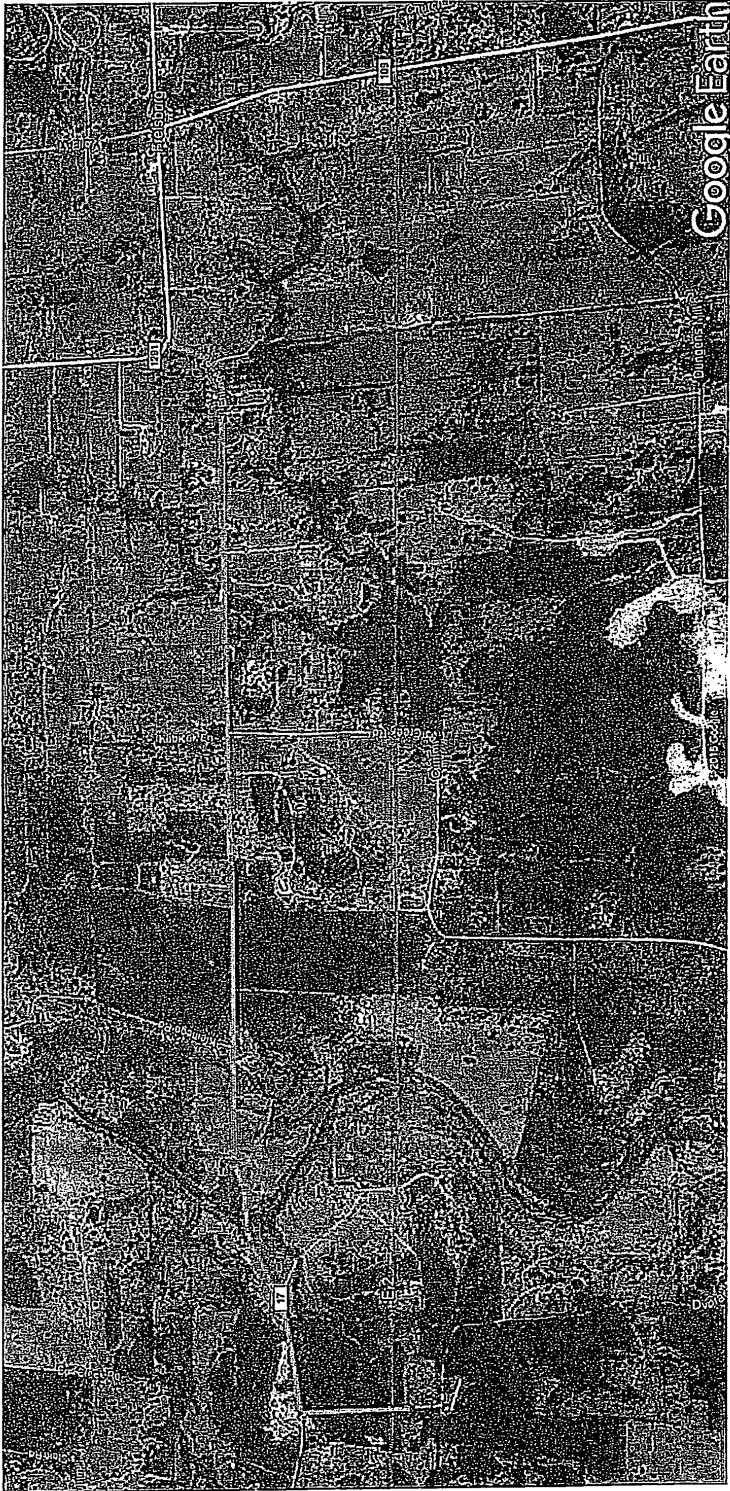
By: \_\_\_\_\_ Deputy



MINUTES OF THE COLORADO COUNTY  
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**MINUTES OF THE COLORADO COUNTY  
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- \_10. Interlocal Cooperation Agreement between Fort Bend County and Colorado County for Jail Services. (Wied)

**Anthony Miksch, with the Colorado County Jail was present today informing the**

**Court that with the increasing female inmate population, they only have (8) beds.**

**Guadalupe County female beds are full, so our option is to enter into this Interlocal**

**Agreement with Fort Bend County who has been very helpful in the past.**

**Motion by Judge Prause to approve Interlocal Cooperation Agreement between**

**Fort Bend County and Colorado County for Jail Services; 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  
SEPTEMBER 23, 2019**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
COLORADO COUNTY AND FORT BEND COUNTY  
FOR JAIL SERVICES**

This Interlocal Agreement is entered into by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend," and Colorado County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Colorado."

**WITNESSETH**

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, Fort Bend and Colorado are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Fort Bend and Colorado specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I**  
**TERM AND EFFECTIVE DATE**

1. **TERM:** This Agreement shall be effective beginning the date approved by Fort Bend and shall be effective through **September 30, 2020**.
2. **RENEWAL:** This Agreement shall automatically renew each October 1, for one year terms subject to the same terms and conditions and provided Colorado certifies current fiscal funds as available for the renewal. Fort Bend shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION:**
  - A. This Agreement may be terminated without cause at any time at the option of either Fort Bend or Colorado upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be

**MINUTES OF THE COLORADO COUNTY  
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SEPTEMBER 23, 2019**

effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by Fort Bend impracticable or impossible, such as severe damage or destruction of Fort Bend's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Colorado's inmates.

**ARTICLE II  
DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, Fort Bend shall provide the following necessary and appropriate services for Colorado to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** Fort Bend shall provide housing and food to inmates presented by Colorado County who meet the following minimum criteria (as determined by the Fort Bend County Sheriff or his designee):
  - A. Inmate must be at least eighteen (18) years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the Colorado County disciplinary plan approved by the Texas Commission on Jail Standards) in the last ninety (90) days will not be accepted, unless otherwise mutually agreed to in advance by the Fort Bend and Colorado Sheriffs Offices.
2. **HOUSING AND CARE OF INMATES:** Fort Bend will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Fort Bend will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by Fort Bend or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of Fort Bend's facility or by other than Fort Bend facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. Colorado shall reimburse Fort Bend the amount spent for medical services of all Colorado inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** Colorado Sheriff or designee shall be informed of any Colorado inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). Fort Bend will assist Colorado to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. Colorado may elect to retake and return to Colorado's physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides Fort Bend with the authority to arrange for the off-site provider to bill Colorado for the costs of hospitalization and/or medical care for

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

any Colorado inmate. In the event direct billing is unavailable, Colorado shall reimburse Fort Bend in accordance with the terms of this Agreement.

6. **MEDICAL RECORDS:** Colorado agrees to provide Fort Bend with a copy of each inmate's Uniform Health Status Form for the purposes of continuity of care. Fort Bend agrees to maintain a confidential record of the health care of each inmate. Colorado shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the Fort Bend County Jail. A copy of each inmate's record shall be returned to Colorado at the time each Colorado inmate is returned.
7. **MEDICAL INVOICES:** Colorado shall reimburse Fort Bend monthly for health care services and associated expenses for which Colorado is responsible under this section. Fort Bend shall provide Colorado with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from Colorado, Fort Bend will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** Fort Bend agrees to allow periodic inspections of the facilities by Colorado law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to Colorado upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** Colorado is solely responsible for the transportation of inmates between the Fort Bend County Jail and the Colorado Facility. Colorado agrees to conduct no more than two (2) inbound and (2) outbound transports per week, absent exigent circumstances, and coordinate their schedule so the inbound transports and outbound transports occur on the same day. Fort Bend agrees to provide ambulance and other transportation for Colorado inmates to and from local off-site medical facilities and will invoice Colorado in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** Colorado shall be responsible for the transportation of Colorado inmates to/from Fort Bend Jail. Colorado will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in Colorado's county.
12. **TRANSPORTATION TO TDCJ:** Colorado is responsible for the transport of Colorado's inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** Fort Bend will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$35 per hour/per guard. Fort Bend shall provide Colorado with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Fort Bend's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** Fort Bend shall provide the detention services described herein at the Fort Bend County Jail located in Richmond, Texas.
16. **ADMITTING AND RELEASING:** Colorado shall, to the best of their ability, provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the Fort Bend County Jail. Fort Bend shall be responsible for the admitting and releasing of inmates placed in Fort Bend's facility. Fort Bend will maintain records of all such transactions in a manner agreed upon by Fort Bend and Colorado and provide such records to Colorado upon request.
17. **RETURN OF INMATES TO COLORADO:** Upon demand by Colorado, Fort Bend will relinquish to Colorado physical custody of any inmate. Upon request by Fort Bend,



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Colorado will resume custody of any inmate so requested within two (2) calendar days, or unless both parties agree upon a different time.

**ARTICLE III  
FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is fifty-five dollars (\$55.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Colorado may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Fort Bend will bill Colorado for the day of arrival, but not for the day of departure.
2. **BILLING PROCEDURE:** Fort Bend shall submit an itemized invoice for the services provided each month to Colorado, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of Colorado. Colorado will make payment to Fort Bend within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Fort Bend County, Texas and will be remitted to:  
  
Fort Bend County Treasurer  
301 Jackson, Suite 514  
Richmond, Texas 77469
3. **UNTIMELY PAYMENT:** Amounts which are not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of Colorado under this Agreement. Colorado further agrees that Fort Bend will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

**ARTICLE IV  
ACCEPTANCE OF IMATES**

1. **COMPLIANCE WITH LAW:** Fort. Bend warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing Colorado inmates under this Agreement. Nothing herein will create any obligation upon Fort Bend to house Colorado inmates where the housing of said Colorado inmates will, in the opinion of Fort Bend Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Fort Bend County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Fort Bend Sheriff determines that a condition exists at Fort Bend's facility necessitating the removal of Colorado inmates, or any specified number thereof, Colorado shall, upon notice by Fort Bend Sheriff to Colorado Sheriff, immediately remove said inmates from the facility.

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Colorado will make every effort to remove any inmate within eight (8) hours of notice from Fort Bend.

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. Fort Bend has adopted and complies with the standards of the Prison Rape Elimination Act. Fort Bend shall provide Colorado with access for contract monitoring as described in Section 115.12 (b) to ensure that Fort Bend is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of Colorado eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the Colorado jail and pursuant to the custody assessment system in place at Fort Bend's facility.
4. All inmates proposed by Colorado to be transferred to Fort Bend's facility under this Agreement must meet the eligibility requirement set forth above. Fort Bend reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Fort Bend's facility, Fort Bend reserves the right to demand that Colorado remove that inmate and, if possible, replace said inmate with an appropriate inmate of Colorado.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Fort Bend reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Fort Bend facility, and Colorado shall cooperate with and provide information requested regarding any inmate by Fort Bend Sheriff. Fort Bend reserves the right to refuse acceptance of any inmate of Colorado. Likewise, if any Colorado inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Fort Bend Sheriff makes the inmate unacceptable for continued incarceration in Fort Bend's facility in the opinion of Fort Bend Sheriff, Colorado will be requested to remove said inmate from Fort Bend's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of Fort Bend Sheriff. Inmates may also be required to be removed from Fort Bend's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** Fort Bend will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Fort Bend will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of Colorado. It will be the responsibility of Colorado to notify Fort Bend of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. Fort Bend will release inmates of Colorado only when such release is specifically requested in writing by Colorado's Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Fort Bend to return inmates to the Colorado Jail shortly before the discharge date and for Colorado to discharge the inmate from the Colorado Jail. Colorado accepts all responsibility for the calculations and determinations set forth above and for providing Fort Bend notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Fort Bend from all liability or expenses of any kind arising there from. Colorado is responsible for all paperwork and

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arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

**ARTICLE V  
MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Fort Bend:           Fort Bend County  
                                  ATTN: County Judge  
                                  401 Jackson  
                                  Richmond, Texas 77469

Copy to:                   Fort Bend County  
                                  Attn: Sheriff  
                                  1410 Richmond Parkway  
                                  Richmond, Texas 77469

To Colorado:           Colorado County  
                                  Attn: County Judge

P.O. Box 236  
Columbus, Texas 78934

Copy to:                   Colorado County  
                                  Attn.: Sheriff  
  
                                  P.O. Box 607  
Columbus, Texas 78934

- The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.
  4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

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5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act.
10. **FUNDING SOURCE:** Colorado must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. Colorado certifies that it has sufficient money available as evidenced by the issuance of a purchase order by the Colorado County Purchasing Agent to meet its obligations under this Agreement.
11. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

*THE REMAINDER OF THIS PAGE WAS  
INTENTIONALLY LEFT BLANK.*

*EXECUTION PAGE FOLLOWS*

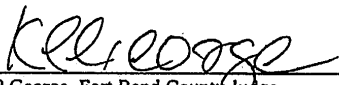
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ARTICLE VI.  
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY, TEXAS:

  
\_\_\_\_\_

KP George, Fort Bend County Judge

Date: 10-8-2019

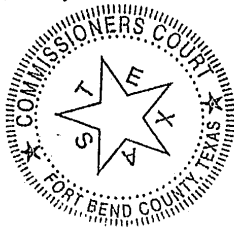
Reviewed:   
\_\_\_\_\_

Troy Nehls, Fort Bend County Sheriff

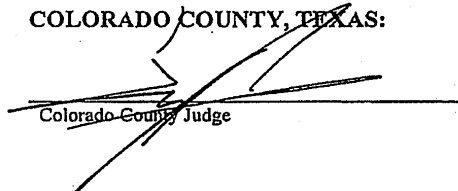
ATTEST:

  
\_\_\_\_\_

Laura Richard, County Clerk

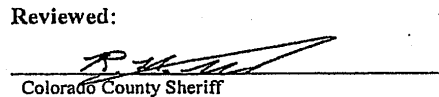


COLORADO COUNTY, TEXAS:

  
\_\_\_\_\_

Colorado County Judge

Date: September 23, 2019

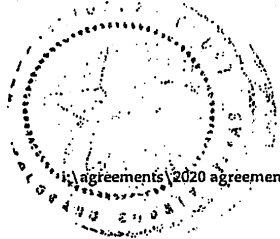
Reviewed:   
\_\_\_\_\_

Colorado County Sheriff

ATTEST:

  
\_\_\_\_\_

County Clerk



agreements\2020 agreements\sheriff's office\housing\colorado county.docx 9.4.19

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\_11. Health Service Agreement between Catapult Health, LLC and Colorado County. (Kana)

**Raymie Kana, County Auditor informed Catapult requires a minimum of (25) employees when delivering Checkups. This will be a yearly screening and will be held at the Colorado County Service Facility. Once agreement is signed it will take 60 – 90 days to get activated and for them to get here.**

**Motion by Commissioner Hahn to approve Health Service Agreement between Catapult Health, LLC and Colorado County; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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**COLORADO COUNTY  
ONSITE SERVICES AGREEMENT**

This ONSITE SERVICES AGREEMENT (the "Agreement"), dated as of the Effective Date appearing below, is made and entered into by and between Catapult Health, LLC ("Catapult") and Colorado County as plan administrator acting on behalf of its group health plan ("Customer") and sets forth the terms and conditions under which Catapult will provide the initial and periodic on-site preventive health and related services (the "Services") to Customer's employees, adult dependents and others designated by Customer, as applicable (collectively, "Participants"). This Agreement includes, and is subject to, the General Terms and Conditions, Business Associate Agreement, Exhibits and Scheduling Addendum, attached hereto.

<b>Description of Services</b>
<p><b>The Services shall include:</b></p> <ul style="list-style-type: none"><li>• <b>A customized online scheduling tool for making checkup appointments</b></li><li>• <b>A worksite preventive health checkup for Participants ("Checkup") including the following:</b><ul style="list-style-type: none"><li>- Finger stick blood tests with prompt results delivered during the Checkup</li><li>- Height, weight, abdominal circumference and blood pressure measurements</li><li>- A tailored personal health report that provides a summary of findings with specific recommendations for lowering risk factors and improving one's health</li><li>- All gathered data is loaded real-time into Catapult's proprietary application. The personal health report generated is securely stored in Catapult's patient portal where it can be accessed and printed by the Participant following his/her Checkup</li><li>- The data is also imported into Catapult's secure electronic medical record where it resides and can be retrieved by Catapult for subsequent Checkups</li><li>- Health report results reviewed with a Nurse Practitioner (via video/audio conference) who addresses the risk factors that have been identified</li><li>- After discussing the personal health report with each Participant, the Nurse Practitioner recommends a personal action plan for each Participant</li></ul></li><li>• <b>Data feeds to HIPAA compliant partners as directed by Customer and agreed upon by Catapult are included</b></li><li>• <b>In furtherance of its preventive health services, Catapult shall provide data analyses in the form or format deemed appropriate by Catapult, containing aggregated, de-identified information for purposes of population-based activities relating to improving Participant health and/or reducing healthcare costs.</b></li></ul>

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At least 60 days prior to each onsite visit, Customer will sign a Scheduling Addendum to this Agreement setting forth the locations, dates and Services to be delivered at such onsite visit (the "Onsite Event"). Each Onsite Event will consist of one or more seven-hour shifts (each an "Event Shift"). A new Scheduling Addendum shall be executed prior to each Onsite Event.

**Fees:** Checkup Fee = \$180 per Participant Checkup. Customer shall also be responsible for any fees (together with the Checkup Fees, the "Fees") as specified in the General Terms and Conditions, incorporated by reference into this Agreement.

**Eligibility:** Customer will provide Catapult with an up-to-date eligibility file containing employees and/or adult dependents eligible for Services at least 45 business days prior to the first scheduled Event Shift. A final updated eligibility file will be provided to Catapult 10 days prior to the first Event Shift and thereafter as requested by Catapult during the term of this Agreement. Catapult Fees apply to Participants in the eligibility file and others approved by Customer (new hires, recent additions to benefit plan, etc.).

**Participation:** Customer understands and acknowledges that Catapult's minimum participation requirements when delivering Checkups are 25 Participants per Event Shift per day per location and 25 Participants per year (across all locations). When Customer requests and Catapult schedules Event Shifts with Participant capacities greater than this minimum requirement, higher minimum requirements will apply as documented in each Scheduling Addendum signed by Catapult and Customer. For each unused appointment or Checkup shortfall below the minimum requirement, Customer agrees to pay Catapult the Checkup Fee.

**Payment Terms:** If healthcare claims are not being filed through the health plan, a deposit of 50% of the anticipated total Fees for the Onsite Event (the "Deposit") is due 30 days prior to the initial day of each Onsite Event. The balance less the Deposit is due upon receipt of Catapult's invoice following each Onsite Event.

**Term:** One year beginning on the Effective Date and automatically renewing for additional successive one-year terms subject to termination and non-renewal as provided herein.

**Number of eligible employees: 155**  
**Estimated annual participation: 25**  
**Preferred months to deliver Checkups: November**

**This Agreement is executed as of September 5, 2019 (the "Effective Date").**

**CATAPULT HEALTH, LLC**

By: \_\_\_\_\_  
Name: David Michel  
Title: President & CEO  
Address: 8144 Walnut Hill Lane, Suite 1100  
City, State, Zip: Dallas, TX 75231

**COLORADO COUNTY**

By: \_\_\_\_\_  
Name: Ty Prasse  
Title: County Judge  
Address: PO Box 236  
City, State, Zip: Columbus, TX 78934



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**GENERAL TERMS AND CONDITIONS**

This Agreement is subject to the following General Terms and Conditions.

**ARTICLE 1: Catapult's Responsibilities**

- a) **Scheduling.** The parties shall mutually agree upon the schedule for any Onsite Event(s), as set forth in the applicable Scheduling Addendum(s).
- b) **Catapult Staff.** Catapult will provide trained healthcare professionals and appropriate administrative support personnel at each Onsite Event. Such personnel shall at all times conduct themselves in a professional manner, consistent with accepted standards of practice and applicable law or regulation.
- c) **Staffing Levels.** Catapult will determine the appropriate number and mix of staff that provides for the delivery of the Services for the estimated total number of Participants.
- d) **Equipment and Supplies.** Catapult will provide all necessary supplies and equipment to perform the Services. Catapult shall be responsible for the proper use, operation, and removal of all such medical supplies and equipment.
- e) **Marketing Material.** Catapult will provide Customer with electronic materials for Customer's use in promoting Catapult Checkups to eligible Participants. Catapult will also assist Customer in promoting the Onsite Event(s) to eligible Participants after receiving a spreadsheet containing email addresses and first names of Participants.
- f) **Participant Consent.** Catapult will obtain consent from each Participant.
- g) **Removal of Biomedical Waste.** Catapult will promptly dispose of all medical waste generated from the Services. Catapult warrants that all such disposal shall be in accordance with all federal, state, and local laws and regulations.
- h) **Records: Ownership of Data.** Except as otherwise provided by law, Catapult will retain all Participant consents and records covered by this Agreement, including, but not limited to, data regarding the extent and cost of health Checkups provided. Catapult shall retain ownership of data collected by Catapult and data analyses generated by Catapult in connection with the Services.

**ARTICLE 2: Customer's Responsibilities**

- a) **Notification of Onsite Event.** Beginning at least 30 days prior to the first Event Shift, Customer shall use best efforts to provide weekly education and awareness messages to eligible Participants regarding the Onsite Event(s). Customer shall also provide Catapult with a spreadsheet containing the first names and email addresses for all eligible Participants so that Catapult can communicate with them about scheduling a Checkup appointment using Catapult's online scheduler.
- b) **Customer Location Requirements.** Customer will provide timely access to adequate facilities at each worksite location for Catapult to perform the Services in light of the estimated total number of Participants (the "Facilities"). The Facilities will include reasonable necessities (e.g. chairs, tables, access to a high speed guest WIFI network, and access to electricity) required to support the provision of the Services. In addition, the Facilities shall include enough closed-door rooms (with functional land line telephones) in close proximity to the Facilities to enable the Nurse Practitioner video/audio conference consultations with each Participant, without being overheard by other Participants or employees of Customer or other third parties.
- c) **Participant Privacy.** Customer understands and agrees that Catapult will not share any Participant health information with Customer unless permissible by law and consistent with the Business Associate Agreement.
- d) **Compliance with Applicable Wellness Regulations.** Customer agrees to comply with applicable laws and regulations governing the design and administration of wellness programs (including applicable notice requirements) for its

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employees and dependents; including, but not limited to, the requirements of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act.

**ARTICLE 3: Additional Terms Regarding Payment**

- a) **Late Payments.** Any payment not received within 30 days after the invoice date will accrue interest at a rate equal to the lesser of 1.5% per month or the highest rate permitted by applicable law.
- b) **Cancellations.** Event Shifts cancelled in writing with more than 30 calendar days advance notice to Catapult will not result in a cancellation fee. Event Shifts cancelled with less than 30 calendar days advance written notice will result in a cancellation fee of \$2,000 per cancelled Event Shift, unless such cancellation was due to a Force Majeure Event (hereinafter defined).
- c) **Event Shift Reductions:** Event Shifts reduced (to a smaller capacity) by Customer with less than 30 calendar days advance written notice to Catapult will result in an Event Shift reduction fee of \$1,000 per occurrence.
- d) **Disputed Amounts.** If Customer disputes the accuracy of any portion of an invoice, Customer will notify Catapult of such dispute promptly following its discovery. No dispute will relieve Customer from paying the undisputed portion of the invoice. The parties will work together in good faith to resolve the dispute.

**ARTICLE 4: Indemnification and Limitation of Liability**

- a) **Indemnification by Catapult.** Catapult agrees to indemnify, hold harmless, and defend Customer, its officers, directors, employees, agents, successors, and assigns from and against any and all damages, costs, and expenses, including reasonable legal fees and expenses (collectively, "Damages"), incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Catapult's responsibilities under this Agreement.
- b) **Indemnification by Customer.** Customer agrees to indemnify, hold harmless, and defend Catapult, its officers, directors, employees, agents, successors, and assigns from and against any and all Damages incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant other than due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Customer's responsibilities under this Agreement.
- c) **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM OR RELATING TO OBLIGATIONS OF INDEMNIFICATION, OR DAMAGES ARISING FROM THE GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY HEREUNDER, IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) CATAPULT'S LIABILITY HEREUNDER EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO CATAPULT PURSUANT TO THIS AGREEMENT.
- d) **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CATAPULT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY INFORMATION OR SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY MATTER.

**ARTICLE 5: Term and Termination**

- a) **Term and Termination.** This Agreement shall continue until terminated or not renewed. This Agreement shall automatically renew for successive one-year terms unless a party shall have given the other party written notice of non-renewal at least 60 days prior to the anniversary of the initial Onsite Event Date. A new Scheduling Addendum shall be executed prior to each Onsite Event.

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- b) **Elective Termination.** Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 60 days prior written notice to the other party; provided, however, that a termination initiated by Customer shall not relieve it from paying any fees incurred or to be incurred for an Onsite Event scheduled before Catapult has received notice of termination.

**ARTICLE 6: Confidentiality**

- a) Each party shall comply with such party's respective obligations with respect to the privacy and security of Protected Health Information (as defined at 45 CFR 160.103) under applicable law, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and shall comply with the terms of the Business Associate Agreement between the parties, included as Exhibit A and incorporated herein by reference. The parties also agree that they will preserve the confidentiality of data or information relating to the other party's business, which is (i) confidential and clearly so designated, or which by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential; and (ii) submitted to such party by the other party in order to perform Services under this Agreement. Neither party will have an obligation to maintain the confidentiality of any data or information (except to the extent such data or information constitutes Protected Health Information), which (i) was in a party's lawful possession prior to the submission thereof by the other party; (ii) is later lawfully made available to a party by a third party having no obligation of secrecy to the other party; (iii) is independently developed by a third party; (iv) is or later becomes available to the public through no fault of either party; or (v) is subject to disclosure pursuant to a valid court order or subpoena or similar legal process. Violations may be enjoined through injunctive proceedings in addition to any other rights available at law or equity.

**ARTICLE 7: Non-Covered Services, Status of Parties, Independent Medical Judgment**

- a) **Non-covered Services.** The parties acknowledge and agree that this Agreement does not cover any medical services beyond the Services. This Agreement expressly does not cover any of the following:
- i) medical testing other than tests described in the Description of Services on Page 1 of this Agreement;
  - ii) treatment of Participants for any diseases or conditions;
  - iii) emergency care or emergency transport; or
  - iv) prescriptions for medications or pharmaceuticals.
- b) **Status of Parties; Independent Medical Judgment.** Customer acknowledges and agrees that Catapult healthcare providers are obligated to use their own independent medical judgment in the evaluation and treatment of any Participant. No provision of this Agreement shall be construed to affect the free exercise of independent medical judgment by Catapult healthcare providers, and that any provision to the contrary shall be superseded by this paragraph.

**ARTICLE 8: General Provisions**

- a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas (without regard to any conflict of laws rule or principle that might refer governance or construction of this Agreement to the laws of another jurisdiction). Venue for any action brought hereunder shall be proper only in the federal and state courts having jurisdiction in the county in which the headquarters of the party against which such action is brought are located.
- b) **Entire Agreement.** This Agreement and any attached exhibits, addenda, or appendices, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. There are no understandings or agreements relating to the subject matter of this Agreement that are not fully expressed herein, and no change or waiver is valid unless it is in writing and executed by the party against whom it is sought to be enforced. This Agreement may be amended or modified only by a written instrument that is signed by all parties.
- c) **Force Majeure.** In the event either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause (including but not limited to inclement weather) beyond the reasonable control of the party invoking this provision (each, a "Force Majeure Event"), the affected party's performance will

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be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. In the event that a party's performance is prevented or delayed for more than 30 days, then the other party may terminate this Agreement by delivery of written notice to the non-performing party.

- d) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will be enforced, with substitution as necessary to give reasonable overall effect to the terms of this Agreement.
- e) Injunctive Relief. The parties understand and agree that, due to the highly competitive nature of the healthcare industry, the breach of any covenants set out in this Agreement may cause irreparable injury to Catapult or Customer for which no adequate remedy at law will be available. Therefore, either Catapult or Customer, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of this Agreement.
- f) Business Relationship. The parties agree that Catapult is an independent contractor of Customer. This Agreement will not create any agency, employment, joint venture, partnership, representation, or an attorney-client or fiduciary relationship between the parties. No party has the authority to nor will a party attempt to, create any obligation on behalf of another party as a result of this Agreement.
- g) Compliance with State and Federal Laws. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal laws and regulations, including, but not limited to, the federal and state privacy and security laws, the applicable provisions of the Patient Protection and Affordable Care Act (Public Law 111-148) and the Health Care and Education Reconciliation Act (Public Law 111-152), and the Texas Occupations Code illegal remuneration law; provided however, Customer shall be responsible for its and its Participants compliance with the Employee Retirement Income Security Act of 1974, applicable requirements of the Internal Revenue Service and the Patient Protection and Affordable Care Act of 2010. Notwithstanding any unanticipated effect of any of the provisions herein, the parties agree not to intentionally conduct themselves under the terms of this Agreement in a manner that would constitute a violation of any federal, state or local law, as each such law is amended.
- h) No Government Payor Reimbursement. It is the intent of Catapult and Customer that Customer and Catapult will not be participating in a federal or state healthcare program or seeking reimbursement from any federal or state healthcare program for the services provided to Participants.
- i) Managed Care Contracting. As applicable, the parties agree to participate in and comply with the provisions of any participating provider, managed care and other third party payor contracts entered into by the parties.
- j) Authority. Each individual executing above on behalf of an entity hereby represents and warrants to the other party that such individual is duly authorized to execute, and to deliver, this Agreement on behalf of that entity and that such execution and delivery makes this Agreement a valid and binding obligation of the entity for all purposes.
- k) Notices. All notices to a party pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the officer executing this Agreement at the address set forth on the signature page hereto.
- l) Successors and Assigns. No party may assign its rights or delegate its duties or obligations hereunder without the prior written consent of the other applicable party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Notwithstanding the preceding, it is understood and agreed that this Agreement automatically assigns to the purchaser of all or substantially all of a party's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of the party, without requiring consent from the other party.

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**EXHIBIT A TO ONSITE SERVICES AGREEMENT  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement ("BAA") amends and is made part of the Onsite Services Agreement (the "Onsite Services Agreement") by and between Customer and Catapult ("Business Associate").

Customer and Business Associate agree that the parties incorporate this BAA into the Onsite Services Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the "HIPAA Rules"). To the extent Business Associate is acting as a Business Associate of Customer pursuant to the Onsite Services Agreement, the provisions of this BAA shall apply, and Business Associate shall be subject to the penalty provisions of HIPAA as specified in 45 CFR Part 160.

1. **Definitions.** Capitalized terms not otherwise defined in this BAA shall have the meaning set forth in the HIPAA Rules. References to "PHI" mean Protected Health Information maintained, created, received or transmitted by Business Associate from Customer or on Customer's behalf.

2. **Uses or Disclosures.** Business Associate will neither use nor disclose PHI except as permitted or required by this BAA or as Required By Law. To the extent Business Associate is to carry out an obligation of Customer under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E that apply to Customer in the performance of such obligation. Business Associate is permitted to use and disclose PHI:

- (a) to perform any and all obligations of Business Associate as described in the Onsite Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Customer directly;
- (b) otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Customer directly and provided that Customer gives its prior written consent;
- (c) to perform Data Aggregation services relating to the health care operations of Customer;
- (d) to report violations of the law to federal or state authorities consistent with 45 C.F.R. § 164.502(j)(1);
- (e) as necessary for Business Associate's proper management and administration and to carry out Business Associate's legal responsibilities (collectively "Business Associate's Operations"), provided that Business Associate may only disclose PHI for Business Associate's Operations if the disclosure is Required By Law or Business Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the recipient or as Required By Law; and (2) notify Business Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached;
- (f) to create de-identified information in accordance with 45 C.F.R. § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law;
- (g) to create a limited data set as defined at 45 CFR §164.514(e)(2), provided that Business Associate will only use and disclose such limited data set for purposes of research, public health or health care operations and will comply with the data use agreement requirements of 45 CFR §164.514(e)(4), including that Business Associate will not identify the information or contact the individuals.

In the event Customer notifies Business Associate of an Individual's restriction request granted pursuant to 45 CFR §164.522 that would restrict a use or disclosure otherwise permitted by this Section, Business Associate shall comply with the terms of the restriction request.

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3. **Safeguards.** Business Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA. Business Associate will also comply with the provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this BAA.
4. **Subcontractors.** In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate will ensure that all of its Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree by written contract to comply with the same restrictions and conditions that apply to Business Associate with respect to such PHI, including but not limited to the obligation to comply with 45 CFR Part 164, Subpart C.
5. **Minimum Necessary.** Business Associate represents that the PHI requested, used or disclosed by Business Associate shall be the minimum amount necessary to carry out the purposes of the Onsite Services Agreement. Business Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
6. **Obligations of Customer.** Customer shall notify Business Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Customer has agreed to or with which Customer is required to comply, to the extent any of the foregoing affect Business Associate's use or disclosure of PHI. Customer shall obtain all consents, permissions or authorizations, if any, required for Customer to disclose PHI to Business Associate and for Business Associate to use and disclose PHI as permitted herein and only disclose to Business Associate the minimum Protected Health Information necessary to allow Business Associate to perform its obligations under the Onsite Services Agreement.
7. **Access and Amendment.** In accordance with 45 CFR § 164.524, Business Associate shall permit Customer or, at Customer's request, an individual (or the individual's designee) to inspect and obtain copies of any PHI about the individual that is in Business Associate's custody or control and that is maintained by Business Associate in a Designated Record Set. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Customer and the individual. Business Associate will, upon receipt of notice from Customer, promptly amend or permit Customer access to amend PHI held in a Designated Record Set by Business Associate so that Customer may meet its amendment obligations under 45 CFR § 164.526.
8. **Accounting.** Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to HITECH, Business Associate will record for each disclosure that Business Associate makes of PHI the information necessary for Customer to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Business Associate shall also record such information with respect to electronic PHI held by Business Associate as would be required under the regulations for Covered Entities beginning on the effective date of such regulations. Business Associate will make information required to be recorded pursuant to this Section available to Customer promptly upon Customer's request for the period requested, but for no longer than required by the HIPAA Rules (except Business Associate need not have any information for disclosures occurring before the effective date of this BAA).
9. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to Customer or HHS to determine compliance with the HIPAA Rules.
10. **Reporting.** To the extent Business Associate becomes aware or discovers any use or disclosure of PHI not permitted by this BAA, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Business Associate shall promptly report such use, disclosure, Security Incident or Breach to Customer. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or a non-permitted use or disclosure of PHI that is caused by Business Associate. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Business Associate to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Customer shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above,

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so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

11. **Term and Termination.** This BAA shall be effective as of the effective date of the Onsite Services Agreement and shall remain in effect until termination of the Onsite Services Agreement. Either party may terminate this BAA and the Onsite Services Agreement effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this BAA and the Onsite Services Agreement effective immediately upon written notice to other party.

Upon termination of this BAA for any reason, Business Associate will, if feasible, return to Customer or destroy all PHI maintained by Business Associate in any form or medium, including all copies of such PHI. Further, Business Associate shall recover any PHI in the possession of its Subcontractors and return to Customer or securely destroy all such PHI. In the event that Business Associate determines that returning or destroying any PHI is infeasible, Business Associate may maintain such PHI but shall continue to abide by the terms and conditions of this BAA with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this BAA for any reason, all of Business Associate's obligations under this BAA shall survive termination and remain in effect (a) until Business Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Business Associate retains any PHI pursuant to this Section.

12. **General Provisions.** In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the parties shall negotiate in good faith to amend this BAA to remain in compliance with such regulations. Any ambiguity in this BAA shall be resolved to permit Customer and Business Associate to comply with the HIPAA Rules. Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this BAA override and control any conflicting term or condition of the Onsite Services Agreement and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the Onsite Services Agreement remain in full force and effect.

13. **Successors and Assigns.** No party may assign its rights or delegate its duties or obligations hereunder without the prior written consent of the other applicable party hereto. Nothing in this BAA, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this BAA, except as expressly provided in this BAA. Notwithstanding the preceding, it is understood and agreed that this BAA automatically assigns to the purchaser of all or substantially all of a party's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of the party, without requiring consent from the other party.

This BAA is executed as of September 5, 2019 (the "Effective Date").

**CATAPULT HEALTH, LLC**

By: \_\_\_\_\_  
Name: David Michel  
Title: President & CEO  
Address: 8144 Walnut Hill Lane, Suite 1100  
City, State, Zip: Dallas, TX 75231

**COLORADO COUNTY**

By: \_\_\_\_\_  
Name: Ty Frazer  
Title: County Judge  
Address: PO Box 236  
City, State, Zip: Columbus, TX 78934

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**Catapult Health is a National Preventive Healthcare Practice, a Provider (not a vendor).**

We bring Preventive Checkups to the worksite at about half the cost of what most practices charge for in-office checkups.

## Who We Are, What We Do

- Our nurses perform lab accurate diagnostic blood work in real time (unique to Catapult) with only a finger stick, take blood pressure & BMI measurements, and confirm each participant's medical history.
- Within minutes, participants get their results and meet privately with one of our board certified Nurse Practitioners using next generation live video technology.
- A Personal Action Plan is created on-the-spot and clinical results are securely transmitted in real-time to each participant's smart phone, patient portal and primary care provider.
- High risk and newly diagnosed participants are warmly handed off, or actually enrolled, into Disease & Lifestyle Management programs at record rates, and employees are back to work without delay.
- Everyone meets with a Primary Care Practitioner (a Catapult NP), new diagnoses of previously undetected chronic conditions are made, gaps in care are closed, and preventive checkup compliance is dramatically increased from 20% to 80%, or more.
- Cohort studies of Catapult patients consistently document reduced health risks related to hypertension, diabetes and heart disease.
- Catapult doesn't use contractors — 100% of our people are Catapult employees.
- And since Catapult is a Medical Provider, we're already in your budget. Our all-inclusive checkup fee is typically processed by your health plan as a preventive care claim, and there are no additional fees for setup/implementation, reporting or data feeds.
- Catapult Health's Preventive Checkups make biometrics screenings obsolete. You can eliminate your biometrics screenings budget and re-deploy those fees to incentives or other health & wellbeing programs.



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**Personal Health Report**

**Checkup Date:** August 18, 2017  
**Patient Name:** Jane Doe

Jane Doe  
123 Maine Street  
Dallas, TX 75231



**Catapult Health Nurse  
Practitioner:**  
Amanda Hall, APRN, FNP-BC

**JANE'S ACTION PLAN**



1. Discuss your recent increase in depression with your therapist.
2. As we discussed, also reach out to Stay Calm EAP (see below). They will help you!
3. At your next office visit, discuss your blood sugar results with your doctor/provider
4. Be sure to consistently take your blood pressure medication, every day.
5. Follow up with your Provider within 6-12 months

I'm confident you can do this, Jane! Little changes done consistently will make a BIG difference. Thank you for making the decision to participate in this health checkup. I enjoyed speaking with you about ways you can improve your health.

*Amanda Hall*

Amanda Hall, APRN, FNP-BC

**RESOURCES AVAILABLE TO YOU**



**Stay Calm EAP** – Financial counseling, stress management, crisis management, cat juggling, alcohol counseling, drug counseling. 555-668-9999 [www.StayCalmEAP.com](http://www.StayCalmEAP.com)

**Never Again Smoking Cessation** – All tobacco cessation. Online classes. Nicotine replacement therapy included. 555-909-0087 [www.QuitNow.com](http://www.QuitNow.com)

**Naturally Slim** – Weight loss and pre-diabetes program. Online classes. Available to everyone on BCBS plan at no cost. 555-876-1234 [www.NaturallySlim.com](http://www.NaturallySlim.com)

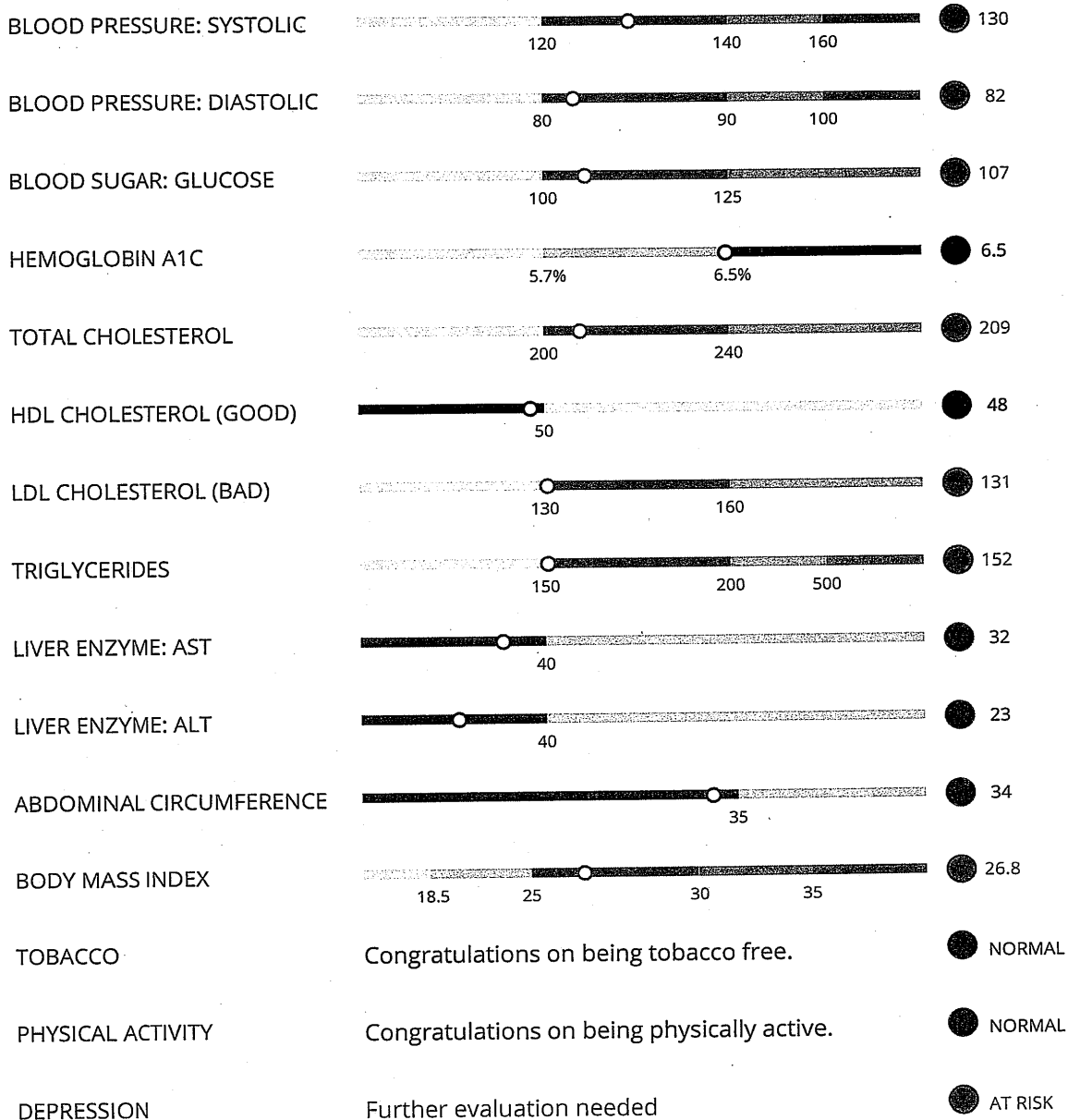
**National Suicide Hotline** – 24/7 private counseling. 555-765-8979 [www.SuicidePreventionLifeline.org](http://www.SuicidePreventionLifeline.org)

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Health Overview: Jane Doe  
August 18, 2017



● NORMAL    ● AT RISK    ● ALERT

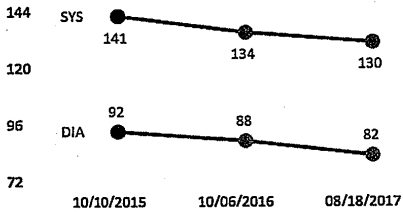


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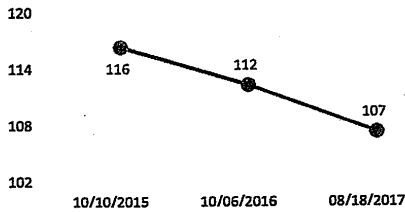
Health History: Jane Doe  
August 18, 2017



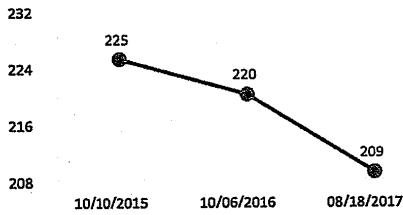
**BLOOD PRESSURE**



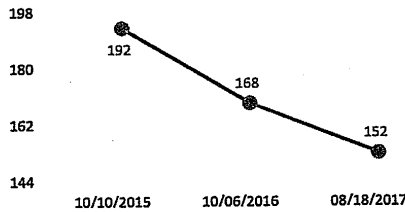
**BLOOD SUGAR: GLUCOSE**



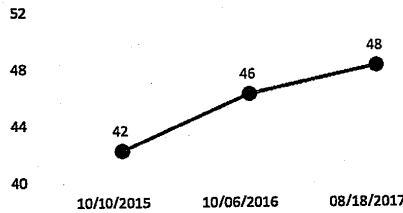
**TOTAL CHOLESTEROL**



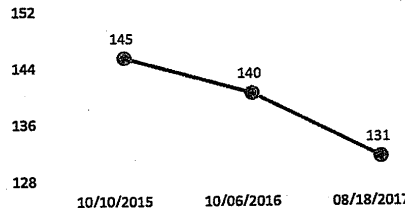
**TRIGLYCERIDES**



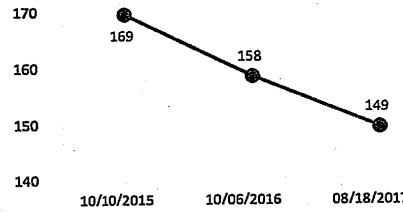
**HDL CHOLESTEROL (GOOD)**



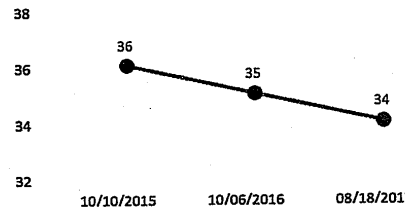
**LDL CHOLESTEROL (BAD)**



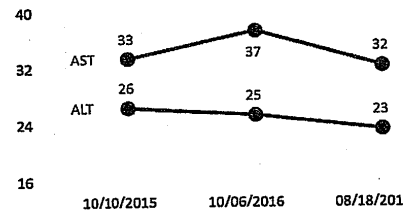
**WEIGHT**



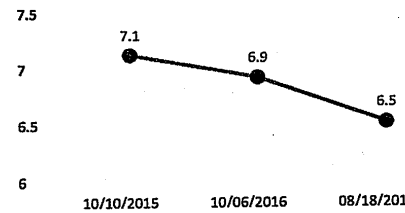
**ABDOMINAL CIRCUMFERENCE**



**LIVER ENZYMES**



**HEMOGLOBIN A1C**



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**Metabolic Syndrome Risks: Jane Doe**

August 18, 2017

**Cataqult**  
HEALTH  
CONFIDENTIAL

Metabolic syndrome is a group of risk factors that, in combination with one another, indicate that your body is more likely to develop a serious chronic health condition. People with Metabolic Syndrome are FIVE times more likely to develop type 2 diabetes and TWICE as likely to develop heart disease. If you have three or more of the following risks, you are considered to have Metabolic Syndrome.

<b>METABOLIC SYNDROME RISK FACTORS</b>	<b>RISK THRESHOLD</b>	<b>YOUR VALUES</b>	<b>YOUR STATUS</b>
BLOOD PRESSURE	≥ 130 / ≥ 85	130 / 82	●
BLOOD SUGAR: GLUCOSE	≥ 100	107	●
HDL CHOLESTEROL	Men < 40 Women < 50	48	●
TRIGLYCERIDES	≥ 150	152	●
ABDOMINAL CIRCUMFERENCE	Men ≥ 40" Women ≥ 35"	34	●
<b>3 or more risks indicate Metabolic Syndrome*</b>	You have 4 out of 5 risks: HIGH		●

\*Assessment of Metabolic Syndrome using the risk thresholds above requires fasting blood test values. If you did not fast for 8 hours prior to your blood tests, your values for Blood Sugar: Glucose and Triglycerides may be elevated and therefore not adequate for determining whether or not you have Metabolic Syndrome.

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## Depression Screening Results: Jane Doe

August 18, 2017

**Cataapult**  
HEALTH  
CONFIDENTIAL

### YOUR DEPRESSION STATUS

Based on your responses to questions in the Health Questionnaire\*, it appears that you have symptoms consistent with mild depression. When a person has depression, it interferes with daily life and normal functioning. It can cause pain for both the person with depression and those who care about him or her. Depression is a real illness. It is not a sign of weakness or a character flaw. You can't "snap out of" clinical depression. Most people who experience depression need treatment to get better.

### Depression Is Treatable

If you think you may have depression, make an appointment to see your doctor or health care provider. This could be your primary doctor or a health provider who specializes in diagnosing and treating mental health conditions (psychologist or psychiatrist). Certain medications, and some medical conditions, such as viruses or a thyroid disorder, can cause the same symptoms as depression.

### Talking with Your Doctor

How well you and your doctor talk to each other is one of the most important parts of getting good health care. To prepare for your appointment make a list of any symptoms you've had including any that may seem unrelated to the reason for your appointment.

- When did your symptoms start?
- How severe are your symptoms?
- Have the symptoms occurred before?
- If the symptoms have occurred before, how were they treated?
- Do you have any thoughts of self-harm?
- Key personal information, including any major stresses or recent life changes?
- All medications, vitamins, or other supplements that you're taking?

### THINGS YOU CAN DO

If you have depression, you may feel exhausted, helpless, and hopeless. It may be difficult to take any action to help yourself. Here are some tips that may help.

- Seek help from your health care provider.
- Be active. Exercise. Go to a movie, a ballgame, or another activity that you once enjoyed.
- Break up large tasks into small ones. Set some priorities and do what you can, as you can.
- Try to spend time with other people and confide in a trusted friend or relative.
- Expect your mood to improve gradually, not immediately. Do not expect to suddenly "snap out of" your depression. Often during treatment for depression, sleep and appetite will begin to improve before your depressed mood lifts.
- Postpone important decisions, such as getting married or divorced or changing jobs, until you feel better. Discuss decisions with others who know you well and have a more objective view of your situation.
- Remember that positive thinking will replace negative thoughts as your depression responds to treatment.
- Continue to educate yourself about depression.

\*The question set used to assess depression is the PHQ-9.

Source: Depression: What You Need to Know, National Institute of Mental Health

### NEED HELP NOW?

Call 1-800-273-TALK (8255) (National Suicide Prevention Lifeline)

Go online to  
[www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org) (National Suicide Prevention Lifeline)

Text START to 741741 (Crisis Text Hotline)

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## Heart Attack and Stroke Symptoms

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### WHAT IS A HEART ATTACK?

Damage to an area of heart muscle that is deprived of oxygen, usually due to blockage of a diseased coronary artery.

#### Heart Attack Symptoms

- Chest discomfort, which may feel like pain, pressure, lightness, heaviness or burning (also called angina)\*
- Pain or discomfort in the neck, shoulders, lower jaw, arms, upper back or abdomen
- Shortness of breath that lasts more than a few seconds
- Feeling lightheaded, dizzy or faint
- Nausea and/or vomiting
- Overwhelming fatigue
- Heart palpitations (feeling like your heart is beating faster than normal or out of rhythm)

#### What should I do if I have symptoms of a heart attack?

- **Dial 911.** Do not drive yourself to the hospital.
- After calling for emergency medical help, chew and swallow 1 uncoated aspirin (325 mg) or 4 uncoated baby aspirins (81 mg each). Do not take aspirin if you have a known aspirin allergy.
- If you are alone, unlock your front door to let emergency responders enter your home.
- Sit in a comfortable chair and wait for help.
- Keep a phone near you.

### WHAT IS A STROKE?

A sudden loss of brain function caused by a blockage or rupture of a blood vessel to the brain.

#### Stroke Symptoms

- Sudden weakness or numbness of the face, arm, or leg on one side of your body
- Sudden dimness or loss of vision, particularly in one eye
- Loss of speech, trouble talking, or understanding what others are saying
- Sudden onset severe headache with no known cause
- Unexplained dizziness, difficult walking, or falling, especially alongside any of the above mentioned symptoms

Another warning sign of stroke is a transient ischemic attack (TIA). A TIA is a "mini-stroke" that may cause the symptoms listed above and lasts less than 24 hours before disappearing. TIAs are a serious warning sign that a stroke may happen in the future and should not be ignored.

#### **If you observe any of these symptoms (independently or together), call 911 immediately.**

The sooner you get help, the more doctors can do to prevent further or permanent damage.

\*Although men and women may experience chest pain that feels like an elephant sitting across the chest, women can experience a heart attack without chest pain. Instead, they may experience other symptoms, particularly shortness of breath, nausea/vomiting and back or jaw pain.

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## Ways to Improve Your Results

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### BLOOD PRESSURE

The systolic (or top) value measures the pressure in the arteries when the heart beats (when the heart muscle contracts). The diastolic (or bottom) value measures the pressure in the arteries between heartbeats (when the heart muscle is resting between beats and refilling with blood).

Risk factors for hypertension include family history of high blood pressure, advanced age, lack of physical activity, poor diet (including high salt consumption), obesity, excessive alcohol intake, tobacco use and stress.

#### Ways to improve Blood Pressure:

- Lose weight
- Reduce salt intake
- Follow the DASH diet
- Increase exercise
- Cut back on alcohol

### GLUCOSE, HEMOGLOBIN A1C

A blood glucose test measures the amount of a type of sugar called glucose in your blood. Glucose comes from carbohydrates in foods. It is the main source of energy used by the body. Fasting blood sugar (or glucose) is often the first test done to check for prediabetes and diabetes.

Elevated blood glucose occurs when the body has too little insulin or when the body cannot use insulin properly.

Hemoglobin A1C reflects an average blood glucose level for the past 2 to 3 months.

#### Ways to improve Glucose:

- Cut back on or avoid sugary foods and drinks
- Decrease carbohydrate intake: limit white bread, pasta, rice and potatoes
- Increase exercise
- Lose weight
- Manage stress
- Limit alcohol consumption
- Avoid tobacco use

### TOTAL CHOLESTEROL

Total cholesterol is a measure of the cholesterol components LDL, HDL and a portion of your triglycerides level. A total cholesterol score of less than 200 mg/dL is considered optimal.

Total cholesterol values above 200 mg/dL can sometimes be considered optimal for those with protective HDL levels.

### HDL CHOLESTEROL

HDL is a type of lipoprotein often referred to as "good" cholesterol. It acts as a cholesterol scavenger by removing the LDL (or bad) cholesterol, picking up excess cholesterol in the blood, and taking it back to the liver where it is broken down. The higher your HDL level, the less "bad" cholesterol you will have in your blood.

#### Ways to improve HDL:

- Cut back or quit smoking
- Increase exercise
- Increase intake of "good fats"
- Consume oily fish (salmon, tuna, mackerel, and trout), olive oil, avocado, almonds or walnuts
- Eat 50 grams of dark chocolate daily (about 1.5 ounces)
- Consume purple skinned fruits and juices (including red wine in moderation)
- Use 1 to 4 grams of omega-3 fatty acid supplement, or flaxseed oil

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## Ways to Improve Your Results

---

### LDL CHOLESTEROL

LDL cholesterol is considered the "bad" cholesterol because it contributes to plaque, a thick, hard deposit that can clog arteries and make them less flexible. This condition is known as atherosclerosis. If a clot forms and blocks a narrowed artery, heart attack or stroke can result.

#### Ways to improve LDL:

- Cut back on animal fats — replace red meats with fish, turkey, or skinless chicken
- Decrease cheese and dairy products
- Limit saturated fats/trans fats — reduce fried foods, tropical oils and vegetable oils, butter, pre-made baked goods
- Eat oatmeal five times a week
- Increase intake of soluble fiber
- Increase exercise

### TRIGLYCERIDES

Triglycerides are a type of fat (lipid) found in your blood. When you eat, your body converts any calories it does not need to use right away into triglycerides. If you regularly eat more calories than you need, particularly "easy" calories like carbohydrates and fats, you may have high triglycerides.

High triglycerides may contribute to hardening of the arteries or thickening of the artery walls (atherosclerosis), which increases the risk of stroke, heart attack and heart disease. They are often a sign of other conditions including obesity, poorly controlled type 2 diabetes, low levels of thyroid hormones, and liver or kidney disease.

High triglycerides could also be a side effect of taking certain medications, such as beta blockers, oral contraceptives, diuretics, steroids or tamoxifen.

#### Ways to improve Triglycerides:

- Lose weight if overweight — even 5-10 pounds can make a difference
- Cut back or avoid sugary and refined foods (white bread, pasta, rice, potatoes)

- Choose to eat "healthier fats" (olive, peanut and canola oils)
- Limit alcohol
- Increase physical activity
- Take 1 to 4 grams of omega-3 fatty acid supplement

### ABDOMINAL CIRCUMFERENCE

Your abdomen may be telling you that you are at high risk of developing obesity-related conditions. If you are a man whose abdominal circumference is more than 40 inches or a non-pregnant woman whose abdominal circumference is more than 35 inches, your risk for heart disease increases.

Excessive abdominal fat is serious because it places you at greater risk for developing obesity-related conditions, such as type 2 diabetes, high blood cholesterol, high triglycerides, high blood pressure, and coronary artery disease.

### METABOLIC SYNDROME

Metabolic syndrome is a group of risk factors that, in combination with one another, indicate that you are at greater risk to develop a chronic health condition. Those with metabolic syndrome are FIVE times more likely to develop type 2 diabetes and TWICE as likely to develop heart disease. The good news is that for most people, the risks can be reversed.

If you have three or more of the metabolic syndrome risks, you are considered to have metabolic syndrome.

#### Ways to lower Metabolic Syndrome risk levels:

- Lose weight
- Be physically active
- Eat a heart-healthy diet
- Quit smoking

If these changes are not enough, your doctor may prescribe medications to control your blood pressure, blood sugar and triglycerides.



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## Ways to Improve Your Results

---

### LIVER ENZYMES (AST, ALT)

Elevated liver enzymes may indicate inflammation or damage to cells in the liver. Inflamed or injured liver cells leak higher than normal amounts of certain chemicals, including liver enzymes, into the bloodstream, which can result in elevated liver enzymes on blood tests.

In most cases, liver enzyme levels are only mildly and temporarily elevated and do not signal a chronic, serious liver problem. The two liver enzymes are Aspartate transaminase (AST) and Alanine transaminase (ALT).

### BODY MASS INDEX

Body mass index (BMI) is a measure of body fat based on height and weight. It is used as a screening tool to identify possible weight problems in adults. BMI does not take into account muscle mass vs. body fat. Someone who is athletic with large muscle mass may fall into an at-risk category.

To determine if excess weight is a health risk, a healthcare provider should consider other factors, such as exercise, diet, and personal and family health history. BMI may also be adjusted for ethnicity.

### EXERCISE

Physical activity is anything that gets your body moving. Adults need to participate in two types of physical activity each week to improve their health – aerobic and muscle-strengthening.

#### Minimal adult needs:

- 150 minutes of moderate-intensity aerobic activity (brisk walking) or
- 75 minutes of vigorous-intensity aerobic activity (jogging or running) and
- Muscle-strengthening activities 2 or more days a week

#### Greater health benefits:

- 300 minutes of moderate-intensity aerobic activity (brisk walking) or
- 150 minutes of vigorous-intensity aerobic activity (jogging or running) and
- Muscle-strengthening activities 2 or more days a week

#### Benefits of Exercise:

- Lowers risk for heart disease
- Improves blood glucose
- Keeps weight down
- Improves mood
- Decreases risk for certain types of cancer
- Reduces risk for osteoporosis
- Increases energy
- Improves sleep

### SMOKING

About 20% of all deaths from heart disease in the U.S. are directly related to cigarette smoking. That's because smoking is a major cause of heart attack. Smokers continue to increase their risk of heart attack the longer they smoke.

People who smoke a pack of cigarettes a day have more than TWICE the risk of heart attack than non-smokers. Smoking decreases oxygen to the heart, increases blood pressure and heart rate, increases blood clotting, and damages the cells that line the coronary arteries and other blood vessels.

Smoking is by far the most important preventable cause of cancer in the world. Quitting smoking is one of the most impactful things one can do to improve health.

**1-800-QUIT-NOW**

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## Ways to Improve Your Results

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### VACCINATIONS

#### Why Are Vaccines Important?

First and foremost, vaccines save lives. With the introduction of more and more vaccinations you can be protected against more diseases than ever before. Some diseases that in the past were fatal have been eliminated completely. Others are close to extinction primarily because of safe and effective vaccines. Immunizations also protect others. By vaccinating yourself you help prevent the spread of disease to your friends and loved ones. Providing full childhood and adult immunizations is paving the way for future generations to eliminate diseases that disabled or killed generations before us.

Vaccinations are recommended throughout life to prevent vaccine-preventable diseases. Adult vaccination coverage, however, remains low for most routinely recommended vaccines and well below the Healthy People 2020 targets.

### CANCER SCREENING

Cancer screening exams are medical tests done when you do not have any obvious signs of illness. They may help find cancer at an early stage, thus increasing the chances of successful treatment. If you have a family history of any of the below cancers or any other risk factors, you should discuss your early cancer screening and prevention strategy with your healthcare provider. Based on your gender and age, you should have the following screenings performed:

#### Breast Cancer

- **Mammogram:** Women ages 40 and over should have a mammogram every 1-2 years or as recommended by your healthcare provider.
- **Clinical breast exam:** Women ages 40 and over should have a breast exam performed as recommended by your healthcare provider.
- **Breast self-awareness:** Women ages 20 and over should know how their breasts normally look and feel and report any change promptly to their healthcare provider.

#### Cervical Cancer

Beginning at age 21, women should obtain their first Pap test, repeating the test every three years. Beginning at age 30, your healthcare provider may recommend additional tests.

#### Colorectal Cancer

Starting at age 50, men and women at average risk for developing cancer should be tested for colorectal cancer as recommended by their physician.

### DEPRESSION

Depression is a common medical condition that is different from normal fluctuations in mood or struggles in life.

Depression can become a serious health condition when it lasts longer than two weeks and is accompanied by daily feelings of being sad, or a loss of interest in most activities. Common symptoms of depression include feeling tired or having little energy, problems with sleep, a poor appetite, feeling bad about oneself, difficulty concentrating or making decisions, diminished interest or pleasure in almost all activities, and even thoughts of being better off dead or hurting yourself.

During mild episodes of depression, others may think you are functioning normally even when you are not. In more severe cases, it can become extremely difficult to continue your normal routines of life at work, at home, and in other areas.

If you are depressed, you should be evaluated and treated by your local doctor or another qualified clinician. Treatment options include antidepressant medications and psychological counseling. Activities that can improve your mood include physical activity of all kinds and spending time with supportive family or friends. It's never too late to seek treatment.

**If needed, the National Suicide Prevention Lifeline is 1-800-273-8255.**

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## Next Generation Preventive Care

Offer your employees and their family members a comprehensive health evaluation, administered at your workplace by Catapult employees and reviewed one-on-one with a board certified Catapult Nurse Practitioner. The private checkup requires only 30-40 minutes and can be billed as a claim with your health plan. Below is a list of the services included, all for a single price.

### Values Measured

*Lab-accurate measurements  
in less than 15 minutes, as allowed  
by state testing regulations*

- GLU
- TRIG
- CHOL
- HDL
- LDL
- VLDL
- AST
- ALT
- Blood Pressure
- Height
- Weight
- BMI
- A1C for known diabetics
- Waist Circumference
- Calculated Framingham Risk

### Personal Health History

*Reviewed by the Nurse Practitioner  
during consultation*

- Allergies
- Asthma
- Cancer
- Coronary Artery Disease
- Diabetes
- Heart Failure
- HIV/AIDS
- Hyperlipidemia
- Hypertension
- Kidney Disease
- Obstructive Sleep Apnea
- Stroke

### Family History

*Reviewed by the Nurse Practitioner  
during consultation*

- Diabetes
- Coronary Artery Disease
- Stroke
- Breast Cancer
- Colon Cancer

### Medications

*Reviewed by the Nurse Practitioner  
during consultation*

- Compliance
- Effectiveness Review
- Potential Reactions among Multiple Meds
- Generic Options

### Cancer Screening Status

*Reviewed by the Nurse Practitioner  
during consultation*

- Breast Exam
- Colorectal Screening
- Pap Smear

### Symptoms Captured

*Reviewed by the Nurse Practitioner  
during consultation*

- Aches from Medication Reactions
- Bladder Infections
- Chest Pain
- Circulation Problems
- Foot Ulcers
- Gum Infections
- Pain While Walking
- Seizures
- Shortness of Breath
- Skin Infections
- Sleeping Problems
- Slow Healing Wounds
- Swelling of Hands or Legs

### Personal Results Delivered in Real Time

- Secure Patient Portal (responsive design)
- Apple Health Card
- NP Audio Recording of Checkup Summary

### Depression Screening

*Now a standard component of each  
Catapult checkup*

- PHQ9 Depression Assessment
- Columbia-Suicide Severity Rating Scale
- Referral into Employee Assistance Programs

### Care Compliance and Gaps in Care Identified

*Reviewed by the Nurse Practitioner  
during consultation*

- Asthma
- Coronary Artery Disease
- Chronic Obstructive Pulmonary Disease
- Diabetes
- Hypertension

### Referrals and Data Access

- Results are sent to Patient's Primary Care Provider
- If no PCP, Catapult helps each person find one
- Enrollment in disease management programs
- Enrollment in health coaching programs
- Data sent to other healthcare providers and wellness providers
- Patient has online access to results and notes on computer and smartphone

### Personal Action Plan

- Developed with the Catapult Board Certified Nurse Practitioner

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# POPULATION HEALTH REPORT

Sample Report

Report Period Beginning

08/01/2017

Report Period Ending

06/18/2018

CONFIDENTIAL

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## Overview

This report includes important biometric and other risk factors as identified during checkups in the time period indicated on the front cover of this report. Bar graphs are used to demonstrate percentages of the population for each risk factor. Red bars reflect the aggregate data of the total population who was evaluated. Blue bars reflect data for the male participants, and green bars reflect data for female participants. When different degrees of risk or acuity are indicated, the charts report the highest risk or acuity to the left and the lowest to the right.

All data are presented in aggregate format to protect the privacy of individual participants.

This report includes only values that were collected during a Catapult Health checkup.

This report is reflective of only those patients who were fasting and had complete sets of data.

On the following page is information about participation rates, including the number of males and females and the average age for each group.

Pages 5-13 include more details about each area of risk that is assessed.

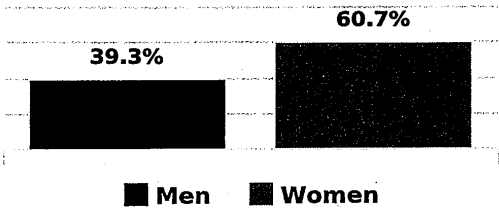
Page 14 compares this population to Catapult Health average values, which include data for more than 310,000 patients.

At the back of this report is an Appendix which includes general information about each of the areas being reported.

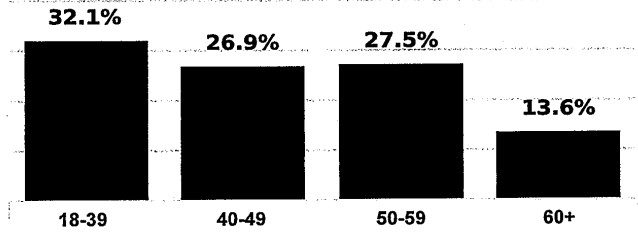
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## Participation

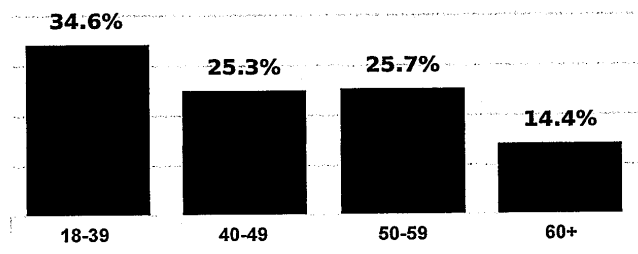
	<u>Total</u>	<u>Men</u>	<u>Women</u>
Patients	21901	8614	13287
Average Age	45.8	45.3	46.1



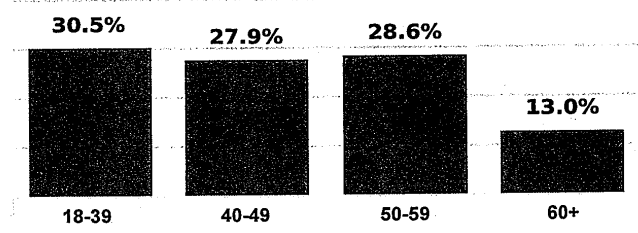
**Participation By Age  
Total**



**Participation by Age  
Men**



**Participation by Age  
Women**

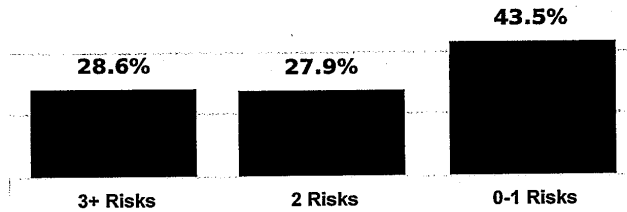


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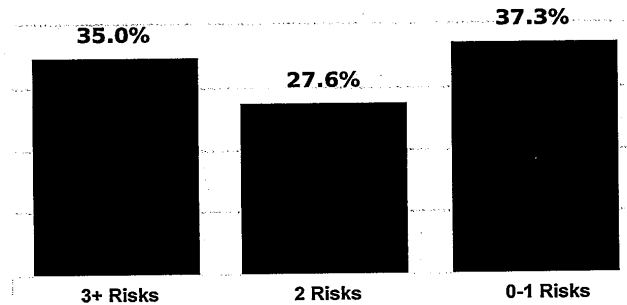
**Metabolic Syndrome**

	<u>Total</u>	<u>Men</u>	<u>Women</u>
Number of Patients with Metabolic Syndrome	4995	2372	2623
Percentage of Patients with Metabolic Syndrome	28.6%	35.0%	24.6%
Not fasting (not included in the charts below)	3985	1638	2347

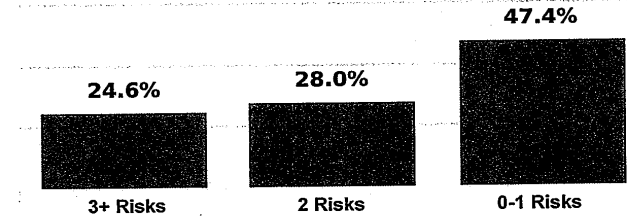
**Metabolic Syndrome  
All Patients**



**Metabolic Syndrome  
Men Only**



**Metabolic Syndrome  
Women Only**





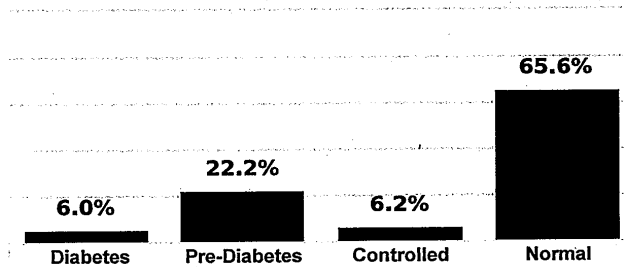
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**Blood Sugar**

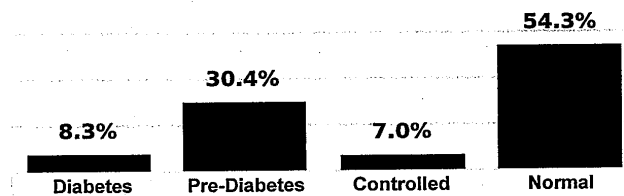
	<u>Number</u>	<u>Percentage</u>
Previous Diagnosis of Diabetes	2196	10.0%
Diabetes During Pregnancy (Women Only)	169	1.3%
New Identification of Diabetes	421	1.9%
Not Fasting (not included in the charts below)	3985	18.2%

Note: Controlled is defined as having a history of diabetes and an A1c value < 7.0%

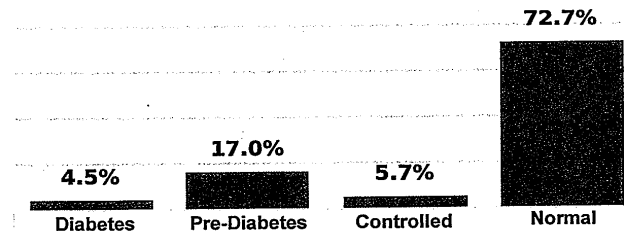
**Diabetes Status  
All Patients**



**Diabetes Status  
Men**



**Diabetes Status  
Women**



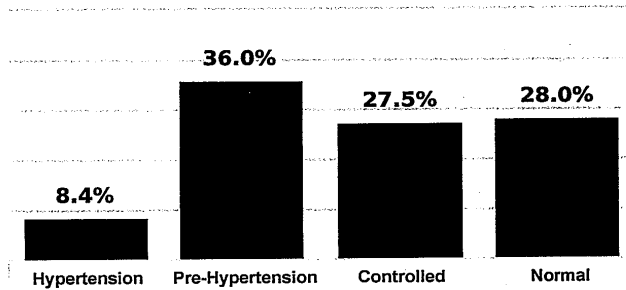
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**Blood Pressure**

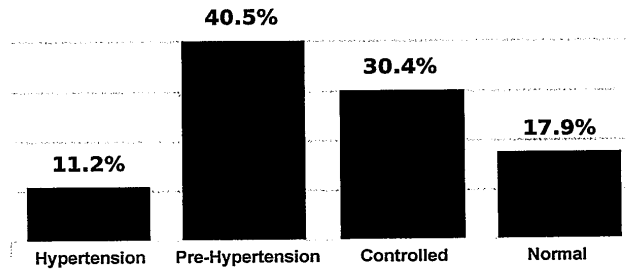
	<u>Number</u>	<u>Percentage</u>
Previous Diagnosis of Hypertension	7089	32.4%
Currently Being Treated for Hypertension	6127	28.0%
New Identification of Hypertension	785	3.6%

The criteria for "Controlled" were updated in March 2017 to reflect the JNC8 guidelines. See appendix section for Blood Pressure at the end of this report for details.

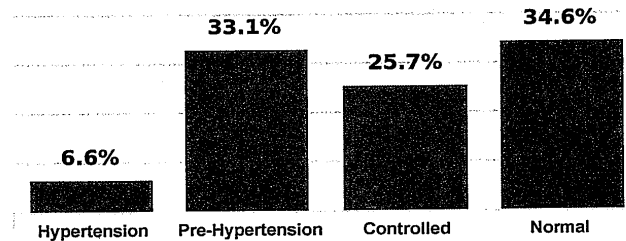
**Blood Pressure Status  
All Patients**



**Blood Pressure Status  
Men**



**Blood Pressure Status  
Women**

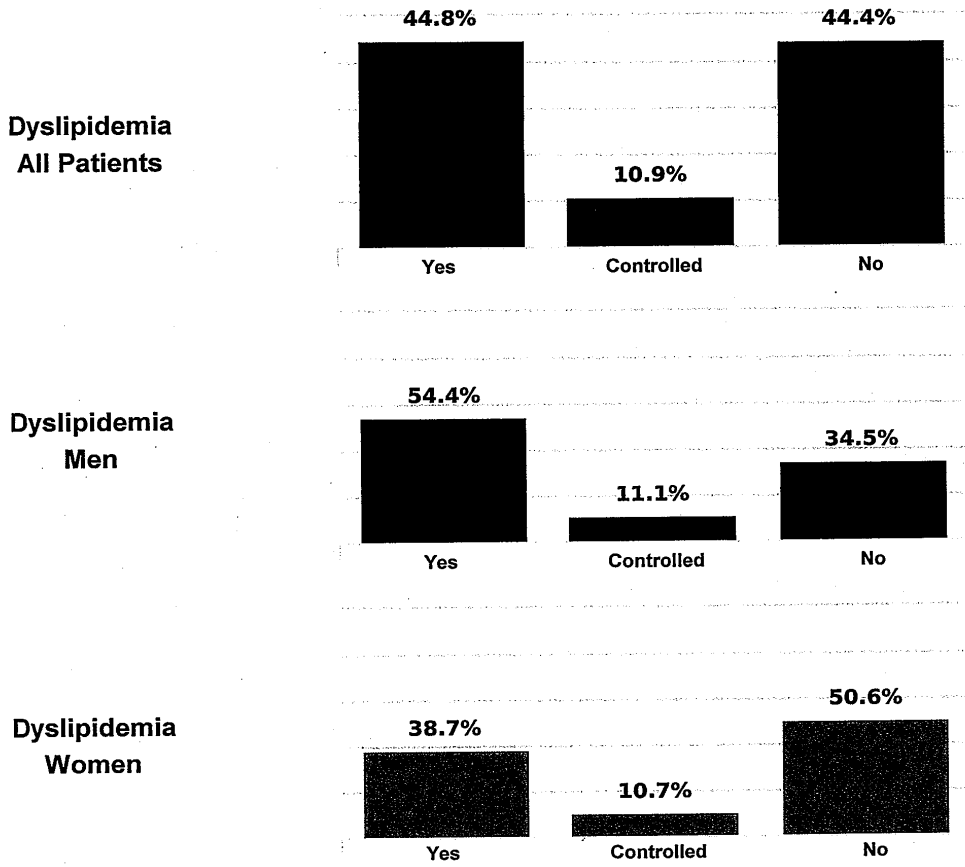


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**Blood Lipids**

	<u>Number</u>	<u>Percentage</u>
Total with Dyslipidemia (includes controlled)	9970	55.6%
Men with Dyslipidemia	4569	65.5%
Women with Dyslipidemia	5401	49.4%
New Diagnosis of Dyslipidemia	4604	25.7%
Previous Diagnosis of High Cholesterol	5323	29.7%
Not Fasting (not included in the charts below)	3985	18.2%

Note: "Controlled" is defined as a history of dyslipidemia and all lipid values currently in a desirable range.

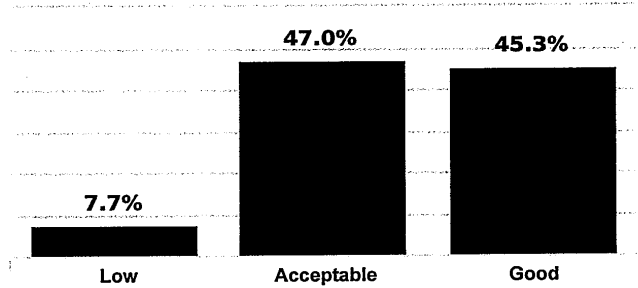


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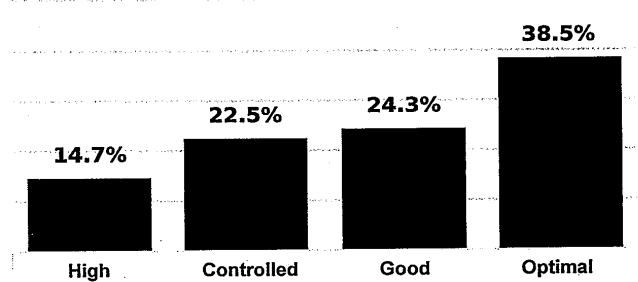
**Blood Lipids**

	<u>Number</u>	<u>Percentage</u>
Total with Low HDL	1342	7.7%
Total with High LDL	2547	14.7%
Total with High Triglycerides	2936	16.4%
Not Fasting (not included in the charts below)	3985	18.2%

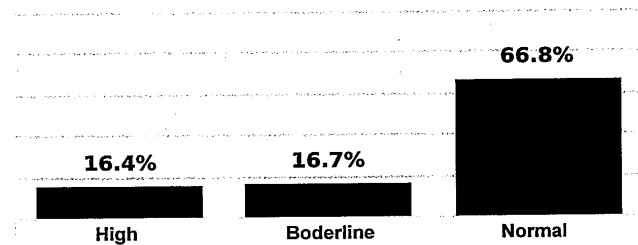
**HDL Status  
All Patients**



**LDL Status  
All Patients**



**Triglycerides Status  
All Patients**



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**Body Mass Index and Abdominal Circumference**

**Body Mass Index  
All Patients**

	<u>Number</u>	<u>Percentage</u>
Obese	11598	53.0%
Overweight	6277	28.7%
Underweight	120	0.5%
Normal	3904	17.8%



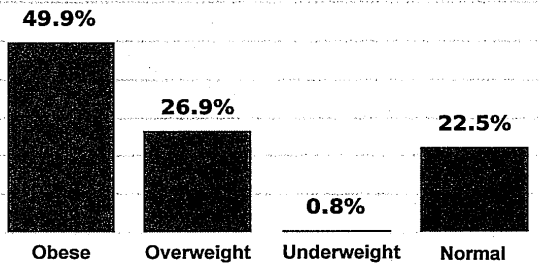
**Body Mass Index  
Men**

	<u>Number</u>	<u>Percentage</u>
Obese	4968	57.7%
Overweight	2709	31.5%
Underweight	17	0.2%
Normal	919	10.7%



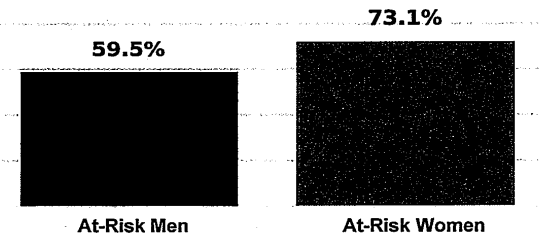
**Body Mass Index  
Women**

	<u>Number</u>	<u>Percentage</u>
Obese	6630	49.9%
Overweight	3568	26.9%
Underweight	103	0.8%
Normal	2985	22.5%



**Abdominal Circumference  
Men and Women**

	<u>Number</u>	<u>Percentage</u>
At-Risk Men	5120	59.5%
At-Risk Women	9714	73.1%

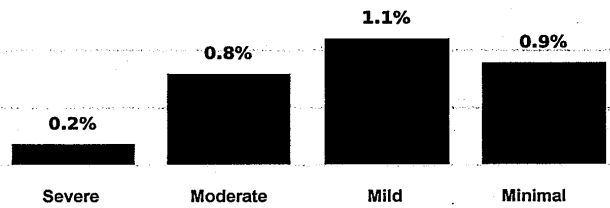


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## Depression

Depression Status	<u>Number</u>	<u>Percentage</u>
Minimal Symptoms	189	0.9%
Mild	248	1.1%
Moderate	175	0.8%
Severe	54	0.2%

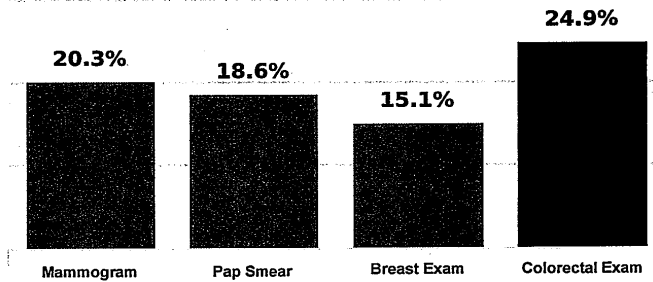
Depression Status  
All Patients



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**Preventive Care**

**Preventive Care Not As Recommended**



The above chart represents the percentage of patients who self reported that they had not received age and gender-appropriate care. Definitions are on Page 22.

**No Primary Care Provider**

**Men and Women**



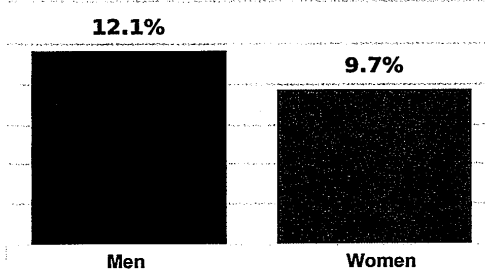
The above chart represents the percentage of men and women who self reported they did not currently have a Primary Care Provider (family medicine, internal medicine, obstetrician, gynecologist).

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**Tobacco Use**

**Current Cigarette User**

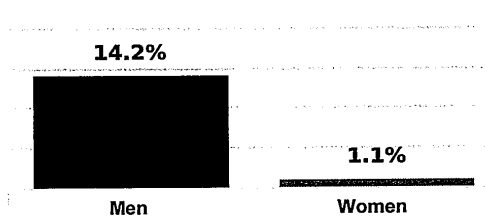
	<u>Number</u>	<u>Percentage</u>
Total	2334	10.7%
Men	1046	12.1%
Women	1288	9.7%



The above chart represents the percentages of men and women who self reported they currently smoke cigarettes.

**Current Smokeless**

	<u>Number</u>	<u>Percentage</u>
Total	1373	6.3%
Men	1225	14.2%
Women	148	1.1%



The above chart represents the percentage of men and women who self reported that they currently use smokeless tobacco, including chew and dip, but not electronic cigarettes.



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**Client-Specific Population Health vs. Catapult Health's Client**

In order to provide some perspective and comparative analysis to each client's population health results, Catapult Health has compiled population health averages based on a large and balanced sampling of its clients. The following statistics reflect the health evaluations of approximately 310,000 employees and dependents of employers, and include industries as varied as telecommunications, energy, legal, public schools, universities, manufacturing, technology and municipalities.

Note: Color coding represents severity of the risk or condition. It is not specific to this group.

	Catapult Averages	Sample Population for Report 2018
<b>Average (Mean) Age</b>	44.4	45.8
<b>Percent Men</b>	42.7%	39.3%
<b>Percent Women</b>	57.3%	60.7%
<b>Metabolic Syndrome</b>		
Yes	21.7%	28.6%
<b>Diabetes</b>		
Normal	73.6%	65.6%
Managed	4.9%	6.2%
Pre-Diabetes	17.9%	22.2%
Diabetes	3.6%	6.0%
<b>Blood Pressure</b>		
Normal	35.5%	28.0%
Controlled Hypertension	20.5%	27.5%
Pre-Hypertension	35.5%	36.0%
Hypertension	6.8%	6.6%
Severe Hypertension	1.7%	1.8%
<b>Dyslipidemia</b>		
Controlled	12.3%	10.9%
Yes	39.7%	44.8%
<b>Body Mass Index</b>		
Underweight	1.0%	.5%
Normal	25.3%	17.8%
Overweight	32.5%	28.7%
Obese	32.7%	39.6%
Extremely Obese	8.5%	13.3%
<b>Do you currently smoke</b>		
Yes	8.3%	10.7%

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**Appendix**

Blood Sugar

Metabolic Syndrome

Blood Pressure

Depression

Blood Lipids

Body Mass Index / Abdominal Circumference

Preventive Care

Tobacco Use

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## Blood Sugar

### **Diabetes and Pre-Diabetes**

Diabetes has reached epidemic proportions in the US and all available data suggests things are only going to get worse. If not properly cared for, diabetes can be a devastating and extremely costly condition. Diabetes is the leading cause of amputations, kidney disease and blindness in the US, and the risk of heart attack and stroke is increased by 200% in individuals with diabetes. These health risks directly translate into health care costs, as 1 out of 5 healthcare dollars in the U.S. is spent on caring for individuals with diabetes.

The health risks and costs associated with diabetes can be greatly reduced with comprehensive medical management. For example, individuals with well-controlled diabetes on average have \$10,000 a year in health care costs, whereas those with poorly controlled diabetes average \$30,000 a year in costs.

The body breaks food down into glucose (or sugar). Cells need "energy" to work, and they get this energy from blood sugar. Insulin moves the sugar from the blood into the cells. Insulin does not work properly in people with diabetes. When insulin is not working, cells do not get the energy they need. This causes blood sugar to build up in the blood stream. Having blood sugar that is too high can cause nerve damage, eye problems, heart disease, and stroke.

Blood sugar can go up and down throughout the day. Eating habits, physical activity, and stress levels also cause blood sugar to go up and down. Checking blood sugar reveals how well someone is managing his or her diabetes at a single point in time. The HbA1c test, conducted for patients with diabetes, provides a "bigger picture" of how well diabetes is being managed. The HbA1c shows average blood sugar control over the past 2-3 months.

<b>Normal</b>	Fasting Glucose <100 mg/dL
<b>Controlled</b>	Previous Diagnosis of Diabetes and HbA1c < 7.0%
<b>Pre-diabetes</b>	Fasting Glucose 100-125 mg /dL
<b>Diabetes</b>	Fasting Glucose $\geq$ 126 mg/dL or HbA1c $\geq$ 6.5%

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## Metabolic Syndrome

### Why Metabolic Syndrome is a Concern

The risk for heart disease, diabetes, and stroke increases with the number of metabolic risk factors one has. In general, a person who has Metabolic Syndrome (three or more of the risk factors detailed below) is twice as likely to develop heart disease and five times as likely to develop diabetes as someone who doesn't have Metabolic syndrome. Having even one risk factor raises the risk for heart disease.

Metabolic Syndrome is closely linked to obesity and a lack of physical activity, and is becoming more common due to a rise in obesity rates among adults and children. Insulin resistance also may increase risk for Metabolic Syndrome. In the future, Metabolic Syndrome may overtake smoking as the leading risk factor for heart disease.

Metabolic Syndrome is a name for a group of risk factors that occur together and increase the risk for coronary artery disease, stroke, and type 2 diabetes. Metabolic Syndrome is present when a person has three or more of the following five risk factors:

#### Elevated abdominal circumference

Men	> 40 inches
Women	> 35 inches

**Elevated triglycerides** ≥ 150 mg /dL

#### Reduced HDL ("good") cholesterol

Men	< 40 mg /dL
Women	< 50 mg /dL

**Elevated blood pressure** ≥ 130/85 mm Hg or use of medication for hypertension

**Elevated fasting glucose** ≥ 100 mg/dL or use of medication for hyperglycemia

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## Blood Pressure

### Hypertension

Commonly referred to as the "silent killer," hypertension, or high blood pressure, is the leading cause of stroke and is a major risk factor for heart attack. It is a very common medical condition with 1 in 3 Americans having high blood pressure and another 1 in 5 Americans having pre-hypertension, which puts them at extremely high risk for developing hypertension. Unfortunately, high blood pressure typically does not have any associated symptoms and it can be causing damage to blood vessels and heart for years before being diagnosed. Too often the first diagnosis of high blood pressure occurs while being treated for a stroke or heart attack. Blood pressure is easy to measure and there are many safe, effective and proven medications to manage blood pressure. Weight loss, exercise and a healthy diet can have a powerful effect on blood pressure.

Blood pressure is the force of blood against the artery walls as it flows through the body. It is normal for blood pressure to go up and down throughout the day; however, if it stays high for too long, that can cause health problems such as heart disease and stroke. Blood pressure is written as two numbers. The first number (systolic blood pressure) is the pressure when the heart beats. The second number (diastolic blood pressure) is the pressure when the heart is refilling between beats.

<b>Normal</b>	< 120/80 mmHg
<b>Controlled</b>	Previous Diagnosis and $\leq$ 59 years old and < 140/90 mmHG, or Previous Diagnosis and $\geq$ 60 years old and < 150/90 mmHG, or Previous Diagnosis and History of Diabetes and $\geq$ 60 years old and < 140/90 mmHG
<b>Pre-hypertension</b>	120/80 - 139/89 mmHg
<b>Hypertension</b>	140/90 - 159/99 mmHg
<b>Severe Hypertension</b>	$\geq$ 160/100 mmHg

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## Depression

### Depression

Depression is a serious and growing health problem in America. Without proper screening it can go undiagnosed for years, which is a major reason why over 80% of those who have symptoms of clinical depression are not receiving treatment. Depression screening is recommended for all adults by the U.S. Preventive Services Taskforce. In July 2017, Catapult Health began conducting depression screening as a standard element of our preventive checkups. Each patient answers questions that are used to assess depression status. Nurse Practitioners are alerted to patients who indicate signs of depression. If suicidal ideation is indicated, additional questions are asked. Patients indicating depression or suicide are referred to resources who can assist them.

### The Facts

Depression affects as many as 19 million Americans, or 9.5% of the population in any given one-year period. Depression is most prevalent in people ages 45-64. It is the leading cause of disability among people ages 15-44. Depression is a common comorbidity with physical disorders, including diabetes, heart disease and cancer, and often has an adverse impact on the course of these and other diseases. Suicide is the 2nd leading cause of death for ages 15-44.

### The Catapult Process

All patients answer the first two questions of the PHQ-9 (Patient Health Questionnaire), a validated and commonly used assessment for depression. Those who indicate possible depression answer seven additional questions. A depression score is displayed to the Nurse Practitioner as a part of the patient's electronic medical record. All patients who indicate depression receive an additional page in their Personal Health Report that communicates their severity, suggests next steps, provides tips, and includes 'hot line' contact information. The NP refers patients to their EAP, Psychologist, Therapist or PCP based on the severity of their depression.

- Minimal Symptoms - Patient will be educated to seek counseling if depression worsens.
- Mild - Patient is directed to seek professional care within 30 days.
- Moderate - Patient is directed to seek professional care within 2 weeks.
- Severe - Patient is directed to seek professional care within 24 hours.

If a patient indicates suicidal ideation, an additional set of questions (Columbia-Suicide Severity Rating Scale) is asked verbally by the Nurse Practitioner. Patients are referred to their EAP, Psychologist, Therapist, Suicide Helpline or 911, depending on their responses. A Catapult Nurse Practitioner reaches out to all patients with severe depression the following day to see if they have sought care, and encourages them to do so. A Catapult Health Nurse Practitioner reaches out to patients with suicidal ideation later in the day of their checkup to see if they have sought care, and to encourage them to do so.

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**Blood Lipids**

**Why is it so important to measure Cholesterol?**

Total cholesterol (CHOL) is mostly composed of low density lipids (LDL) and high density lipids (HDL). LDL is commonly referred to as the "bad" cholesterol, whereas HDL is typically called the "good" cholesterol. Elevated LDL cholesterol is a powerful risk factor for heart attacks and strokes. In fact, LDL cholesterol represents one of the most important modifiable risks factors for preventing heart attack and stroke. Conversely, low levels of HDL cholesterol are associated with increased risk of heart attack and stroke. While both HDL and LDL are largely influenced by family history (genetics), weight loss can substantially reduce LDL and regular exercise has been found to raise HDL.

**What is Dyslipidemia?**

Dyslipidemia is elevated total or low-density lipoprotein (LDL) cholesterol levels, elevated triglyceride levels, or low levels of high-density lipoprotein (HDL) cholesterol. It is an important risk factor for coronary heart disease and stroke.

HDL is the "good" cholesterol. It helps clean out build-up in the arteries. High levels of HDL reduce the risk for a heart attack or stroke. The higher the HDL, the better.

<b>Low</b>	< 40 mg/dL
<b>Acceptable</b>	40-59 mg/dL
<b>Good</b>	≥ 60 mg/dL

LDL is the "bad" cholesterol. It makes up most of the body's cholesterol. Too much LDL can damage arteries and lead to a heart attack or stroke. The lower the LDL, the better.

<b>Optimal</b>	< 100 mg/dL		
<b>Good</b>	100-129 mg/dL		
<b>Controlled</b>	Previous Diagnosis of Hyperlipidemia and LDL < 130		
<b>High</b>	}	<b>Borderline</b>	130-159 mg/dL
		<b>High</b>	160-189 mg/dL
		<b>Very High</b>	≥ 190 mg/dL

Triglycerides are a type of fat that is found in the blood. The body changes any unused calories into Triglycerides for future energy needs. When Triglycerides are too high, they are stored as fat, which can lead to hardening of the arteries and to heart disease.

<b>Normal</b>	< 150 mg/dL		
<b>Borderline</b>	150-199 mg/dL		
<b>High</b>	}	<b>High</b>	200-499 mg/dL
		<b>Very High</b>	≥ 500 mg/dL

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**Body Mass Index and Abdominal Circumference**

**The Cost of Obesity**

Over the last 30 years the rate of obesity has skyrocketed in the US. While the cause of this dramatic increase can be debated, the significant impact to the health of Americans cannot. Excess weight is associated with increased risk for heart attacks, stroke, high blood pressure, certain cancers, sleep apnea and, of course, diabetes. In fact, obesity is likely the single most important factor in the ongoing diabetes epidemic, with 85% of individuals with diabetes being overweight.

It is estimated that obesity is responsible for almost \$150 billion in annual health care costs. Medical expenses for obese participants are estimated to be 42 percent higher than for a person with a healthy weight. It has been reported that medical expenditures average \$1,400 more a year for an obese person than someone who's normal weight. Workplace obesity prevention programs can be an effective way for employers to reduce obesity and lower their health care costs, improve absenteeism and increase participant productivity.

**Body Mass Index (BMI)** is a measure of body fat based on height and weight. It is calculated using a formula:  $BMI = \text{Weight (lbs.)} \times 703 / \text{Height (inches)} \times \text{Height (inches)}$

<b>Underweight</b>	< 18.5
<b>Normal or Healthy</b>	18.5 - 24.9
<b>Overweight</b>	25.0 - 29.9
<b>Obese</b>	30.0 - 39.9
<b>Extremely Obese</b>	≥ 40

**Abdominal Circumference** is a measure of "belly fat". Carrying more weight in the stomach area is linked to many health problems, including diabetes, high blood pressure, high cholesterol, and heart disease. To measure Abdominal Circumference, a tape measure is placed around the body just above the hip bone.

- Men**      Abdominal circumference should be < 40 inches
- Women**    Abdominal circumference should be < 35 inches



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## Preventive Care

### **What is a Primary Care Provider (PCP)?**

PCPs are medical professionals who can identify and treat a wide variety of medical conditions, assess the urgency of medical problems and connect patients to the next point of care, provide preventive care, and make referrals to specialists. PCPs are advocates in coordinating the use of the entire health care system.

PCPs see their patients regularly, looking for symptoms a patient may not notice. They provide continuity of care. A PCP will be familiar with each patient's health history, medical records, and medications, which can increase the likelihood of a correct diagnosis and treatment.

Unfortunately, there is a critical shortage of PCPs in America due to several factors: fewer medical students are choosing to enter family medicine or internal medicine; many PCPs are reaching retirement age (more than half are over 50); America's population is growing; America's population is aging; and millions more now have access to medical care because of the Affordable Care Act. Offering basic preventive care in workplace settings greatly increases the number of people who will seek and have access to essential preventive care, and creates greater capacity for PCPs to provide treatment for patients with illness and injuries.

The following criteria were used to produce this report for identifying non-compliance with preventive care:

- Women over 39 who have not had a mammogram in the last two years
- Women over 17 who have not had a Pap Smear in the last three years
- Women over 18 who have not had a breast exam by a healthcare provider in last two years
- Men and women over 49 who have not had a colonoscopy or other colorectal screening as recommended by their PCP

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## Tobacco Use

### **Smoking kills 1,000 Americans EVERY day**

Smoking is the leading cause of preventable cancer and heart disease. Smoking is responsible for 85% of lung cancers in the US, and increases the risk of heart attack and stroke by 200 to 400%. More than 1,000 Americans die a day from tobacco use. Smoking not only robs years from one's life but also greatly reduces overall life quality, as smoking is a powerful risk factor for emphysema, osteoporosis, hip fracture and sexual dysfunction.

The economic costs are staggering. The annual health care costs associated with smoking are estimated to be approximately \$100 billion, with another \$100 billion lost in productivity. It is estimated that smoking costs each household in the U.S. \$616 per year in smoking-related government spending. The average smoker misses six days a year due to illness, while a non-smoker misses less than four, and smokers are hospitalized more often with longer length of hospital stays. The CDC estimates that a smoker costs a company almost \$4,000 dollars more per year than a non-smoker. There are clearly many, many reasons to promote a smoke-free environment in the work place.

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**\_12. 2020 Colorado County Resolution supporting Indigent Defense Program Grant. (Kana)**

**Raymie Kana, County Auditor informed this is an annual agreement. It was decided to accept and go out for funds.**

**Motion by Judge Prause to approve 2020 Colorado County Resolution supporting Indigent Defense Program Grant; seconded by Commissioner Wessels;  
5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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**2020 Colorado County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Colorado County Commissioners Court has agreed that in the event of loss or misuse of the funds, Colorado County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

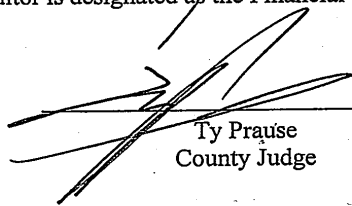
NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 23<sup>rd</sup> day of September, 2019.

Attest:

  
County Clerk

  
Ty Prause  
County Judge



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- \_13. VINE (Victim Information and Notification Everyday) Service Agreement between Appriss Safety and Colorado County. (Kana)

**Raymie Kana, County Auditor informed this is an annual agreement with the jail.**

**Judge Prause will sign agreement when it is received.**

**Motion by Commissioner Wessels to approve VINE (Victim Information and Notification Everyday) Service Agreement between Appriss Safety and Colorado County; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

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**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No. 20192044900-341-01**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, RFO #302-19-SAVNS, dated March 11, 2019;

WHEREAS OAG has certified and contracted with Appriss Inc. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Colorado County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

**SECTION 1: CONTRACT TERM.** This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

**SECTION 2: CONTRACT DOCUMENTS.**

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

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however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

**SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.**

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to [www.vinelink.com](http://www.vinelink.com). They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) "VINE Software" means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

**Named Entity Participating Entities**

County Jail [Yes] | District Court [No] | County Court [No]

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**3.3 Ownership of Vendor Intellectual Property; Licenses.** Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

**SECTION 4: SCHEDULE**

**4.1 Time is of the Essence.** Time is of the essence in rendering of Participating Entity Services required by this Contract.

**4.2 Performance Schedule.** The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

**SECTION 5: COMPENSATION AND INVOICING**

**5.1 Payments for Services Rendered.** The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

**5.2 Recurring Fees.** The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$1,763.76 per calendar quarter. ("Quarterly Fee").

**5.3 Invoicing.** The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

**5.4 Invoice Submission.** Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.



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5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

**SECTION 6: ADDITIONAL SERVICES**

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

**SECTION 7: PERFORMANCE REPORTING AND REMEDIES**

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

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Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

**SECTION 8: WARRANTIES**

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

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**SECTION 9: DATA PROTECTION AND INFORMATION SECURITY**

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) "Authorized Employees" shall mean Vendor's employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) "Authorized Persons" shall mean (i) Authorized Employees; and (ii) Vendor's contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) "Named Entity Protected Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) "Personal Identifiable Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) "Named Entity's Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) "Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) "Sensitive Personal Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

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all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
  - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
  - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

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(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

**9.4 Security Breach Procedures.**

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: (979) 732-2791 and by e-mailing Named Entity with a read receipt at raymie.kana@co.colorado.tx.us and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

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- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

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9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

**SECTION 10: CONFIDENTIALITY**

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

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Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

#### **SECTION 11: TERMINATION**

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) For Cause. Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) Non-appropriations. Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In



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the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 ("Confidentiality") shall survive the termination of this Contract.

**SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES**

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE

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OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

**SECTION 13: GENERAL**

13.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To VENDOR:                      Appriss Inc.  
  ATTN: Client Relations, Victim Services  
  9901 Linn Station Road  
  Louisville, KY 40223

To NAMED ENTITY:              Colorado County  
  Raymie Kana, County Auditor  
  318 Spring St. Suite 104  
  Columbus, TX 78934

13.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. [Intentionally left blank].

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Colorado County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.


14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

Appriss Inc. BY:

  
Signature

11/4/2019  
Date

Joshua P. Bruner  
Name

EVP Operations & GM Victim Services & Programs  
Title

Named Entity BY:

  
Signature

11-12-19  
Date

Ty Prause  
Name

County Judge  
Title

**EXHIBITS TO THIS CONTRACT:**

*EXHIBIT A - Executed OAG Certification Agreement*

*EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*

*EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_14. Pay for County employees and dependents on employees' health plan for flu vaccinations from Healthy Rewards Program. (Kana)

**Motion by Commissioner Hahn to approve to pay for County employees and dependents on employees' health plan for flu vaccinations from Healthy Rewards Program;  
seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_15. Authority to apply for Columbus Community and Industrial Development Corporation 2019 – 2020 Community Development Grant for Christmas decorations for the Courthouse Square. (Prause)

**Total amount of funds requested from CCIDC is \$2,153.00 for LED lighted horse and sleigh.**

**Motion by Commissioner Wessels to approve authority to apply for Columbus Community and Industrial Development Corporation 2019 – 2020 Community Development Grant for Christmas decorations for the Courthouse Square; seconded by Commissioner Hahn;  
5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

COLUMBUS COMMUNITY AND INDUSTRIAL DEVELOPMENT CORPORATION

# Community Development Grant Application

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Funded by 4B Tax Revenue

**2019-2020**

Deadline: The completed and signed application must be received before 5:00 PM on Monday, September 30, 2019.  
Bring/Mail to: City of Columbus, 605 Spring Street, P.O. Box 98, Columbus, Texas 78934

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**CCIDC ECONOMIC DEVELOPMENT SALES TAX CIVIC PROJECTS**

Cities may use money raised by this sales tax for a wide variety of projects including land, buildings, equipment, facilities expenditures and improvements related to projects defined in Section 2 of the Act (same uses as authorized for §4A) or found by the board of directors to be required or suitable for use for:

- professional and amateur sports (including children's sports) and athletic facilities; tourism and entertainment facilities; convention and public park purposes and events, (including stadiums, ballparks, auditoriums, amphitheaters, concert halls, parks and open space improvements, museums, exhibition facilities);
- related store, restaurant, concession, parking and transportation facilities;
- related street, water and sewer facilities; and
- affordable housing.

To promote and develop new and expanded business enterprises that create or retain primary jobs, a city may provide:

- public safety facilities;
- recycling facilities;
- streets and roads;
- drainage and related improvements;
- demolition of existing structures;
- general municipally owned improvements;
- maintenance and operating costs associated with projects; and
- any other project that the board determines will contribute to the promotion or development of new or expanded business enterprises that create or retain primary jobs.

**Can CCIDC undertake projects outside city limits?**

An economic development corporation may undertake projects outside city limits so long as it is clear that the city benefits from the project. If a city undertakes a project outside its limits, it must receive permission to do so from the governing body of the entity with jurisdiction in that area. For example, if a city locates a project beyond city limits, it should receive approval from the county's commissioner's court.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**CCIDC COMMUNITY DEVELOPMENT ELIGIBLE PROJECTS**

<b>Athletic Facilities</b>	Professional and amateur sports and athletics, including stadiums and ballparks
<b>Tourism / Entertainment Facilities</b>	Entertainment, tourist, and convention facilities, including auditoriums, amphitheaters, concert halls, and exhibition facilities.
<b>Parks and Public Space Improvements</b>	Projects that promote athletic, park, or tourism related facilities or activities including: public parks, park facilities and events, open space improvements, museums, learning centers, and municipally-owned buildings.
<b>Public Facility Improvements</b>	Facilities, such as public safety facilities, that will promote new or expanded business enterprises.
<b>Transportation Improvements</b>	Related streets, roads, and area transportation facilities.
<b>Infrastructural Improvements</b>	Related water and sewer facilities; drainage, and demolition.
<b>Other Business-Related Improvements</b>	Any other improvements or facilities to promote new or expanded business enterprises.
<b>Business Airports</b>	A general aviation business service airport which is an integral part of an industrial park.
<b>Manufacturing and Industrial Facilities</b>	
<b>Recycling Facilities</b>	
<b>Distribution Centers</b>	
<b>Small Warehouse Facilities</b>	Capable of serving as decentralized storage and distribution centers.
<b>Related Facilities</b>	Any facilities related to any of the foregoing, whether in existence or to be constructed.
<b>Business Development, Job Creation, Retention and Training</b>	
<b>Educational Facilities</b>	
<b>Targeted Infrastructure</b>	
<b>Research and Development Facilities</b>	
<b>Water Supply Facilities and Water Conservation Programs</b>	

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

**Columbus Community and Industrial  
Development Corporation**  
**2019 - 2020 Community Development  
Grant Application**

Project Title: The Courthouse and Square Christmas Lighting Project

Project Location: 400 Spring Street, Columbus, Texas

Organization Requesting Funds: Colorado County Commissioners Court

President of Organization:

Printed: Ty Prause, County Judge Signature: \_\_\_\_\_

This is a  FOR-PROFIT or  NON-PROFIT Organization

Point of Contact: Sharon Marsalia

Phone: (979) 732-2604

E-Mail: sharon.marsalia@co.colorado.tx.us

Mailing Address: P.O. Box 236, Columbus, TX 78934

**PROJECT DESCRIPTION**

**TOTAL AMOUNT OF FUNDS REQUESTED FROM CCIDC: \$** \$2,153.00 for LED Lighted Horse and Sleigh

**Purpose for use of the funds:** Christmas decorations for the Courthouse Square.

**Construction:**

Assemble and placement of LED lighted horse and sleigh (19' x 7.5') on the Courthouse Square.

**Operation:**

Display the decorations on the Courthouse Square during the holiday season.

**Both:**

Courthouse Square to be tastefully decorated during the holiday season. Special care will be taken to insure that all decorations are stored in a safe place to be used for years to come.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**GENERAL PROJECT DESCRIPTION CONTINUED**  
*(fill out completely)*

a. Is this a new or ongoing project?

This is an ongoing project made possible by the CCIDC Community Grant.

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b. How will this project promote the ECONOMIC growth of the Columbus community?

The Christmas decorations and lighting on the Courthouse Square are enjoyed by the community and visitors during the holiday season. Expanding the lights and decorations each year encourages more people to visit the square and to visit the local businesses. Each year we receive positive feedback from the community.

The beautifully lighted square is a great place for family holiday photos.

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c. Describe the segment of the community that will most benefit from this project.

More lights and decorations will attract visitors to Columbus, whereby these visitors will shop at local businesses and eat at local restaurants.

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d. Describe the long term goal of your organization.

Continue to add to and improve the decorations and lighting each year, encourage community pride, and tourism in Columbus and the County.

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e. Describe how this project will impact the long term goals of your organization.

Decorating the Courthouse and Square will attract visitors and consumers from other areas for years to come.

Once the Courthouse and Square have been tastefully decorated, we would like to decorate the Courthouse Annex and the Justice of the Peace Office.

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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

SEPTEMBER 23, 2019

FUNDING FOR THIS PROJECT

a. Total expenses related to this project: \$2,153.00

b. Describe the type of expenses expected for this project.

The expense for this project will be the purchase of the LED Lighted Horse and Sleigh.

c. Describe your organization's contribution.

We have dedicated employees who work hard every year to make sure the Courthouse Square is decorated perfectly. They will start decorating the square early to make sure it is ready for "Ladies Night Out".

When the holiday season is over employees will take down all decorations and store in a safe place for next year.

d. Other sources of funding for ongoing project maintenance and development.

Possible donations from local individuals, businesses and the county.

SIGNATURE OF PERSON COMPLETING THIS APPLICATION:

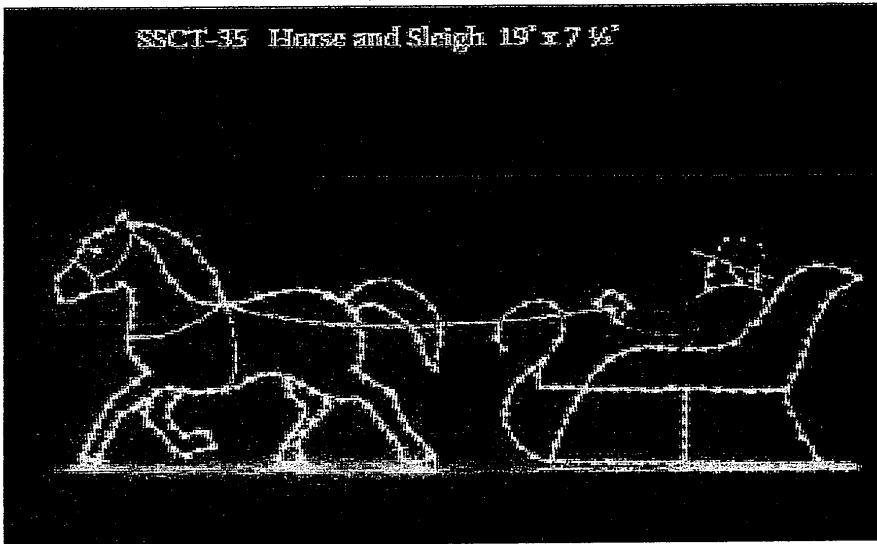
  
\_\_\_\_\_  
Signature

September 23, 2019  
\_\_\_\_\_  
Date

Ty Prause, County Judge  
\_\_\_\_\_  
Printed Name

COMPLETED APPLICATION MUST BE RECEIVED BEFORE 5:00 P.M. ON  
MONDAY, SEPTEMBER 30, 2019 BY:  
City of Columbus  
605 Spring Street P. O. Box 98  
Columbus, Texas 78934  
979.733.8282  
ccidc@columbus-texas.net

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019



Horse & Sleigh \$2,153.00 LED lighting

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_16. Authority to apply for Hazardous Household Waste Grant through Houston-Galveston Area Council. (Gertson)

**Commissioner Gertson informed the second year grant application is up, it is due October 14<sup>th</sup>, 2019. This year the amount was \$61,125.00, each precinct pitched in \$4,000.00. There was (286) households and lots of tires. It was decided by the Court that this is a good service for our community.**

**Motion by Commissioner Wessels to approve authority to apply for Hazardous Household Waste Grant through Houston-Galveston Area Council; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_17. Appoint representation to Houston-Galveston Area Council's General Assembly and Board of Directors for 2020.

**Motion by Commissioner Hahn to approve the appointment of Judge Ty Prause as Representative, General Assembly and Delegate, Board of Directors and Commissioner Darrell Gertson as Representative, General Assembly and Alternate, Board of Directors for 2020; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019



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Houston-Galveston Area Council

Office of the Executive Director

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September 5, 2019

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

Dear Judge Prause:

I am writing to request that the Colorado County Commissioners Court take action concerning your 2020 representation on the Houston-Galveston Area Council's General Assembly and Board of Directors.

H-GAC's Bylaws provide that you may designate two elected officials as representatives and two elected officials as alternates to the General Assembly, all of whom must be members of the Commissioners Court. Of the two representatives to the General Assembly, one shall be appointed to serve as the county's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email [cynthia.jones@h-gac.com](mailto:cynthia.jones@h-gac.com).

The 2020 Board representative and alternate begin their terms of office on the first of January 2020.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598. Thank you for your help in selecting H-GAC's 2020 General Assembly and Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'CW' followed by a flourish.

Chuck Wemple

CW/cj

Enclosure

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

DESIGNATION OF REPRESENTATIVES  
HOUSTON-GALVESTON AREA COUNCIL  
2020 GENERAL ASSEMBLY  
AND  
BOARD OF DIRECTORS  
\*\*\*\*\*

**BE IT RESOLVED**, by the Commissioner's Court of Colorado County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2020, and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2020:

1. REPRESENTATIVE, GENERAL ASSEMBLY  
and DELEGATE, BOARD OF DIRECTORS Ty Prause
2. REPRESENTATIVE, GENERAL ASSEMBLY  
and ALTERNATE, BOARD OF DIRECTORS Darrell Coertson
  
1. ALTERNATE, GENERAL ASSEMBLY \_\_\_\_\_
2. ALTERNATE, GENERAL ASSEMBLY \_\_\_\_\_

**THAT**, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

**PASSED AND ADOPTED**, this 23rd day of Sep., 2019.

APPROVED:

  
\_\_\_\_\_  
Commissioner's Court of Colorado County



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 10, 2018

DESIGNATION OF REPRESENTATIVES  
HOUSTON-GALVESTON AREA COUNCIL  
2019 GENERAL ASSEMBLY  
AND  
BOARD OF DIRECTORS  
\*\*\*\*\*

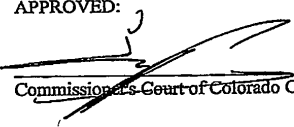
BE IT RESOLVED, by the Commissioner's Court of Colorado County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2019, and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2019:

1. REPRESENTATIVE, GENERAL ASSEMBLY  
and DELEGATE, BOARD OF DIRECTORS Ty Prause
2. REPRESENTATIVE, GENERAL ASSEMBLY  
and ALTERNATE, BOARD OF DIRECTORS Darrell Gertson
1. ALTERNATE, GENERAL ASSEMBLY \_\_\_\_\_
2. ALTERNATE, GENERAL ASSEMBLY \_\_\_\_\_

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this 10<sup>th</sup> day of Sep., 2018.

APPROVED:

  
\_\_\_\_\_  
Commissioner's Court of Colorado County

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

- \_18. Consent Items:**  
a. County Commissioners Annual Road Reports for 2019.

**Motion by Commissioner Hahn to approve Consent Item; 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  
SEPTEMBER 23, 2019

COUNTY OF COLORADO       §  
PRECINCT NO.    1           §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,026,000.00
3. Number of traffic control devices in the precinct defaced or torn down: 30
4. Any new road that should be opened in the precinct: No
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$450,000.00

Submitted by the undersigned on this 16 day of September, 2019.

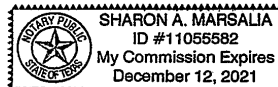
Doug Wessels, Commissioner, Precinct No. 1

Signature: *Doug Wessels*

State of Texas  
County of Colorado

Sworn to and subscribed before me on the 16 day of September, 2019, by Doug Wessels.

*Sharon A. Marsalia*  
Notary Public's Signature



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 1

A	B	C	D	E	F	G	H	I
Year - 2019	Road Condition	Cause of	Number of	Bridges in need of	Control Devices	New Roads	Cost of Improve-	Usual Costs of
List of County	Rank on a Scale of	Degradation	Culverts needing	repair or	(Signs, Lights)	needed for	ments Identified in	Maintenance in
Roads by	1-5:1 = Poor		repair or	replacement	repair or	opening	Report for Specific	Coming Year for
Name/Number	5-Excellent		replacement	replacement	replacement		Road	Specific Road
5 Co. Rd. 105	4	Age & Weight					\$35,000	Reg. Maintenance
6 Co. Rd. 106	4	Age & Weight						Reg. Maintenance
7 Co. Rd. 110	4	Age & Weight						Reg. Maintenance
8 Co. Rd. 111	3	Age & Weight						Reg. Maintenance
9 Co. Rd. 112	4	Age & Weight						Reg. Maintenance
10 Co. Rd. 113	3	Age & Weight				\$50,000		Reg. Maintenance
11 Co. Rd. 114	4	Age & Weight						Reg. Maintenance
12 Co. Rd. 115	4	Age & Weight						Reg. Maintenance
13 Co. Rd. 113	4	Age & Weight						Reg. Maintenance
14 Co. Rd. 113	4	Age & Weight						Reg. Maintenance
15 Co. Rd. 118	4	Age & Weight						Reg. Maintenance
16 Co. Rd. 124	4	Age & Weight						Reg. Maintenance
17 Co. Rd. 161	4	Age & Weight						Reg. Maintenance
18 Sandy Creek Rd.	4	Age & Weight						Reg. Maintenance
19 Sandy Creek Rd.	4	Age & Weight						Reg. Maintenance
20 Co. Rd. 130	4	Age & Weight						Reg. Maintenance
21 Co. Rd. 164	4	Age & Weight						Reg. Maintenance
22 Co. Rd. 166	4	Age & Weight						Reg. Maintenance
23 Co. Rd. 168	4	Age & Weight						Reg. Maintenance
24 Co. Rd. 170	3	Age & Weight					\$20,000	Reg. Maintenance
25 Co. Rd. 173	4	Age & Weight						Reg. Maintenance
26 Co. Rd. 175	4	Age & Weight						Reg. Maintenance
27 Co. Rd. 176	4	Age & Weight						Reg. Maintenance
28 Co. Rd. 180	4	Age & Weight						Reg. Maintenance
29 Co. Rd. 181	4	Age & Weight						Reg. Maintenance
30 Co. Rd. 141	4	Age & Weight						Reg. Maintenance
31 Co. Rd. 183	4	Age & Weight						Reg. Maintenance
32 Co. Rd. 184	4	Age & Weight						Reg. Maintenance
33 Co. Rd. 185	5	Age & Weight					\$10,000	Reg. Maintenance
34 Co. Rd. 118	4	Age & Weight						Reg. Maintenance
35 Co. Rd. 169	3	Age & Weight						Reg. Maintenance
36 1st St. R.I.	4	Age & Weight						Reg. Maintenance
37 5th St. Rock Island	4	Age & Weight						Reg. Maintenance
38 Co. Rd. 118	4	Age & Weight						Reg. Maintenance
39 Co. Rd. 162	4	Age & Weight						Reg. Maintenance
40 Co. Rd. 109	4	Age & Weight						Reg. Maintenance
41 Roman Rd.	4	Age & Weight						Reg. Maintenance
42 Sandy Creek Rd.	4	Age & Weight						Reg. Maintenance
43 Reeves Rd.	4	Age & Weight						Reg. Maintenance
44 Willenborg Rd.	3	Age & Weight						Reg. Maintenance
45 Co. Rd. 122	4	Age & Weight						Reg. Maintenance

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 1

A	B	C	D	E	F	G	H	I
46 Co. Rd. 165	4	Age & Weight						Reg. Maintenance
47 Co. Rd. 116	3	Age & Weight						Reg. Maintenance
48 Co. Rd. 121	4	Age & Weight						Reg. Maintenance
49 Co. Rd. 171	4	Age & Weight						Reg. Maintenance
50 Co. Rd. 167	4	Age & Weight						Reg. Maintenance
51 Co. Rd. 153	4	Age & Weight						Reg. Maintenance
52 Co. Rd. 154	4	Age & Weight						Reg. Maintenance
53 Co. Rd. 134	4	Age & Weight						Reg. Maintenance
54 Co. Rd. 157	4	Age & Weight						Reg. Maintenance
55 Co. Rd. 158	4	Age & Weight						Reg. Maintenance
56 Co. Rd. 159	4	Age & Weight						Reg. Maintenance
57 Onward Ln.	3	Age & Weight					\$50,000	Reg. Maintenance
58 Co. Rd. 151	4	Age & Weight						Reg. Maintenance
59 Co. Rd. 151	4	Age & Weight						Reg. Maintenance
60 Struss Ln.	4	Age & Weight						Reg. Maintenance
61 Annette Dr.	5	Age & Weight					\$50,000	Reg. Maintenance
62 White Loop	4	Age & Weight					\$1,000	Reg. Maintenance
64 Dee Allen Rd.	4	Age & Weight						Reg. Maintenance
65 Co. Rd. 150	4	Age & Weight					\$5,000	Reg. Maintenance
66 Deer Alley	4	Age & Weight						Reg. Maintenance
67 Judy Ln.	4	Age & Weight						Reg. Maintenance
68 Co. Rd. 152	4	Age & Weight						Reg. Maintenance
69 Co. Rd. 156	4	Age & Weight						Reg. Maintenance
70 Main St.	4	Age & Weight						Reg. Maintenance
71 Canal Ave., Garwood	3	Age & Weight						Reg. Maintenance
72 Boulder Ave., Garwood	3	Age & Weight						Reg. Maintenance
73 Whitz St., Garwood	3	Age & Weight						Reg. Maintenance
74 Burford Ave., Garwood	3	Age & Weight						Reg. Maintenance
75 Hill St., Garwood	3	Age & Weight						Reg. Maintenance
76 Mansfield Ave., Garwood	3	Age & Weight					\$4,000	Reg. Maintenance
77 Lions Park Dr., Garwood	3	Age & Weight						Reg. Maintenance
78 Frinka St., Garwood	3	Age & Weight						Reg. Maintenance
79 Labay St., Garwood	3	Age & Weight						Reg. Maintenance
80 Baker St., Garwood	3	Age & Weight						Reg. Maintenance
81 Braden St., Garwood	3	Age & Weight						Reg. Maintenance
82 Townsend St., Garwood	3	Age & Weight						Reg. Maintenance
83 Nelle St., Garwood	3	Age & Weight						Reg. Maintenance
84 Nelle St., Garwood	3	Age & Weight						Reg. Maintenance
85 Hastedt Ave., Garwood	3	Age & Weight						Reg. Maintenance
86 Arthur St., Garwood	4	Age & Weight						Reg. Maintenance
87 Co. Rd. 113	4	Age & Weight						Reg. Maintenance
88 Co. Rd. 182	4	Age & Weight						Reg. Maintenance
89 4th St.	4	Age & Weight						Reg. Maintenance
90 Elsie St., Rock Island	4	Age & Weight						Reg. Maintenance

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 1

A	B	C	D	E	F	G	H	I
91 Thinker St., Rock Island	4	Age & Weight						Reg. Maintenance
92 Niles St., Rock Island	4	Age & Weight						Reg. Maintenance
93 Tuttle St., Rock Island	4	Age & Weight						Reg. Maintenance
94 Lupton St., Rock Island	4	Age & Weight						Reg. Maintenance
95 Cushman St., Rock Island	4	Age & Weight						Reg. Maintenance
96 9th St., Rock Island	4	Age & Weight						Reg. Maintenance
97 Lloyd St., Rock Island	4	Age & Weight						Reg. Maintenance
98 2nd St., Rock Island	4	Age & Weight						Reg. Maintenance
99 3rd St., Rock Island	4	Age & Weight						Reg. Maintenance
100 4th St., Rock Island	4	Age & Weight						Reg. Maintenance
101 8th St., Rock Island	4	Age & Weight						Reg. Maintenance
102 Co. Rd. 160	4	Age & Weight						Reg. Maintenance
103 6th St., Rock Island	4	Age & Weight						Reg. Maintenance
104 7th St., Rock Island	4	Age & Weight						Reg. Maintenance
105 7th St., Rock Island	4	Age & Weight						Reg. Maintenance
106 Nauman Ln.	4	Age & Weight						Reg. Maintenance
107 Schulenburg Ln.	4	Age & Weight						Reg. Maintenance
108 Montezuma St.	4	Age & Weight						Reg. Maintenance
109 Montezuma St.	4	Age & Weight						Reg. Maintenance
110 10th St., Glidden	4	Age & Weight						Reg. Maintenance
111 9th St., Glidden	4	Age & Weight						Reg. Maintenance
112 8th St., Glidden	4	Age & Weight						Reg. Maintenance
113 7th St., Glidden	4	Age & Weight						Reg. Maintenance
114 6th St., Glidden	4	Age & Weight						Reg. Maintenance
115 5th St., Glidden	4	Age & Weight						Reg. Maintenance
116 Brazos St.	4	Age & Weight						Reg. Maintenance
117 Colorado St., Glidden	4	Age & Weight						Reg. Maintenance
118 11th St., Glidden	4	Age & Weight						Reg. Maintenance
119 Norway St., Glidden	4	Age & Weight						Reg. Maintenance
120 Theilna St., Glidden	4	Age & Weight						Reg. Maintenance
121 Henry St., Glidden	4	Age & Weight						Reg. Maintenance
122 Taylor St., Glidden	4	Age & Weight					\$5,000	Reg. Maintenance
123 Clayborne St., Glidden	4	Age & Weight						Reg. Maintenance
124 Olive Branch St., Glidden	4	Age & Weight						Reg. Maintenance
125 Co. Rd. 107	4	Age & Weight						Reg. Maintenance
126 Co. Rd. 190	4	Age & Weight						\$10,000
127 Old Nada Rd.	4	Age & Weight						Reg. Maintenance
128 Co. Rd. 174	3	Age & Weight						Reg. Maintenance
129 Co. Rd. 122	4	Age & Weight						Reg. Maintenance
130 Co. Rd. 116	4	Age & Weight						Reg. Maintenance
131 Co. Rd. 116	4	Age & Weight						Reg. Maintenance
132 Co. Rd. 169	4	Age & Weight						Reg. Maintenance
133 Co. Rd. 118	4	Age & Weight						Reg. Maintenance
134 Co. Rd. 163	3	Age & Weight						\$40,000
135 Co. Rd. 172	4	Age & Weight						\$10,000

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 1

A	B	C	D	E	F	G	H	I
136 Raider Dr.	4	Age & Weight						Reg. Maintenance
137 Forest Oak Dr.	4	Age & Weight						Reg. Maintenance
138 Forest Oak Dr.	4	Age & Weight						Reg. Maintenance
139 Indian Trail Rd.	4	Age & Weight						Reg. Maintenance
140 Buffalo Circle	4	Age & Weight						Reg. Maintenance
141 Indian Circle	4	Age & Weight						Reg. Maintenance
142 Dancing Deer	4	Age & Weight						Reg. Maintenance
143 Co. Rd. 121	4	Age & Weight					\$45,000	Reg. Maintenance
144 Kearney Dr.	5	Age & Weight						Reg. Maintenance
145 Oak Hill Dr.	4	Age & Weight						Reg. Maintenance
146 Garden Oaks	4	Age & Weight					\$5,000	Reg. Maintenance
147 Shirley Oaks	4	Age & Weight						Reg. Maintenance
148 Schilling Ln.	4	Age & Weight						Reg. Maintenance
149 Roundhouse	4	Age & Weight						Reg. Maintenance
150 Roundhouse	4	Age & Weight						Reg. Maintenance
151 Old MacDonald Rd.	4	Age & Weight						Reg. Maintenance
152 Luke St.	4	Age & Weight						Reg. Maintenance
153 Bass	4	Age & Weight						Reg. Maintenance
154 Co. Rd. 140	4	Age & Weight						Reg. Maintenance
155 Co. Rd. 123	3	Age & Weight						Reg. Maintenance
156 Co. Rd. 106A	4	Age & Weight						Reg. Maintenance
157 Co. Rd. 176A	4	Age & Weight						Reg. Maintenance
158 Co. Rd. 134A	4	Age & Weight						Reg. Maintenance

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

COUNTY OF COLORADO §

PRECINCT NO. 2 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:
3. Number of traffic control devices in the precinct defaced or torn down:
4. Any new road that should be opened in the precinct:
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:

Submitted by the undersigned on this 6<sup>th</sup> day of August, 2019.

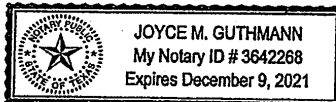
Darrell Kubesch, Commissioner, Precinct No. 2

Signature: Darrell Kubesch

State of Texas  
County of Colorado

Sworn to and subscribed before me on the 8<sup>th</sup> day of August, 2019, by  
Darrell Kubesch.

Joyce M. Guthmann  
Notary Public's Signature





MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 2

A	B	C	D	E	F	G	H	I
Year -	Road Condition		Number of	Bridges in need of	Control Devices	New Roads	Cost of Improve-	Usual Costs of
1	Rank on a Scale of		Culverts needing	repair or	(Signs, Lights)	needed for	ments Identified in	Maintenance in
2	1-5:1 = Poor		repair or	replacement	need repair or	opening	Report for Specific	Coming Year for
3	5=Excellent	Cause of	replacement		replacement		Road	Specific Road
4		Degradation						
5	Co. Rd. 2152	3	Sliding Traffic		3			RM
6	Co. Rd. 200	3	Asp/Traffic		4			
7	Co. Rd. 201	3	Asp/Traffic		4			
8	Co. Rd. 202	3 1/2	Asp/Traffic		1			
9	Co. Rd. 205	4	Flashing Traffic		2			
10	Co. Rd. 206	4	Med/Traffic		2			
11	Co. Rd. 208	3 1/2	Traffic		2			
12	Co. Rd. 212	3	Med/Traffic		2			
13	Co. Rd. 213	2 1/2	Asp/Traffic		4			
14	Co. Rd. 214	2	Asp/Traffic		2		100,000.00	oil Tank
15	Co. Rd. 215	2	Limbs X/Traffic		4			
16	Co. Rd. 215-A	3	Flashed Traffic		2			
17	Co. Rd. 217	4	Asp/Traffic		3			
18	Hattemann Ln.	4	Asp/Traffic		1			
19	Co. Rd. 220	3	Asp/Traffic		2			
20	Cedar Ln.	2	Asp					
21	Co. Rd. 222	3	Asp/Traffic		2			
22	Co. Rd. 223	3	Asp/Traffic		2			
23	Co. Rd. 231	3 1/2	Asp/Traffic		4			
24	Co. Rd. 234	4	Flashed Traffic		2			
25	Co. Rd. 235	3	Flashed Traffic		2			
26	Col Rd. 238	4	Flashed Traffic					
27	Co. Rd. 240	3 1/2	Asp/Traffic					
28	Co. Rd. 241	3 1/2	Asp/Traffic		2			
29	Co. Rd. 242	4	Asp/Traffic		2			
30	Co. Rd. 244	4	Flashed Traffic		2			
31	Co. Rd. 245	4	Flashed Traffic					
32	Co. Rd. 248	2 1/2	Flashed Traffic				170,000.00	need Quote
33	Co. Rd. 280	2	Asp/Traffic					

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 2

	A	B	C	D	E	F	G	H	I
34	Co. Rd. 250	3 1/2	Agg/Traffic			4			Road Number
35	Co. Rd. 251	4	Agg/Traffic			2			
36	Co. Rd. 252	3	Agg/Traffic			2			
37	Co. Rd. 255 South	5	Agg/Traffic						
38	Co. Rd. 255 North	3 1/2	Road/Traffic						
39	Kusey Ln.	4	Road/Traffic						
40	Co. Rd. 270	3 1/2	Road/Traffic		\$170,000	1		Need Quote	
41	Haines Rd.	4	Road/Traffic						
42	Haines Rd.								
43	W. 8th St.	3	Agg/Traffic						
44	CR 273	3 1/2	Road/Traffic						
45	Lake Sheridan Rd.	4	Agg/Traffic			4			
46	Coy Rd.	4	Road/Traffic						
47	Great Rd.	4	Road/Traffic						
48	Great Rd.								
49	Co. Rd. 211	3.5	Agg/Traffic			2			
50	Co. Rd. 205A	3.5	Agg/Traffic						
51	Co. Rd. 200	1 1/2	Agg/Traffic						
52	Krahl Rd.	4	Agg/Traffic			2			
53	Caroleta Ranch Rd.	4	Agg/Traffic			2			
54	Co. Rd. 243	3.5	Agg/Traffic			4			
55	Muehr Rd.	4	Agg/Traffic			2			
56	Parish Rd.	4	Agg/Traffic						
57	Co. Rd. 218	3.5	Agg/Traffic			2			
58	Scott Rd.	4	Agg/Traffic						
59	Co. Rd. 213	1 1/2	Agg/Traffic						
60	Wanlura Rd.	4	Road/Traffic			2			
61	Co. Rd. 2103	4.5	Traffic			2			
62	Billeck Ln.	4	Road/Traffic						
63	Mentis Rd.	4.5	Traffic						
64	Ermitis Rd.	4	Road/Traffic						
65	11th St, Rock Island	4	Road/Traffic						
66	11th St, Rock Island	Same	Road/Traffic						

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 2

	A	B	C	D	E	F	G	H	I
67	3rd St., Sheridan	3	Asst. Traffic			1			Reg. Maintenance
68	Ave. J, Sheridan	3	Asst. Traffic			1			
69	Ave. J	3	Asst. Traffic			1			
70	Main St.	3.5	Asst. Traffic			1			
71	Main St.	Same	Asst. Traffic						
72	4-1/2 St., Sheridan	3							
73	Third St., Sheridan	3							
74	W. Second St., Sheridan	3				1			
75	First St., Sheridan	3							
76	E. 1st St., Sheridan	3				1			
77	E. 2nd St., Sheridan	3				1			
78	Fifth St., Sheridan	3							
79	Seventh St., Sheridan	3				2			
80	Ave. H., Sheridan	3				1			
81	Ave. G, Sheridan	3				2			
82	Ave. F, Sheridan	3							
83	Ave. E, Sheridan	3				1			
84	Seventh St.	3							
85	Fourth St., Sheridan	3							
86	Ave. K, Sheridan	3				2			
87	Ave. D, Sheridan	3				1			
88	N. Logan Park St., Sheridan	3							
89	S. Logan Park St., Sheridan	3				2			
90	E. Ave. B, Sheridan	3							
91	Ave. D, Sheridan	3				1			
92	Ave. C, Sheridan	3				1			
93	Ave. A, Sheridan	4				1			
94	Ave. I, Sheridan	4				1			
95	W. Ave. B, Sheridan	3							
96	Ave. H, Sheridan	3							
97	W. Ave. C, Sheridan	3							
98	Mayes St. (May's) Oakland	3				1			
99	Strunk St., Oakland	3							

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No.   2  

	A	B	C	D	E	F	G	H	I
100	Washington St, Oakland	3	Hand Traffic						
101	Silver St, Oakland	3	Hand Traffic						
102	Co. Rd. 270, Oakland	Hand Traffic	Hand Traffic						
103	Navidad St	3	Hand Traffic						
104	Silver St, Oakland	Hand Traffic	Hand Traffic						
105	Pecan St, Oakland	3	Hand Traffic						
106	Washington St, Oakland	3	Hand Traffic						
107	Main St, Oakland	3	Hand Traffic						
108	Co. Rd. 272, Oakland	4	Hand Traffic						
109	Dulhna-Welmar Rd.	3.5	Hand Traffic						
110	Sand Hill Rd.	2	Hand Traffic						
111	Wick Ln.	4	Hand Traffic						
112	Co. Rd. 2104	3.5	Hand Traffic						
113	Co. Rd. 2105	3.5	Hand Traffic						
114	Co. Rd. 260	4	Hand Traffic						
115	Sedan Rd.	4	Hand Traffic						
116	Co. Rd. 249	3.5	Hand Traffic						
117	Co. Rd. 209	3.5	Hand Traffic						
118	Co. Rd. 210	Hand Traffic	Hand Traffic						
119	Co. Rd. 216	Hand Traffic	Hand Traffic						
120	Co. Rd. 218	Hand Traffic	Hand Traffic						
121	Co. Rd. 230	3.5	Hand Traffic						
122	Deer Hollow Rd.	3.5	Hand Traffic						
123	Co. Rd. 204	3.5	Hand Traffic						
124	Orncken Rd.	3.5	Hand Traffic						
125	Co. Rd. 207	4	Hand Traffic						
126	Co. Rd. 253	3.5	Hand Traffic						
127	Co. Rd. 285	3.5	Hand Traffic						
128	Hasse Rd.	4	Hand Traffic						
129	Co. Rd. 2221	4	Hand Traffic						
130	Co. Rd. 221	3.5	Hand Traffic						
131	Live Oak Ln.	3.5	Hand Traffic						
132	8th St, Sheridan	3	Hand Traffic						

Reg. Newhouse

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 2

	A	B	C	D	E	F	G	H	I
133	Blacksmith Farm Ln.	3.5							Reg. Martin
134	Co. Rd. 272	3.5							
135	Co. Rd. 272	SAVE				1			
136	Co. Rd. 272A	3.5							
137	Barack Ln.	3.5							
138	Hill Top Ln.	3.5				2			
139	Ohmheiser Ln.	3.5							
140	Co. Rd. 246	3.5							
141	Wagley Ln.	3.5							

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

COUNTY OF COLORADO §


PRECINCT NO. 3 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$310,500.00
3. Number of traffic control devices in the precinct defaced or torn down: 142
4. Any new road that should be opened in the precinct: None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$150,000.00

Submitted by the undersigned on this 18<sup>th</sup> day of September, 2019.

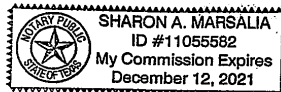
Tommy Hahn, Commissioner, Precinct No. 3

Signature: 

State of Texas  
County of Colorado

Sworn to and subscribed before me on the 18<sup>th</sup> day of September, 2019, by Tommy Hahn.

Sharon A. Marsalia  
Notary Public's Signature



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 3

	A	B	C	D	E	F	G	H	I
1	Year 2019	Road Condition		Number of	Bridges in need of	Control Devices	New Roads	Cost of Improve-	Usual Costs of
2	List of County	Rank on a Scale of		repair or	repair or	(Signs, Lights)	needed for	ments Identified in	Maintenance in
3	Roads by	1-5; 1 = Poor	Cause of	replacement	replacement	needing repair or	opening	Report for Specific	Coming Year for
4	Name/Number	5=Excellent	Degradation			replacement		Road	Specific Road
5	Kallus Beyer Rd	2	Trucks	0	0	5		\$1,500	\$1,700.00
6	Shaws Bend Rd.	3	Age/Trucks	0	0	4		Reg. Maintenance	\$300.00
7	Jerrill Coffee Rd.	3	Bad Subgrade	0	1	0		Reg. Maintenance	5,000.00
8	Reese Ln.	3	Traffic	0	1	9		Bridge, \$250,000	25,000.00
9	Ehlinger Rd.	3	Trucks	2	0	2		Bridge \$1,290.00	\$2,000.00
10	Ehlinger Rd.	2	Weather	0	0	0		Reg. Maintenance	\$0.00
11	Dvorak Rd.	3	Weather	0	0	0		Reg. Maintenance	\$500.00
12	Jasek Rd.	3	Weather	1	0	0		Reg. Maintenance \$2,000	\$1,000.00
13	Brushy Rd.	4	Water	0	1	3		Reg. Maintenance	\$1,000.00
14	Brushy Rd.	2	Age	1	0	0		Culvert/Base \$1,111.00	\$5,000.00
15	Schobel Rd.	3	Traffic	1	1	0		\$250,000.00	\$3,000.00
16	Brunes Mill Rd.	3	Subgrade	0	0	0		\$0	\$3,000
17	Cummins Stein Rd.	2	Weather	0	1	1		Culvert/Base \$570.00	Bridge \$230,000.
18	Kielhege Rd.	3	Weather	0	1	1		Reg. Maintenance	\$16,500.00
19	Bull Creek Rd.	3	Water	0	0	0		Reg. Maintenance	\$1,000.00
20	Post Oak Point Rd.	3	Weather	1	0	0		Culvert/Base \$522.00	\$500.00
21	Haltmann Ln.	3	Drainage	0	0	3			\$1,000.00
22	San Felipe Rd.	3	Age	0	0	3		Reg. Maintenance	\$23,800.00
23	Krenek Rd.	4	Narrow	0	0	1		Reg. Maintenance	\$1,000.00
24	Kickler Rd.	3	Traffic	1	0	0		Reg. Maintenance	\$500.00
25	Stokes Rd.	2	Traffic	1	1	0		Premix/Sealcoat \$72,981.39	\$17,000.00
26	Secates Rd.	3	Weather	2	0	0		Sealcoat \$1,341.31	\$4,000.00
27	Bukemper Rd.	3	Weather	0	0	0		Reg. Maintenance	\$1,000.00
28	Fischer Buller Rd.	3	Weather	0	0	0		Sealcoat \$17,420.30	\$3,000.00
29	Stokes Rd.	2	Bad Base	0	0	0		Reg. Maintenance	\$3,000.00
30	McElroy Rd.	3	Trucks	1	1	0		Premix/Sealcoat \$54,581.48	\$164,750.00
31	Zimmerscheidt Rd.	3	Age	0	0	1		Sealcoat \$16,184.10	\$1,000.00
32	Zimmerscheidt Rd.	2	Drainage	2	3	1		Reg. Maintenance	\$1,030.00
33	Vogelsang Rd.	2	Water	1	0	0		Reg. Maintenance	\$1,000.00

MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 3

	A	B	C	D	E	F	G	H	I
34	Warschalschuette	2	Flooding	1	1	5		\$2,500	\$650.00
35	Weishuhn Rd.	4	Traffic	1	0	2		Premix \$3,000	\$800.00
36	Smith Rau Rd.	2	Water	0	0	2		\$3,000.00	\$2,000.00
37	Smith Rau Rd.	4	Cattleguard	0	0	0		10 Culvert/Base \$14,625.00	
38	G. Miller Rd.	4	Traffic	0	0	2		Reg. Maintenance	\$1,000.00
39	Flower Hill Rd.	4	Guards	0	0	2		Reg. Maintenance	\$1,000.00
40	Kansteiner Rd.	4	Traffic	1					
41	Schultz Rd.	3	Trucks	1	0	0		\$2,000.00	
42	Mentz Rd.	3	Traffic	1	0	6	Sealcoat/	Culverts/Base \$2,694.46	\$40,680.00
43	Piney Woods Rd.	4	Trucks	0	0	1		Culverts \$500	\$1,000.00
44	Dietrich Ln.	4	Trucks	0	1	1		\$5,000	\$2,000.00
45	A Braden Rd.	2	Water	0	1	3		Reg. Maintenance	\$500.00
46	Bostik Rd.	3	Traffic	4	0	6		Culverts \$4,000	\$2,740.00
47	Allen Rd.	3	Weather	1	0	1		Reg. Maintenance	\$600.00
48	Dunlavy Rd.	4	Trucks	0	0	1		Reg. Maintenance	\$500.00
49	Schmoeller-Sens Rd.	2	Water	1	0	0		Reg. Maintenance	\$1,000.00
50	Cat Spring Rd.	2	Water	2	0	17		Culverts \$1,500.00	\$3,000.00
51	Zimmerscheidt Rd.	3	Water	3	1	6		\$2,000.00	\$2,000.00
52	Yearwood Rd.	4	Trucks	0	0	0		Reg. Maintenance	\$2,000.00
53	Buck Rd.	2	Poor Subgrade	0	0	1		Reg. Maintenance	\$2,000.00
54	Cedar St.	2	Water	0	0	0		Reg. Maintenance	\$1,000.00
55	Old New Ulm Rd.	4	Flooding	0	0	3		\$2,000	\$1,000.00
56	Santa Anna Rd.	1	Trucks	1	0	1		Reg. Maintenance	\$500.00
57	Hildebrandt Rd.	1	Flooding	0	2	4		Culverts/Base \$3,000.00	\$5,000.00
58	Hayek Rd.	3	Weather	0	0	1		Reg. Maintenance	\$500.00
59	Durgens Mill Rd.	1	Trucks	2	3	1		\$1,000.00	\$2,000.00
60	Barten Rd.	3	Poor Base	0	0	0		Reg. Maintenance	\$2,000.00
61	Turnlison Rd.	4	Age	0	0	0		Reg. Maintenance	\$2,000.00
62	Cummins Creek Rd.	4	Trucks	0	0	0		Reg. Maintenance	\$1,000.00
63	Cummins Creek Rd.	2	Weather	1	0	0		Reg. Maintenance	\$500.00
64	Fritsche Rd.	2	Traffic	0	0	0		Reg. Maintenance	\$500.00
65	Kallus Beyer Rd.	2	Traffic	0	0	0		Reg. Maintenance	\$500.00
66	Allelyon Rd.	4	Traffic	0	0	4		\$21,500.00	\$1,000.00



MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 SEPTEMBER 23, 2019

Road Report  
 Precinct No. 3

	A	B	C	D	E	F	G	H	I
67	Freisburg Rd.	2	Water	0	0	4		Seal/Premix \$63,447.20	\$500.00
68	Reichardt Rd.	2	Weather	1	0	0		Reg. Maintenance	\$2,000.00
69	Reitz Quinn Rd.	2	Traffic	4	0	0		Reg. Maintenance	\$2,000.00
70	Black Forest Rd.	3	Weather	0	0	1		\$1,000.00	\$500.00
71	Henneke Rd.	3	Trucks	0	0	2		Seal/Premix \$11,170.00	\$500.00
72	New Ulm Rd.	3	Traffic	1	0	2		Reg. Maintenance	\$500.00
73	Ditmar Rd.	2	Drainage	0	0	1		\$4,000.00	\$500.00
74	Sealy Rd.	3	Flooding	0	1	0		\$2,000	\$1,000.00
75	Lehrmann Rd.	2	Weather	0	0	1		Reg. Maintenance	\$500.00
76	Kveton Rd.	2	Drainage	2	1	2		Culverts \$2,500.00	\$2,560.00
77	Bernardo Rd.	3	Traffic	5	0	0		Reg. Maintenance	0
78	Double Creek Rd.	3	Age	0	0	0		Reg. Maintenance	0
79	Schnoeller Rd.	2	Weather	0	0	0		Reg. Maintenance	0
80	Winslow Drive	2	Subgrade	0	0	0		Sealcoat \$10,712.58	0
81	Quail Hollow	2	Subgrade	0	0	0		Sealcoat \$3,707.10	0
82	Fisher Ln.	2	Drainage	0	0	0		Culverts \$1,472.24	0
83	Mentz Willow	2	Weather	0	0	0		Reg. Maintenance	\$0.00
84	Burnham Ferry Rd.	2	Trucks	0	0	3		Reg. Maintenance	\$0.00
85	Zapalac Rd.	2	Weather	0	0	0		Reg. Maintenance	0
86	Koehl Rd.	2	Weather	0	0	1		Reg. Maintenance	\$500.00
87	Fannies Crossing	2	Weather	0	1	0		Reg. Maintenance	0
88	Lutonsky Ln.	2	Weather	0	0	1		Reg. Maintenance	\$530.00
89	Piper League Rd.	2	Age	1	0	1		Reg. Maintenance	\$90.00
90	Dr. Neal Rd.	3	Traffic	1	0	4		\$17,000.00	\$530.00
91	Skaltisky Ln.	2	Water	0	0	0		Reg. Maintenance	0
92	Piper Rd.	2	Drainage	0	0	1		Reg. Maintenance	\$0.00
93	Church Ln.	2	Age	1	0	1		Reg. Maintenance	\$0.00
94	Church Ln.	2	Weather	0	0	0		Reg. Maintenance	0
95	Bockholt Dr.	2	Weather	0	0	1		Reg. Maintenance	\$0.00
96	Laura Ln.	3	Trucks	0	0	0		Reg. Maintenance	0
97	Marek Rd.	3	Trucks	0	0	0		Reg. Maintenance	0
98	Oak St.	3	Trucks	0	0	0		Reg. Maintenance	0
99	Buescher Ln.	4	Traffic	0	0	0		Reg. Maintenance	0



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

COUNTY OF COLORADO       §  
PRECINCT NO.    4           §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$903,100
3. Number of traffic control devices in the precinct defaced or torn down: 42
4. Any new road that should be opened in the precinct:
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:

Submitted by the undersigned on this 4 day of September, 2019.

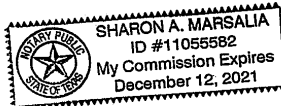
Darrell Gertson, Commissioner, Precinct No. 4

Signature: 

State of Texas  
County of Colorado

Sworn to and subscribed before me on the 4<sup>th</sup> day of September, 2019, by Darrell Gertson.

Sharon A. Marsalia  
Notary Public's Signature





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 4

	A	B	C	D	E	F	G	H	I
34	Salladay Rd.	4				2		Reg. Maintenance	
35	Hunt Rd.	4				1		Reg. Maintenance	
36	River Plant Rd.	4				1		Reg. Maintenance	
37	Tait Ranch Rd.	4						Reg. Maintenance	
38	Lyle Rd.	4						Reg. Maintenance	
39	Anderson Rd.	4	Heavy traffic			2		Reg. Maintenance	
40	Pecan Valley Rd.	4	Truck traffic					Reg. Maintenance	
41	Spalinger Rd.	4	Heavy traffic					Reg. Maintenance	
42	Simmons Oaks	4	Heavy traffic					Reg. Maintenance	
43	Hall Ranch Rd.	3	Truck traffic					Reg. Maintenance	
44	Arizona Ln.	5						Reg. Maintenance	
45	Glueck Rd.	4	Truck traffic					Reg. Maintenance	
46	Cassady Rd.	4	Truck traffic					Reg. Maintenance	
47	Marsella Rd.	4						Reg. Maintenance	
48	East Ash St.	3						Reg. Maintenance	
49	Fussell Rd.	4	heavy traffic					Reg. Maintenance	
50	Co. Rd. 416	4	Truck traffic					Reg. Maintenance	
51	Footo Ln.	4	Flood					Reg. Maintenance	
52	Rolf Ln.	4						Reg. Maintenance	
53	Mockingbird Ln.	3	heavy traffic					Reg. Maintenance	
54	Schindler Rd.	4				3		Reg. Maintenance	
55	Old Alhair Rd.	3	heavy traffic			1		Reg. Maintenance	
56	Crooked Rd.	4				3		Reg. Maintenance	
57	Canal Ave., Alleyton	3	Age					Reg. Maintenance	
58	Hadden St., Alleyton	3	Age					Reg. Maintenance	
59	Harbert St., Alleyton	3	Age					Reg. Maintenance	
60	Taylor St., Alleyton	3	Age					Reg. Maintenance	
61	Travis St., Alleyton	3	Age					Reg. Maintenance	
62	Evans St., Alleyton	3	Age					Reg. Maintenance	
63	Live Oak St., Alleyton	3	Age					Reg. Maintenance	
64	Camp St., Alleyton	3	Age					Reg. Maintenance	
65	Rosenfield St., Alleyton	3	Age					Reg. Maintenance	
66	Center St., Alleyton	3	Age					Reg. Maintenance	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 4

	A	B	C	D	E	F	G	H	I
67	Alleyton Rd.	3	Age					Reg. Maintenance	
68	Groves St., Alleyton	3	Age					Reg. Maintenance	
69	Calhoun St.	3	Age					Reg. Maintenance	
70	Columbus St.	3	Age					Reg. Maintenance	
71	Challenge St.	3	Age					Reg. Maintenance	
72	Main St., Altair	3	Age					Reg. Maintenance	
73	Washington St., Altair	3	Age					Reg. Maintenance	
74	Center St., Altair	3	Age					Reg. Maintenance	
75	Elder St., Eagle Lake	3	Age					Reg. Maintenance	
76	East St., Altair	4	Age					Reg. Maintenance	
77	Bowie St., Altair	3	Age					Reg. Maintenance	
78	Hogg St.	3	Age					Reg. Maintenance	
79	Challenge St., Altair	3	Age					Reg. Maintenance	
80	Milrite St., New Town	3	Age					Reg. Maintenance	
81	Kenny St., Eagle Lake	4	Age					Reg. Maintenance	
82	Honeydew Ln., Eagle L	3	Age					Reg. Maintenance	
83	Thornton Ln., Eagle La	2	Age					Reg. Maintenance	
84	Senior Bridge Rd.	3	Truck traffic					Reg. Maintenance	
85	Glen Flora Rd.	3	Heavy traffic					Reg. Maintenance	
86	Carter Walker Rd.	3	Heavy traffic					Reg. Maintenance	
87	Co. Rd. 252, Chestervi	2	Heavy traffic					Reg. Maintenance	
88	Co. Rd. 104	3	Heavy traffic					Reg. Maintenance	
89	Club Ln.	4	Truck traffic					Reg. Maintenance	
90	Della St.	4	Heavy traffic					Reg. Maintenance	
91	West Ash St.	3	Age					Reg. Maintenance	
92	Hackberry St.	4	Age					Reg. Maintenance	
93	Oak St.	4	Age					Reg. Maintenance	
94	Balusek Ln.	3	Age					Reg. Maintenance	
95	Clipson St.	3	Truck traffic					Reg. Maintenance	
96	Beard Rd.	4	Heavy traffic					Reg. Maintenance	
97	Loose Cow Rd.	5	Truck traffic			2		Reg. Maintenance	
98	Yett Rd.	3	Age					Reg. Maintenance	
99	APC MWR	5	Heavy traffic					Reg. Maintenance	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Road Report  
Precinct No. 4

	A	B	C	D	E	F	G	H	I
100	Minnesota, Chesterville	2	Age					Reg. Maintenance	
101	Henry St., New Town	3	Age					Reg. Maintenance	
102	Green Meadows Ln.	3	Truck traffic					Reg. Maintenance	
103	6th St., Chesterville	3	Age					Reg. Maintenance	
104	West	2	Age					Reg. Maintenance	
105	Hunt Rd.	3	Truck traffic					Reg. Maintenance	
106	Sycamore	4						Reg. Maintenance	
107	Lakeview	4						Reg. Maintenance	
108	Quail Hollow Ln.	3	Age					Reg. Maintenance	
109	Thomas Dyer Rd.	4						Reg. Maintenance	
110	Wildlife	4						Reg. Maintenance	
111	Quail Loop	3	Age					Reg. Maintenance	
112	CR 307	3	Age					Reg. Maintenance	
113	CR 4140	5						Reg. Maintenance	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

\_19. Examine and approve all accounts payable and budget amendments.

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

**(See Attachment)**





**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2  
 TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	MARTIN JACOBSON	208271	A	APPOINTED INVESTIGATOR/INV#190918	1,734.45
	DEPARTMENT TOTAL				1,884.45
0450-DISTRICT CLERK					
	AT&T	208075	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.15
	AT&T LONG DISTANCE	208045	A	AUG LONG DISTANCE SVC/INV#858540623	2.40
	GREATAMERICA FINANCIAL SVCS	208368	A	KYOCERA TASKALFA COPIER PMT	120.40
	TIME WARNER CABLE ENTERPRISES LLC	208221	A	TRUNKED PHONE VOICE SERVICE	37.64
	DEPARTMENT TOTAL				196.59
0451-JUSTICE OF THE PEACE #1					
	AQUA BEVERAGE COMPANY	208040	A	WATER/CUST#005321	10.74
	AT&T	208074	A	PHONE SVC/ACCT#713 A80-6235 692 8	74.50
	AT&T LONG DISTANCE	208056	A	AUG LONG DISTANCE SVC/INV#858540623	3.42
	PRESTIGE OFFICE PRODUCTS, LLC	208301	A	PENS/INV#115063	39.02
	PRESTIGE OFFICE PRODUCTS, LLC	208303	A	REPLY FORMS/INV#114966	239.00
	XEROX FINANCIAL SERVICES	208237	A	XEROX COPIER LEASE PMT/INV#1778692	125.00
	DEPARTMENT TOTAL				491.68
0452-JUSTICE OF THE PEACE #2					
	AQUA BEVERAGE COMPANY	208042	A	COOLER RENT & WATER/CUST#012681	23.74
	BOE REEVES	208097	A	MILEAGE (8/24 - 9/8)	64.96
	COURTNEY OHNHEISER	208116	A	MILEAGE TO DELIVER REPORTS	18.33
	NEWWAVE COMMUNICATIONS	208037	R	INTERNET AT JP#2/ACCT#127120608	93.45
	PRESTIGE OFFICE PRODUCTS, LLC	208202	A	REPLY FORMS/INV#114967	239.00
	XEROX FINANCIAL SERVICES	208238	A	XEROX COPIER LEASE PMT/INV#1778692	125.00
	DEPARTMENT TOTAL				564.48
0453-JUSTICE OF THE PEACE #3					
	AQUA BEVERAGE COMPANY	208161	A	WATER & COOLER RENT/CUST#013805	26.74
	AT&T	208079	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11
	AT&T LONG DISTANCE	208048	A	AUG LONG DISTANCE SVC/INV#858540623	0.96
	PRESTIGE OFFICE PRODUCTS, LLC	208203	A	REPLY FORMS/INV#114964	239.00
	PRESTIGE OFFICE PRODUCTS, LLC	208204	A	FOLDERS/INV#114976	77.98
	TIME WARNER CABLE ENTERPRISES LLC	208227	A	TRUNKED PHONE VOICE SERVICE	37.64
	XEROX FINANCIAL SERVICES	208239	A	XEROX COPIER LEASE PMT/INV#1778692	125.00
	DEPARTMENT TOTAL				543.43
0454-JUSTICE OF THE PEACE #4					
	AQUA BEVERAGE COMPANY	208043	A	COOLER RENT & WATER/CUST#010708	23.48
	TIME WARNER CABLE ENTERPRISES LLC	208149	A	INTERNET & PHONE @ JP#4	129.97
	DEPARTMENT TOTAL				153.45
0475-COUNTY ATTORNEY					
	AT&T	208084	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11
	AT&T LONG DISTANCE	208050	A	AUG LONG DISTANCE SVC/INV#858540623	0.11
	AT&T MOBILITY	208349	A	CELLULAR SVC/ACCT#826401607	208.84
	POWERFUL PUBLICATIONS	208199	A	ANNUAL WEBSITE HOSTING/INV#1215	359.40
	SYNCB/AMAZON	208214	A	(2) DELL OPTIPLEX 3 COMPUTER	1,237.98
	SYNCB/AMAZON	208215	A	(2) DISPLAY PORT TO DVI & HDMI CABLE	37.50
	TIME WARNER CABLE ENTERPRISES LLC	208226	A	TRUNKED PHONE VOICE SERVICE	75.28
	TRANSUNION RISK & ALTERNATIVE	208234	A	AUG SEARCHES/ACCT#3133931	50.00
	XEROX FINANCIAL SERVICES	208243	A	XEROX COPIER LEASE PMT/INV#1778692	300.00
	DEPARTMENT TOTAL				2,305.22
0495-COUNTY AUDITOR'S OFFICE					
	AT&T	208076	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

CYCLE: ALL PAGE 3  
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T LONG DISTANCE	208046	A	AUG LONG DISTANCE SVC/INV#858540623	0.55
	COAST TO COAST COMPUTER PRODUCTS	208175	A	INK CARTRIDGE/INV#A2033470,A2033471	119.96
	TIME WARNER CABLE ENTERPRISES LLC	208223	A	TRUNKED PHONE VOICE SERVICE	37.64
	XEROX FINANCIAL SERVICES	208240	A	XEROX COPIER LEASE PMT/INV#1778692	125.00
	DEPARTMENT TOTAL				319.26
0497-COUNTY TREASURER					
	TIME WARNER CABLE ENTERPRISES LLC	208224	A	TRUNKED PHONE VOICE SERVICE	18.82
	DEPARTMENT TOTAL				18.82
0499-TAX ASSESSOR-COLLECTOR					
	AT&T	208087	A	PHONE SVC/ACCT#713 A80-6235 692 8	40.89
	AT&T LONG DISTANCE	208047	A	AUG LONG DISTANCE SVC/INV#858540623	0.37
	TIME WARNER CABLE ENTERPRISES LLC	208222	A	TRUNKED PHONE VOICE SERVICE	37.64
	DEPARTMENT TOTAL				78.90
0510-COURTHOUSE BUILDING					
	A-LINE AUTO PARTS	208039	A	BATTERY/CUST#46398	50.64
	A-LINE AUTO PARTS	208333	A	UNIVERSAL POWER STEERING/CUST#46398	8.39
	AQUA BEVERAGE COMPANY	208091	A	WATER & COOLER RENT/CUST#012337	62.48
	CHAMPION ENERGY SERVICES, LLC	208105	A	PROBATION ELECTRICITY TO 9-30	715.99
	CHAMPION ENERGY SERVICES, LLC	208167	A	JP#3 ELECTRICITY TO 9-4	302.22
	CHAMPION ENERGY SERVICES, LLC	208168	A	TRAVIS STREETLIGHT TO 9-4	6.57
	CHAMPION ENERGY SERVICES, LLC	208169	A	SPRING STREETLIGHT TO 9-4	14.45
	CHAMPION ENERGY SERVICES, LLC	208170	A	EXTENSION SVC ELECTRICITY TO 9-4	516.21
	CHAMPION ENERGY SERVICES, LLC	208171	A	ANNEX ELECTRICITY TO 9-4	1,163.80
	CHAMPION ENERGY SERVICES, LLC	208172	A	RMO/MAINT ELECTRICITY TO 9-4	165.61
	CHAMPION ENERGY SERVICES, LLC	208173	A	COURTHOUSE ELECTRICITY TO 9-4	2,389.78
	COLUMBUS PLUMBING & SERVICE, INC.	208112	A	PLUMBING PARTS/INV#2805,2806	87.95
	CONDR COMMUNICATIONS	208270	A	ADD JACKS IN DISPATCH/INV#57291	310.48
	EL CAMPO CARPET ONE	208245	A	TILE DISPATCH FLOOR/INV#CG901875	609.28
	GULF COAST PAPER CO., INC.	208123	A	CLEANING SUPPLS/#1729290,1729291	371.58
	GULF COAST PAPER CO., INC.	208124	A	TISSUE & TOWELS/INV#1729290	159.62
	GULF COAST PAPER CO., INC.	208182	A	QUICK-CONNET WET/DRY FRAME/#1733644	33.22
	ROSENBAUM ELECTRIC	208252	A	ELECTRIC WORK FOR DISPATCH REMODEL	1,458.61
	ROSENBAUM ELECTRIC	208376	A	REPLACE LIGHTS @ AG BLDG & ANNEX	1,166.98
	ROSENBAUM ELECTRIC	208377	A	INSTALL TRANSFORMERS & WIRE AC UNIT	3,827.08
	TEXAS AIRSYSTEMS, LLC	208183	A	TRAINING FOR LGMV & ACSMART	1,646.00
	TEXAS AIRSYSTEMS, LLC	208184	A	LG IDU INSPECTION	1,601.00
	TEXAS AIRSYSTEMS, LLC	208185	A	REPLACE INVERTER & NOISE BOARDS	9,439.00
	WALMART COMMUNITY/RFCSLLC	208261	A	CLEANING SUPPLIES/TR#02100	77.59
	WILSON FIRE EQUIPMENT & SVC CO, INC	208154	A	ANNUAL FIRE ALARM INSPECTION	1,075.00
	DEPARTMENT TOTAL				27,259.53
0515-PARKS & RECREATION DEPT					
	CHAMPION ENERGY SERVICES, LLC	208104	A	BEASONS PARK ELECTRICITY TO 8-29	59.54
	DEPARTMENT TOTAL				59.54
0525-SEPTIC SYSTEM/FLOODPLAIN					
	AT&T	208071	A	PHONE SVC/ACCT#713 A80-6235 692 8	44.69
	AT&T LONG DISTANCE	208064	A	AUG LONG DISTANCE SVC/INV#858540623	4.02
	DEPARTMENT TOTAL				48.71
0530-EMERGENCY MANAGEMENT					
	AT&T	208090	A	PHONE SVC/ACCT#713 A80-6235 692 8	44.69
	AT&T LONG DISTANCE	208057	A	AUG LONG DISTANCE SVC/INV#858540623	3.69
	AT&T MOBILITY	208351	A	CELLULAR SVC/ACCT#826401607	54.84
	DEPARTMENT TOTAL				103.22

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

0540-EMS DIRECTOR/AMBULANCE  
09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19 CYCLE: ALL PAGE 4  
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T	208068	A	PHONE SVC/ACCT#713 A80-6235 692 8	92.40
	AT&T	208081	A	PHONE SVC/ACCT#713 A80-6235 692 8	34.81
	AT&T	208088	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11
	AT&T LONG DISTANCE	208052	A	AUG LONG DISTANCE SVC/INV#858540623	16.53
	AT&T LONG DISTANCE	208058	A	AUG LONG DISTANCE SVC/INV#858540623	0.20
	BOUND TREE MEDICAL, LLC	208331	A	MEDICAL SUPPL/INV#83342471,83344397	381.70
	COLORADO COUNTY OIL CO., INC.	208323	A	518 GALS DIESEL/INV#392584	1,217.92
	COLORADO COUNTY OIL CO., INC.	208324	A	8.70 GAS GASOLINE/INV#392641	26.11
	COLORADO COUNTY OIL CO., INC.	208325	A	428 GALS DIESEL/INV#393056	918.83
	COLORADO COUNTY OIL CO., INC.	208326	A	DRUM OF OIL/INV#393333	786.79
	COLORADO COUNTY OIL CO., INC.	208327	A	536 GALS DIESEL/INV#394169	1,204.28
	COLUMBUS TIRE CENTER	208328	A	INSPECTION/INV#1936	7.00
	EMS MANAGEMENT & CONSULTANTS, INC.	208332	A	AUG EMS BILLING SVCS/INV#036936	3,871.77
	HENRY SCHEIN INC.	208321	A	MEDICAL SUPPL/INV#68650593,68653079	256.68
	HENRY SCHEIN INC.	208322	A	MEDICAL SUPPL/INV#68893221,68935523	498.25
	J & L AUTOMOTIVE	208260	A	INSPECTION/INV#190815023	7.00
	O'REILLY AUTO PARTS	208329	A	WIPER BLADES/CUST#1269382	46.48
	O'REILLY AUTO PARTS	208335	A	BATTERY & STARTER FLUID/CUST#1269382	65.81
	PRAXAIR DISTRIBUTION, INC.	208312	A	OXYGEN/INV#91779148	436.75
	PRESTIGE OFFICE PRODUCTS, LLC	208134	A	PRINTER CARTRIDGE/INV#114892	136.99
	PRESTIGE OFFICE PRODUCTS, LLC	208330	A	DRY ERASE MARKERS/INV#114948	17.21
	QUADMED, INC.	208319	A	MEDICAL SUPPLIES/INV#155375,155355	467.61
	QUADMED, INC.	208320	A	MEDICAL SUPPLIES/INV#155734	466.04
	ROSENBAUM ELECTRIC	208375	A	WIRE CARGO TRAILER INTO GENERATOR	2,107.40
	STAVINHOA TIRE PROS LLC	208140	A	STATE INSPECTION/INV#63472	7.00
	STEVEN SILVER	208336	A	REIMB FOR PARTS	33.98
	SYNCB/AMAZON	208212	A	REFRIG THERMOMETERS	71.96
	TIME WARNER CABLE ENTERPRISES LLC	208145	A	INTERNET @ SVCS FACILITY	120.62
	TIME WARNER CABLE ENTERPRISES LLC	208148	A	CABLE, INTERNET & PHONE @ EL EMS	304.70
	WALMART COMMUNITY/RFCSLLC	208314	A	BATTERIES, TOWELS & TRASH BAGS/3394	70.34
	WALMART COMMUNITY/RFCSLLC	208315	A	BATTERIES, TOWELS & LAMP SHADE/3305	43.77
	WALMART COMMUNITY/RFCSLLC	208316	A	CAR WASH, GLASS CLNR, DISH WAND/8189	70.24
	WALMART COMMUNITY/RFCSLLC	208317	A	HDMI TO VGA/TR#08176	16.88
	XEROX FINANCIAL SERVICES	208241	A	XEROX COPIER LEASE PMT/INV#1778692	150.00
	DEPARTMENT TOTAL				13,990.16
0555-911 RURAL ADDRESSING					
	AT&T	208082	A	PHONE SVC/ACCT#713 A80-6235 692 8	44.69
	AT&T	208156	A	PHONE SVC/ACCT#713 A80-6235-692-8	36.11
	AT&T LONG DISTANCE	208059	A	AUG LONG DISTANCE SVC/INV#858540623	4.37
	MAPLOGIC CORPORATION	208196	A	MAPLOGIC LAYOUT MANAGER ANNL MAINT	250.00
	PRESTIGE OFFICE PRODUCTS, LLC	208135	A	OFFICE SUPPLIES/INV#114914	65.89
	PRESTIGE OFFICE PRODUCTS, LLC	208201	A	HP TONER CARTRIDGES/INV#114955	339.52
	SYNCB/AMAZON	208216	A	MEMORY KIT 16GB	69.99
	DEPARTMENT TOTAL				810.57
0560-COUNTY SHERIFF					
	AT&T	208070	A	PHONE SVC/ACCT#713 A80-6235 692 8	316.61
	AT&T	208157	A	PHONE SVC/ACCT#713 A80-6235-692-8	32.96
	AT&T	208158	A	PHONE SVC/ACCT#713 A80-6235-692-8	37.74
	AT&T LONG DISTANCE	208049	A	AUG LONG DISTANCE SVC/INV#858540623	149.54
	AT&T LONG DISTANCE	208051	A	AUG LONG DISTANCE SVC/INV#858540623	7.12
	AT&T MOBILITY	208352	A	CELLULAR SVC/ACCT#826401607	32.64
	CAVENDER CHRYSLER JEEP DODGE RAM	208249	A	CHEV TAHOE REPAIRS/INV#71066	231.83
	CAVENDER CHRYSLER JEEP DODGE RAM	208250	A	CHEV TAHOE REPAIRS/INV#71004	161.46
	CDW GOVERNMENT	208103	A	(20) RAM KEYBOARD HOLDERS/#TSK2454	776.20
	COLORADO COUNTY OIL CO., INC.	208106	A	880 GALS GASOLINE/INV#394168	1,789.85

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

CYCLE: ALL PAGE 5  
PREPARER:0004

DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
COLORADO COUNTY OIL CO., INC.	208107	A	900 GALS GASOLINE/INV#393507	1,800.99
COLORADO COUNTY OIL CO., INC.	208108	A	393 GALS GASOLINE/INV#393699	786.43
COLORADO COUNTY OIL CO., INC.	208109	A	860 GALS GASOLINE/INV#392583	1,908.51
COLORADO COUNTY OIL CO., INC.	208110	A	427 GALS GASOLINE/INV#392139	927.87
COLORADO COUNTY OIL CO., INC.	208155	A	908 GALS GAS/INV#393053	1,823.26
COLORADO COUNTY OIL CO., INC.	208310	A	900 GALS GASOLINE/INV#395557	1,768.23
COLORADO VALLEY VETERINARY SERVICE	208248	A	EUTHANASIA & BURIAL OF STRAY DOG	72.00
COLUMBUS TV & APPLIANCE	208113	A	FRIGIDAIRE REFRIGERATOR/INV#73033	500.00
DARRELL CRAIG PEIKERT	208117	A	SEPT IT BASE-LOAD IT CONTRACT	1,600.00
DARRELL CRAIG PEIKERT	208118	A	REIMB FOR ANNUAL WEBSITE SERVICE	156.00
FAMILY CRISIS CENTER	208120	A	SEXUAL ASSUALT EXAM	489.00
GT DISTRIBUTORS, INC.	208254	A	UNIFORMS/INV0726912	50.59
O'REILLY AUTO PARTS	208246	A	BATTERY/CUST#1269383	173.14
PRESTIGE OFFICE PRODUCTS, LLC	208200	A	MAGISTRATE WARNING FORMS/INV#114962	449.00
SAFE	208309	A	SEXUAL ASSUALT EXAM/INV#19-085	853.00
SCHNEIDER TIRE & LUBE LLC	208209	A	OIL CHANGE/INV#28304	43.48
SCHNEIDER TIRE & LUBE LLC	208210	A	OIL CHG/INV#28272	92.96
SCHNEIDER TIRE & LUBE LLC	208247	A	OIL CHG/INV#28320	44.98
SETON SMITHVILLE REGIONAL HOSPITAL	208137	A	SEXUAL ASSUALT EXAM/A01020493/00011	277.00
SHERIFFS' ASSOCIATION OF TEXAS	208138	A	MEMBERSHIP DUES/R.H. WIED	25.00
TCOLE	208282	A	ON-SITE EXAM ADMIN FEE/INV#20-0005	50.00
THE GOODYEAR TIRE & RUBBER COMPANY	208143	A	(8) TIRES/INV#016-1143591	1,094.32
TIME WARNER CABLE ENTERPRISES LLC	208307	A	FIBER INTERNET @ SHERIFF DEPT	1,114.82
TRANSMUNION RISK & ALTERNATIVE	208151	A	AUG SEARCHES/ACCT#366533	150.00
VOICE PRODUCTS, INC.	208235	A	NICE RECORDER ANNUAL SOFTWARE MAINT	2,945.00
DEPARTMENT TOTAL				22,731.53
0565-OPERATION OF JAIL				
A L & M BUILDING SUPPLY	208038	A	DISPATCH REMODEL MATERIAL/CUST#5134	155.19
A L & M BUILDING SUPPLY	208160	A	LUBRICANT SPRAY & FLAP DISC/#5134	24.96
A L & M BUILDING SUPPLY	208258	A	DRAIN CLEANER/CUST#5134	15.98
BRYAN RADIOLOGY ASSOCIATES	208099	A	RADIOLOGY/BRA96521/8-26-19/INMATE	6.95
BRYAN RADIOLOGY ASSOCIATES	208100	A	RADIOLOGY/BRA81606/8-27-19/INMATE	6.95
BRYAN RADIOLOGY ASSOCIATES	208101	A	RADIOLOGY/BRA81606/8-26-19/INMATE	13.90
BRYAN RADIOLOGY ASSOCIATES	208102	A	RADIOLOGY/BRA81606/8-27-19/INMATE	8.55
CLINICAL SOLUTIONS PHARMACY	208284	A	JULY INMATE MEDICINE	40.17
CLINICAL SOLUTIONS PHARMACY	208285	A	JULY INMATE MEDICINE	78.20
CLINICAL SOLUTIONS PHARMACY	208286	A	JULY INMATE MEDICINE	5,280.57
CLINICAL SOLUTIONS PHARMACY	208287	A	JULY INMATE MEDICINE	4.19
CLINICAL SOLUTIONS PHARMACY	208288	A	JULY INMATE MEDICINE	9.59
CLINICAL SOLUTIONS PHARMACY	208289	A	JULY INMATE MEDICINE	15.81
CLINICAL SOLUTIONS PHARMACY	208290	A	JULY INMATE MEDICINE	97.61
CLINICAL SOLUTIONS PHARMACY	208291	A	JULY INMATE MEDICINE	5.40
CLINICAL SOLUTIONS PHARMACY	208292	A	JULY INMATE MEDICINE	5.82
CLINICAL SOLUTIONS PHARMACY	208293	A	JULY INMATE MEDICINE	309.48
CLINICAL SOLUTIONS PHARMACY	208294	A	JULY INMATE MEDICINE	64.14
CLINICAL SOLUTIONS PHARMACY	208295	A	JULY INMATE MEDICINE	11.27
CLINICAL SOLUTIONS PHARMACY	208296	A	JULY INMATE MEDICINE	17.05
CLINICAL SOLUTIONS PHARMACY	208297	A	JULY INMATE MEDICINE	23.39
CLINICAL SOLUTIONS PHARMACY	208298	A	JULY INMATE MEDICINE	5.40
COLUMBUS COMMUNITY HOSPITAL	208111	A	HOSP CHGS/20321817/8-18-19/INMATE	585.55
CONCORD MEDICAL GROUP, PLLC	208114	A	PHYSICIAN SVCS/83292579/8-17/INMATE	79.62
CONCORD MEDICAL GROUP, PLLC	208115	A	PHYSICIAN SVCS/83347328/8-19/INMATE	105.40
DOUBLE "C" PEST CONTROL	208119	A	PEST CONTROL @ JAIL/INV#3511	60.00
H.E. BUTT GROCERY COMPANY	208256	A	BREAD, BUNS & FOOD/INV#082445	119.76
H.E. BUTT GROCERY COMPANY	208372	A	BREAD, BUNS & FOOD/INV#090101	175.46
LABATT FOOD SERVICE	208126	A	WEEKLY FOOD ORDER/INV#9090735	1,151.06

**MINUTES OF THE COLORADO COUNTY  
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09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
LABATT FOOD SERVICE	208127	A	WEEKLY FOOD ORDER/INV#9052390	1,073.71
LABATT FOOD SERVICE	208257	A	WEEKLY FOOD ORDER/INV#9123013	890.76
LABATT FOOD SERVICE	208299	A	WEEKLY FOOD ORDER/INV#09161411	969.58
LABATT FOOD SERVICE	208374	A	WEEKLY FOOD ORDER/INV#9193595	1,120.08
MATERA PAPER COMPANY	208129	A	SANITIZER/INV#H456746A	97.56
MATERA PAPER COMPANY	208130	A	CITRUS CHISEL DEGREASER/INV#H456918	45.84
MATERA PAPER COMPANY	208300	A	BATH TISSUE/INV#H459417	216.15
O'REILLY AUTO PARTS	208255	A	TOOLS FOR LIGHTS& FUSE/CUST#1269383	15.48
ROSENBAUM ELECTRIC	208373	A	REPLACE PLUGS SAFE IN CELLS	1,029.10
SEALY DENISTRY - SEALY PLLC	208136	A	INMATE DENTAL WORK/ACCT#4189077211	671.00
SEALY DENISTRY - SEALY PLLC	208370	A	SURGICAL REMOVAL OF TEETH/INMATE	607.00
SOUTHERN HEALTH PARTNERS, INC	208139	A	OCT INMATE MEDICAL CONTRACT SVCS	9,096.88
THE PHARMACY SHOP OF WEIMAR	208233	A	AUG INMATE MEDICINE	158.10
WALMART COMMUNITY/RFCSLLC	208152	A	2TB HARD DRIVES/TR#01831	118.00
WALMART COMMUNITY/RFCSLLC	208236	A	RECORDING VIDEO/TR#08764	89.00
WALMART COMMUNITY/RFCSLLC	208259	A	CLEANING SUPPLIES/TR#06375	90.17
WALMART COMMUNITY/RFCSLLC	208371	A	CLEANING SUPPLIES/TR#04468	102.26
XEROX FINANCIAL SERVICES	208242	A	XEROX COPIER LEASE PMT/INV#1778692	250.00
DEPARTMENT TOTAL				25,118.09
0570-SUPERVISION & CORRECTIONS				
FORT BEND COUNTY	208121	A	AUG SHORT-TERM DETENTION SVCS	1,760.00
FORT BEND COUNTY	208189	A	JULY SHORT-TERM DETENTION SVCS	220.00
DEPARTMENT TOTAL				1,980.00
0580-VETERAN SERVICE OFFICER				
AT&T	208159	A	PHONE SVC/ACCT#713 A80-6235-692-8	44.69
AT&T LONG DISTANCE	208055	A	AUG LONG DISTANCE SVC/INV#858540623	2.80
DEPARTMENT TOTAL				47.49
0585-INFORMATION TECHNOLOGY				
LIFTOFF, LLC	208265	A	(47) OFFICE 365 PRO PLUS LICENSES	2,256.00
SYNCB/AMAZON	208213	A	DISPLAY PORT TO DVI & HDMI CABLE	18.98
TIME WARNER CABLE ENTERPRISES LLC	208230	A	TRUNKED PHONE VOICE SERVICE	18.82
DEPARTMENT TOTAL				2,293.80
0640-CONTRACT SERVICES				
HENNEKE FUNERAL HOME, LTD.	208263	A	TRANSPORT BODY FOR AUTOPSY ON 9-6	800.00
TRAVIS COUNTY MEDICAL EXAMINER	208150	A	AUTOPSY ON 5-17-19/INV#3300002646	2,900.00
DEPARTMENT TOTAL				3,700.00
0645-INDIGENT HEALTH CARE				
BRYAN RADIOLOGY ASSOCIATES	208164	A	RADIOLOGY/BRA64215/5-10-19/IHC	45.17
BRYAN RADIOLOGY ASSOCIATES	208165	A	RADIOLOGY/BRA64215/5-22-19/IHC	13.90
BRYAN RADIOLOGY ASSOCIATES	208166	A	RADIOLOGY/BRA64215/5-22-19/IHC	6.68
BRYAN RADIOLOGY ASSOCIATES	208178	A	HOSP CHGS/20322024/8-20-19/IHC	101.43
COLUMBUS COMMUNITY HOSPITAL	208179	A	HOSP CHGS/20316777/7-9-19/IHC	374.85
COLUMBUS COMMUNITY HOSPITAL	208180	A	HOSP CHGS/20318566/7-24-19/IHC	336.14
COLUMBUS COMMUNITY HOSPITAL	208181	A	HOSP CHGS/20321870/8-19-19/IHC	81.83
COLUMBUS COMMUNITY HOSPITAL	208198	A	HOSP CHGS/20321870/8-19-19/IHC	22.41
PRESTIGE OFFICE PRODUCTS, LLC	208208	A	WALL CLOCK/INV#114949	44.33
SANDY B. BAHM, MD	208229	A	PHYSICIAN SVCS/474386A/8-19/INMATE	18.82
TIME WARNER CABLE ENTERPRISES LLC	208229	A	TRUNKED PHONE VOICE SERVICE	1,045.56
DEPARTMENT TOTAL				36.11
0665-AGRI EXTENSION SERVICE				
AT&T	208067	A	PHONE SVC/ACCT#713 A80-6235 692 8	72.22
AT&T	208073	A	PHONE SVC/ACCT#713 A80-6235 692 8	

**MINUTES OF THE COLORADO COUNTY  
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**SEPTEMBER 23, 2019**

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T LONG DISTANCE	208054	A	AUG LONG DISTANCE SVC/INV#858540623	2.28
	AT&T LONG DISTANCE	208063	A	AUG LONG DISTANCE SVC/INV#858540623	1.75
	DISTRICT 11 TCAAA	208268	A	FALL RETREAT/INV#8292019	40.00
	DISTRICT 11 TCAAA	208269	A	TCAAA/NACAA DUES	100.00
	JA'SHAE HORN	208125	A	AUG MILEAGE	67.52
	JA'SHAE HORN	208251	A	SUPPLIES FOR PROGRAMS & WATER	103.27
	SHERIDAN COMMUNITY CENTER	208267	A	HALL RENTAL FOR OLDER TEXAN FAIR	250.00
	TIME WARNER CABLE ENTERPRISES LLC	208146	A	INTERNET @ EXT SVC	120.62
	XEROX FINANCIAL SERVICES	208244	A	XEROX COPIER LEASE PMT/INV#1778692	477.77
	DEPARTMENT TOTAL				1,271.54
0695-MISCELLANEOUS					
	AT&T	208069	A	PHONE SVC/ACCT#713 A80-6235 692 8	40.89
	AT&T	208077	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11
	AT&T	208089	A	PHONE SVC/ACCT#713 A80-6235 692 8	36.11
	BANNER-PRESS NEWSPAPER, INC.	208092	A	SALARY HEARING NOTICE/ACCT#004482	42.00
	BANNER-PRESS NEWSPAPER, INC.	208093	A	PROPERTY TAX RATE NOTICE/ACCT#04482	220.50
	BANNER-PRESS NEWSPAPER, INC.	208094	A	HELP WANT AD/JAILER/ACCT#1055	45.00
	BANNER-PRESS NEWSPAPER, INC.	208095	A	BUDGET HEARING NOTICE/ACCT#359	45.50
	BANNER-PRESS NEWSPAPER, INC.	208096	A	SALARY HEARING NOTICE/ACCT#359	189.00
	BAUMGART AGENCIES	208162	A	DIST CLERK DEPUTY BLANKET BOND	199.34
	BAUMGART AGENCIES	208163	A	CO CLERK DEPUTY BLANKET BOND	133.85
	BAUMGART AGENCIES	208369	A	DEPUTY DIST CLERK BOND/S. MAZAC	50.00
	JUSTIN LINDEMANN	208311	A	REIMB FOR BATTERIES FOR VFD	11.98
	NEOPOST USA INC	208397	A	POSTAGE MACHINE LEASE PMT/#N7919133	223.86
	OGINFO.COM, LLC	208264	A	DAILY OIL & GAS REPORT/INV#19963	31.99
	PRESTIGE OFFICE PRODUCTS, LLC	208133	A	PAPER/INV#114892	37.99
	PRESTIGE OFFICE PRODUCTS, LLC	208197	A	PAPER/INV#114949	49.99
	PRESTIGE OFFICE PRODUCTS, LLC	208302	A	COPIER PAPER/INV#115063	37.99
	SCHNEIDER TIRE & LUBE LLC	208337	A	FLAT REPAIR/INV#28391	17.80
	TIME WARNER CABLE ENTERPRISES LLC	208147	A	FIBER INTERNET @ COURTHOUSE	653.41
	TIME WARNER CABLE ENTERPRISES LLC	208231	A	TRUNKED PHONE VOICE SERVICE	56.45
	WEIMAR MERCURY	208153	A	SALARY HEARING NOTICE/ID#3527	77.21
	DEPARTMENT TOTAL				2,236.97
	FUND TOTAL				143,622.89

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0013 RECORDS PRESERVATION FUND  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

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PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0613-RECORDS PRESERVATION	IRON MOUNTAIN RECORDS MANAGEMENT	208191	A	SEPT RECORD STORAGE/INV#BXJZ262	336.01
	DEPARTMENT TOTAL				336.01
	FUND TOTAL				

**MINUTES OF THE COLORADO COUNTY  
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09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	AT&T	208072	A	PHONE SVC/ACCT#713 A80-6235 692 8	37.74
	AT&T	208086	A	PHONE SVC/ACCT#713 A80-6235 692 8	65.92
	DBT TRANPORTATION SERVICES, LLC	208187	A	AWOS & NADIN ANNUAL MAINT/INV#25423	6,280.00
	RISE BROADBAND	208305	A	INTERNET @ AIRPORT	70.37
	TRI-COUNTY PETROLEUM, INC.	208334	A	JET A FUEL/INV#89170	4,834.70
	DEPARTMENT TOTAL				11,288.73
	FUND TOTAL				11,288.73

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	AT&T	208065	A	PHONE SVC/ACCT#713 A80-6235 692 8	32.96
	AT&T LONG DISTANCE	208062	A	AUG LONG DISTANCE SVC/INV#858540623	10.78
	CINTAS CORPORATION	208174	A	UNIFORMS/INV#4029480162,4030065769	145.19
	CINTAS CORPORATION	208283	A	UNIFORMS/INV#4023031823	20.04
	COLORADO CO TAX ASSESSOR/COLLECTOR	208036	R	VEHICLE REG/2008 INTL TR/LP#9128173	7.50
	COLORADO COUNTY OIL CO., INC.	208176	A	562 GALS GAS,1839 GALS DIESEL/392586	5,331.31
	LARRY'S SUPER SERVICE	208195	A	TIRE/INV#111116	89.90
	ROCK ISLAND WATER SUPPLY CORP.	208207	A	AUG WATER USAGE/ACCT#14	24.00
	TEXAS DISPOSAL SYSTEMS, INC.	208218	A	TRASH DISPOSAL/INV#5056392	141.90
	DEPARTMENT TOTAL				5,803.58
	FUND TOTAL				5,803.58



**MINUTES OF THE COLORADO COUNTY  
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09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2  
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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS				
AUSTIN WHITE LIME COMPANY	208276	A	25.42 TONS QUICKLIME/INV#13072	3,867.66
AUSTIN WHITE LIME COMPANY	208277	A	24.71 TONS QUICKLIME/INV#13110	3,759.62
AUSTIN WHITE LIME COMPANY	208278	A	25.88 TONS QUICKLIME/INV#13137	3,937.64
AUSTIN WHITE LIME COMPANY	208279	A	77.66 TONS QUICKLIME/INV#13688	11,794.22
CINTAS CORPORATION	208253	A	UNIFORMS/INV#4029937172,4030437567	301.17
COLORADO CO TAX ASSESSOR/COLLECTOR	208280	A	INTL TRUCK REG RENEWAL/LP#1229228	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	208281	A	TRAILER REG RENEWAL/LP#9012461	7.50
COLORADO COUNTY OIL CO., INC.	208396	A	400 GALS GAS,1200 GALS DIESEL/395593	3,366.76
DON'S REPAIR SHOP	208272	A	(2) INSPECTIONS/INV#6550	14.00
FALTISEK PAVING PARTNERSHIP, LTD.	208188	A	ROAD PAVING ON CR210/INV#2439	31,871.54
HOFFER TRUCK COMPANY, INC.	208190	A	MIRROR/INV#279161	19.15
MUSTANG CAT	208098	A	PARTS/INV#PART5064092	17.35
PRIHODA GRAVEL CO.	208273	A	216 YDS PIT RUN RD GRAVEL/INV#11921	2,637.36
PRIHODA GRAVEL CO.	208274	A	1488 YDS PITRUN RD GRAVEL/INV#11920	16,620.96
PRIHODA GRAVEL CO.	208275	A	864 YDS PIT RUN RD GRAVEL/INV#11924	8,078.40
PRIHODA GRAVEL CO.	208359	A	384 YDS PIT RUN RD GRAVEL/INV#11927	4,389.12
R.B. EVERETT & CO., INC.	208206	A	RECEPTACLES FOR RECLAIMER/INV#28653	7,500.77
R.B. EVERETT & CO., INC.	208304	A	RECLAIMER RENTAL/INV#R124915	6,540.00
WICK'S WESTERN AUTO	208308	A	HEADLIGHT/CUST#5900	6.29
DEPARTMENT TOTAL				104,737.01
FUND TOTAL				104,737.01

**MINUTES OF THE COLORADO COUNTY  
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09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

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PREPARER:0004

DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMNTS				
A L & M BUILDING SUPPLY	208342	A	GLOVES/CUST#5132	9.99
AT&T	208080	A	PHONE SVC/ACCT#713 A80-6235 692 8	74.50
AT&T LONG DISTANCE	208061	A	AUG LONG DISTANCE SVC/INV#858540623	7.55
B & D GRAPHICS	208343	A	PCT3 COMMISSIONER TRUCK DOOR DECALS	38.00
BERNARDO TRUCKING COMPANY	208364	A	106.52 RD MATERIAL/INV#12415	6,475.39
CINTAS CORPORATION	208357	A	UNIFORMS/INV#4029470192,4029937179	283.14
CINTAS CORPORATION	208358	A	UNIFORMS/INV#4030437736	141.57
COLORADO CO TAX ASSESSOR/COLLECTOR	208128	R	2020 INTL TRUCK REG/LP#1415603	7.50
COLORADO COUNTY OIL CO., INC.	208363	A	700 GALS GAS,1800 GALS DIESEL/394540	5,307.61
COLUMBUS AUTO SUPPLY	208353	A	BATTERY/INV#130045	123.95
COLUMBUS AUTO SUPPLY	208354	A	SHOP SUPPLIES/INV#130135	63.99
COLUMBUS AUTO SUPPLY	208355	A	TIRE GUAGE/CUST#41600	28.95
COLUMBUS AUTO SUPPLY	208356	A	PARTS/INV#130045,130135,41600	36.85
COLUMBUS AUTO SUPPLY	208345	A	TOOLS/CUST#201427	161.91
COLUMBUS BEARING & INDUST	208346	A	OIL & DEF/CUST#201427	118.05
COLUMBUS BEARING & INDUST	208347	A	LOCK & PARTS/CUST#201427	161.01
COLUMBUS BEARING & INDUST	208347	A	LOCK & PARTS/CUST#201427	161.01
FALTISEK PAVING PARTNERSHIP, LTD.	208361	A	SEAL COAT MC ELROY & FISCHER RD	59,294.76
HERRMANN INTERNATIONAL	208341	A	INSTALL FIRE EXT & TRIANGLE KIT	160.17
JOHN DEERE FINANCIAL	208344	A	BLADES & HOSES/ACCT#75317-75398	631.62
KNAPHEIDE TRUCK EQUIPMENT CENTER	208365	A	DUMP TRUCK PARTS/INV#AUS6241	218.50
PRIHODA GRAVEL CO.	208360	A	60 YDS PIT RUN RD GRAVEL/INV#11897	210.00
QUALITY ELECTRONICS	208348	A	PHONE/INV#191510	59.95
SCHNEIDER TIRE & LUBE LLC	208362	A	INSPECTION/INV#27946	7.00
TEXAS DISPOSAL SYSTEMS, INC.	208339	A	TRAHS DISPOSAL/INV#5056996	131.00
WASHINGTON COUNTY TRACTOR, INC.	208340	A	SHREDDER BLADES/INV#14-1004530	327.26
DEPARTMENT TOTAL				74,080.22
FUND TOTAL				74,080.22

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4  
TIME:08:40 AM CLAIMS FOR PAYMENT AS OF 9/23/19

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PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4	TOTAL DISBURSEMENTS				
	ALLEYTON RESOURCE COMPANY LLC	208379	A	15.31 TONS GRAVEL/INV#279521	244.96
	ALLEYTON RESOURCE COMPANY LLC	208380	A	95.01 TONS GRAVEL/INV#279456	1,520.16
	ALLEYTON RESOURCE COMPANY LLC	208386	A	46.13 TONS GRAVEL/INV#278248	738.08
	ALLEYTON RESOURCE COMPANY LLC	208387	A	229.32 TONS GRAVEL/INV#278178	3,669.12
	ALLEYTON RESOURCE COMPANY LLC	208388	A	63.81 TONS GRAVEL/INV#278108	1,020.96
	APPLIED INDUSTRIAL TECHNOLOGIES	208366	A	PARTS/INV#7017129863	139.57
	AT&T	208066	A	PHONE SVC/ACCT#713 A80-6235 692 8	45.49
	AT&T LONG DISTANCE	208053	A	AUG LONG DISTANCE SVC/INV#858540623	0.94
	CINTAS CORPORATION #082	208391	A	UNIFORMS/INV#4027101190	103.59
	CINTAS CORPORATION #082	208392	A	UNIFORMS/INV#4027580513	113.59
	CINTAS CORPORATION #082	208393	A	UNIFORMS/INV#4028048052	96.61
	CINTAS CORPORATION #082	208394	A	UNIFORMS/INV#4028541679	103.59
	CINTAS CORPORATION #082	208395	A	UNIFORMS/INV#4029048530	103.59
	COLORADO COUNTY OIL CO., INC.	208383	A	DRUM OF OIL/INV#392251	1,376.98
	COLORADO COUNTY OIL CO., INC.	208384	A	435 GALS GAS, 800 GALS DIESEL/392383	6,391.71
	COLORADO COUNTY OIL CO., INC.	208385	A	DRUM OF DEF/INV#392443	129.36
	COLUMBUS BEARING & INDUST	208177	A	SEAL/CUST#201428	41.00
	DARRELL GERTSON	208390	A	MILEAGE (9-5 TO 9-19)	430.94
	LAKE LUMBER CO. INC.	208194	A	SHOP SUPPLIES/ACCT#2040	139.49
	PRIME ECO GROUP	208205	A	1700 GALS EC-20 PRIME/INV#9800-7660	2,805.00
	R.B. EVERETT & CO., INC.	208367	A	ETNYRE DIST TRUCK REPAIRS/INV#28650	3,044.74
	TEXAS CONTRACTORS EQUIPMENT, INC.	208378	A	CARBIDE TIP/INV#79219	648.00
	TEXAS CONTRACTORS EQUIPMENT, INC.	208381	A	(20) SCARFIER TOOTH/INV#79278	281.40
	WCA WASTE SYSTEMS INC	208389	A	AUG TRASH SVC/ACCT#104003681	35.25
	WHARTON TRACTOR COMPANY	208382	A	PARTS/INV#16364W	185.99
	DEPARTMENT TOTAL				23,410.11
	FUND TOTAL				23,410.11

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT      CYCLE: ALL      PAGE 14  
TIME:08:40 AM      CLAIMS FOR PAYMENT AS OF 9/23/19      PREPARER:0004

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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0560-COUNTY SHERIFF				
OSS ACADEMY	208131	A	CIVILIAN INTERACTION TRNG/INV#56151	30.00
OSS ACADEMY	208132	A	IDENTITY THEFT CRIMES/INV#56148	22.50
DEPARTMENT TOTAL				52.50
FUND TOTAL				52.50

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0080 HOT CHECK FUND      CYCLE: ALL      PAGE 15  
TIME:08:40 AM      CLAIMS FOR PAYMENT AS OF 9/23/19      PREPARER:0004

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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0475-COUNTY ATTY-HOT CHK FUND				
STANDARD COFFEE SERVICE CO.	208211	A	COFFEE/INV#11706945 083019	85.13
DEPARTMENT TOTAL				85.13
FUND TOTAL				85.13

09/23/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE      CYCLE: ALL      PAGE 16  
TIME:08:40 AM      CLAIMS FOR PAYMENT AS OF 9/23/19      PREPARER:0004

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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL				363,416.18

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

COLORADO COUNTY  
318 Spring St., Room 104  
Columbus, Texas 78934  
(979) 782-2191

VENDOR (Name and Address) <b>Chase Credit Card</b>				PURCHASE ORDER No. _____ Date <u>09</u> <u>09</u> <u>19</u> Month Day Year			
Render Invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor <i>[Signature]</i>	Fund 10	Dept. 425	Expense 497	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
Quantity	DESCRIPTION				Unit Price	Amount	
1	Criminal Laws of Texas Book					\$74.00	
62	Offense Report Manual				\$25.00	\$1,550.00	
1	Shipping					\$60.00	
<i>&lt; For Future Fund &gt;</i>							
						\$1684.00	

*County Attorney*  
*Jay Johannes*  
Department  
Signature

Pay on Invoice Attached  
 Invoice to Be Mailed

**COMBINATION FORM  
REQUISITION AND PURCHASE ORDER**

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

TDCAA Now Trust Fund  
Austin, TX 78701  
505 W. 12th Street

**Invoice**

DATE	INVOICE #
9/9/2019	50136

**BILL TO**

Colorado District and Co. Atty's Office  
400 Spring St. Ste 204  
Columbus, TX 78934

**SHIP TO**

Colorado District and Co. Atty's Office  
Jay Johannes  
400 Spring St. Ste 204  
Columbus, TX 78934

**PAID**  
**09/09/2019**  
*with Chase  
visa ending  
in 5461*

P.O. NUMBER	TERMS	VIA	DUE DATE
	Paid Credit Card	UPS	9/9/2019

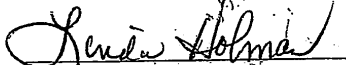
QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Annotated Criminal Laws of Texas (2019 -2021)	74.00	74.00
62	Offense Report Manual (2019)	25.00	1,550.00
	Shipping/Handling	60.00	60.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

I Linda Holman, District Clerk of Colorado County, Texas do hereby certify that the following appeared for GRAND JURY on September 12, 2019, and are entitled to \$40.00 compensation for service.

- |                       |                        |                        |
|-----------------------|------------------------|------------------------|
| 1. Mikayla Pfughaupt  | 1671 Stokes Road       | Fayetteville, TX 78940 |
| 2. Lindsey Scofield   | 1016 Constable Lane    | Cat Spring, TX 78933.  |
| 3. Stephen Rasnick    | P.O. Box 451           | Sheridan, TX 77475     |
| 4. Arlene Mikush      | 403 North Exchange     | Weimar, TX 78962       |
| 5. Robert Schuck      | 1073 Wagon Wheel Drive | Weimar, TX 78962       |
| 6. Joan Reyes         | 1200 East State        | Eagle Lake, TX 77434   |
| 7. Gary Miller        | 1759 Frelsburg Rd.     | Alleyton, TX 78935     |
| 8. Zion Simmons       | 925 Rampart            | Columbus, TX 78934     |
| 9. Tamalyn Neuendorff | 2198 FM 9949           | Alleyton, TX 78935     |
| 10. Vicki Tesch       | P.O. Box 105           | Sheridan, TX 77475     |
| 11. Lawrence Berger   | 1047 Lions Park Drive  | Garwood, TX 77442      |

Signed this the 12<sup>TH</sup> day of September, in the office of the District Clerk, Colorado County, Texas.

  
Linda Holman  
By Deputy \_\_\_\_\_

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

1



**BILLY HEFNER**  
Justice of the Peace  
Precinct No. 1  
Colorado County, Texas

P. O. Box 783  
2215 Walnut (County Jail)  
Columbus, Texas 78934  
979-732-2734

September 11, 2019

Raymie Kana, County Auditor  
Colorado County Courthouse  
318 Spring Street, Suite 104  
Columbus, TX 78934

RE: CR-19-0004 -- State of Texas vs. Marco Padilla

Dear Mrs. Kana:

Listed are the persons who were present, but did not serve as a jurors on Tuesday September 10, 2019.  
The following persons are entitled to \$12.00 each:

1. Daegen Mason Mendoza
2. Leisa Austin Pavlicek
3. Judith Alice Wendt
4. Beverly Ann Coleman
5. Kathryn Nicole Schlaudraff
6. Hannah Elizabeth Pavlicek
7. Patricia Smidovec Burger
8. Vicki Reina Howlett
9. Samuel Warren Kana
10. Adrian Rafael Rangel
11. Raudel V. Ortiz
11. Darlene Toliver
12. Abigail Torres Janak

611 E. State Street, Eagle Lake, TX 77434  
2622 CR 201, Weimar, TX 78962  
1090 Sand Road, Cat Spring, TX 78933  
Donate to Boys & Girls Club of Champion Valley  
1243 Struss Ln., Columbus, TX 78934  
Donate to Colorado Co. CPS Board  
Donate to Colorado Co. Senior Citizen Program  
Donate to Boys & Girls Club of Champion Valley  
Donate to CASA of Colorado County  
Donate to Colorado Co. Senior Citizen Program  
Donate to Colorado Co. Senior Citizen Program  
100 Thelma St. Box A, Glidden, TX 78943  
303 E South Street, Weimar, TX 78962

Thank you,

A handwritten signature in cursive script that reads "Billy Hefner".

Billy Hefner  
Justice of the Peace  
Precinct No. 1

BH:tt

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

1



**BILLY HEFNER**  
Justice of the Peace  
Precinct No. 1  
Colorado County, Texas

P. O. Box 783  
2215 Walnut (County Jail)  
Columbus, Texas 78934  
979-732-2734

September 11, 2019

Raymie Kana, County Auditor  
Colorado County Courthouse  
318 Spring Street, Suite 104  
Columbus, TX 78934

RE: CR-19-0004 – State of Texas vs. Marco Padilla

Dear Mrs. Kana:

Listed are the persons who were present and served as a jurors on Tuesday September 10, 2019. The following persons are entitled to \$20.00 each:

- |                         |  |
|-------------------------|--|
| 1. Danny Ray Harris     | 1034 Club Dr., Columbus, TX 78934        |
| 2. Jon R. Wellborn      | 1033 Oakridge Road, Weimar, TX 78962     |
| 3. Phoebe Prause        | 1033 Schulenburg Ln., Columbus, TX 78934 |
| 4. Jacob Lee Foster     | 1006 CR 2105, Columbus, TX 78934         |
| 5. Tanner Kyle Bowden   | 104 Center St., Columbus, TX 78934       |
| 6. Steven Neal Beettner | 1083 Water Oak, Columbus, TX 78934       |

Thank you,

A handwritten signature in black ink that reads "Billy Hefner".

Billy Hefner  
Justice of the Peace  
Precinct No. 1

BH:tt





MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

***SEPTEMBER***  
***2019***

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**



Form 105

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

County Name Colorado Co. Indigent Report for (Month/Year) 09/2019  
or  
Amendment of the Report for (Month/Year)

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

Physician Services	1.	\$139.01	
Prescription Drugs	2.	\$525.27	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$1,166.69	
Laboratory/X-Ray Services	5.	\$65.75	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$171.32	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures (Add #1 through #11.)</b>			<b>12. \$2,068.04</b>
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00 )	
6% Eligibility System Review Findings (\$ in error)	14. (	)	
<b>Total to be Deducted (Add #13 + #14.)</b>			<b>15. ( \$0.00 )</b>
<b>Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)</b>			<b>16. \$2,068.04</b>

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

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$		<u>2,068.04</u>
GRTL \$	<u>6,737,510.74</u>	
	4% of GRTL \$	<u>269,500.43</u>
	6% of GRTL \$	<u>404,250.64</u>
	8% of GRTL \$	<u>539,000.86</u>

Signature of Person Submitting Form 105

09/19/2019  
Date

September 2013

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

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

*October, 2019*

**ACTIVE CASES:**

Edwardo Torres  
Donna Blair  
Manuel Hernandez  
Linda Saucedo  
Brenda Ellison  
Raymond Hernandez  
Stephen Roensch

Joe L. Toliver Jr.  
Pamela Lieu  
Albert Rios  
Brandon Barton  
Leigh Ann Bingham  
Roberto Robert Alonso  
Kendric Thompson

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS:**

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

*(Approved SSI w/Medicaid)*

*(Income)*

*(Moved)*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**MONTHLY TRANSPORT REPORT  
AUGUST 2019**

**MONTHLY COLLECTIONS:**

\$ 139,610.92

**YEAR TO DATE COLLECTIONS:**

\$ 1,063,265.66

**CALLS FOR AUGUST 2019:**

162 911 EMERGENCY  
51 EMERGENCY TRANSFERS  
17 NON-EMERGENCY TRANSFERS  
55 NO TRANSPORTS  
285 TOTAL

**COLUMBUS**

99 EMERGENCY  
31 EMERGENCY TRANSFERS  
10 NON-EMERGENCY TRANSFER  
37 NO TRANSPORT

177 TOTAL

**WEIMAR**

37 EMERGENCY  
8 EMERGENCY TRANSFER  
2 NON-EMERGENCY TRANSFERS  
10 NO TRANSPORT

57 TOTAL

**EAGLE LAKE**

26 EMERGENCY  
12 EMERGENCY TRANSFER  
5 NON-EMERGENCY TRANSFER  
8 NO TRANSPORT

51 TOTAL

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**TRANSFER HISTORY FOR AUGUST 2019**

**TRANSFER SENDING FACILITIES:**

68 COLUMBUS COMMUNITY HOSPITAL  
21 RICE MEDICAL CENTER  
1 ST MARK'S, LA GRANGE

68 TOTAL TRANSFERS

**68 TOTAL TRANSFERS IN AUGUST 2019:**

- 56 COLORADO COUNTY RESIDENTS
  - 2 AUSTIN COUNTY RESIDENTS
  - 5 FAYETTE COUNTY RESIDENTS
  - 1 HARRIS COUNTY RESIDENT
  - 1 LAVACA COUNTY RESIDENT
  - 1 TRAVIS COUNTY RESIDENT
  - 2 WHARTON COUNTY RESIDENTS
- 
- 42 PATIENTS – MEDICARE
  - 15 PATIENTS – COMMERCIAL INSURANCE
  - 4 PATIENTS – MEDICAID
  - 7 PRIVATE PAY

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**Credit As Type Summary Report (Deposit Date)**

Period IS 201908 OR -201908; AND Company IS Colorado County EMS; AND Credit Type IS Payment OR Refund

**Colorado County EMS**

<u>Credit Type/Credit Code</u>	<u>Transactions</u>	<u>Dollars</u>
<b>Refunds</b>		
Refund - Facility	2	-649.99
Refund - Patient	1	-123.60
<b>Totals For Type</b>	<b>3</b>	<b>-\$ 773.59</b>
<b>Payments</b>		
Interest Payment (+)	1	4.15
Payment - Attorney	2	5,054.13
Payment - Collection Agency	17	-88.51
Payment - Credit Card	17	1,693.27
Payment - Direct to Squad	12	1,690.31
Payment - Facility	4	1,195.62
Payment - Insurance	517	73,338.40
Payment - Liability/Attorney	1	1,473.79
Payment - Medicaid	74	4,983.88
Payment - Medicare	239	47,776.46
Payment - Patient	50	9,703.50
Payment - Patient - ACH	1	50.00
Recoupment (-)	19	-4,395.61
<b>Totals For Type</b>	<b>954</b>	<b>\$ 142,479.39</b>

**Company Totals** **957** **\$ 141,705.80**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**Colorado County EMS**

**Account Analysis by Month (Date of Service Based)**

Month	# of Invs	Gross Charges	Contractual Allowances	Net Charges	Rev Adj	Payments	Writeoffs	Refunds	Balance Due	Gross Chrg / Invs	Net Chrg / Invs	Cash Coll / Invs	Net Coll %
2018-09	175	283,943.74	103,179.10	180,764.64	-208.39	92,534.78	81,805.91	114.34	6,746.68	1,622.54	1,032.94	528.12	51.1%
2018-10	194	316,858.80	95,832.64	221,026.16	133.24	106,933.75	89,664.49	2,822.23	27,116.91	1,633.29	1,139.31	536.66	47.1%
2018-11	179	281,676.77	109,069.33	172,607.44	50.70	105,714.07	89,580.87	138.49	8,400.29	1,573.61	964.29	589.81	61.2%
2018-12	206	344,239.68	129,751.61	214,488.07	-2,032.34	138,189.24	69,813.54	293.85	8,811.48	1,671.07	1,041.20	669.40	64.3%
2019-01	182	308,541.49	115,376.33	193,165.16	0.00	120,416.82	57,049.29	337.08	16,036.13	1,695.28	1,061.35	699.78	62.2%
2019-02	165	278,729.92	111,167.70	167,562.22	-0.73	99,826.53	45,611.54	1,645.77	23,770.65	1,689.27	1,015.53	595.03	58.6%
2019-03	235	365,315.19	147,310.47	218,004.72	14.24	129,092.11	42,780.07	0.00	46,118.30	1,554.53	927.68	549.33	59.2%
2019-04	222	349,956.43	138,935.15	211,021.28	0.00	124,528.31	26,898.18	0.00	59,594.79	1,576.38	960.55	560.94	59.0%
2019-05	240	396,362.86	140,289.83	256,073.03	-21.26	134,170.89	12,107.66	0.00	111,815.74	1,659.85	1,075.30	559.05	52.0%
2019-06	219	385,864.74	121,596.99	264,267.75	0.00	120,135.91	2,262.50	123.60	141,992.94	1,761.94	1,206.70	548.00	45.4%
2019-07	230	401,354.90	98,260.35	303,094.55	0.00	94,867.30	0.00	0.00	208,227.25	1,745.02	1,317.80	412.47	31.3%
2019-08	210	370,712.92	16,971.48	353,741.44	0.00	16,245.71	0.00	0.00	338,495.73	1,765.30	1,684.48	72.60	4.3%
<b>Total</b>	<b>2,457</b>	<b>4,085,557.44</b>	<b>1,327,740.98</b>	<b>2,757,816.46</b>	<b>-2,064.54</b>	<b>1,281,655.42</b>	<b>486,574.05</b>	<b>5,475.36</b>	<b>997,126.89</b>	<b>1,662.82</b>	<b>1,122.43</b>	<b>519.41</b>	<b>46.3%</b>

Prepared by: EMS Management & Consultants, Inc.

Printed on: 9/5/2019 at 9:09:52AM



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**Colorado County EMS**

**Account Analysis by Month and Payor Type (Date of Service Based)**

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adjs	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll / Trip	%
<b>Medicare</b>														
2018-09	80	120,843.20	65,320.36	55,522.84	123.94	51,283.12	3,058.79	114.34	1,171.33	1,510.54	694.04	639.61	639.61	92.2%
2018-10	79	125,290.10	63,971.42	61,318.68	21.26	52,693.07	3,785.91	388.73	5,207.17	1,585.95	776.19	662.08	662.08	85.3%
2018-11	99	151,321.70	80,299.11	71,022.59	25.63	64,186.53	6,948.92	138.49	0.00	1,528.50	717.40	646.95	646.95	90.2%
2018-12	106	174,903.60	93,714.02	81,189.58	0.00	75,388.78	5,754.72	0.00	46.08	1,650.03	765.94	711.21	711.21	92.9%
2019-01	78	127,481.04	67,794.52	59,686.52	0.00	55,967.98	3,882.97	253.53	89.10	1,634.37	765.21	714.29	714.29	93.3%
2019-02	83	139,753.26	76,089.91	63,663.35	0.00	63,155.92	1,557.54	1,289.63	239.52	1,683.77	767.03	745.38	745.38	97.2%
2019-03	107	161,738.80	86,051.02	75,687.78	0.00	71,144.40	1,272.74	0.00	3,270.64	1,511.58	707.36	664.90	664.90	94.0%
2019-04	121	180,113.02	95,761.55	84,351.47	0.00	79,047.64	111.26	0.00	5,192.57	1,488.54	697.12	653.29	653.29	93.7%
2019-05	117	176,294.80	95,550.86	80,744.04	0.00	79,245.03	248.76	0.00	1,250.25	1,506.79	690.12	677.31	677.31	98.1%
2019-06	105	158,072.93	82,834.62	75,238.31	0.00	67,329.81	0.00	123.60	8,032.10	1,505.46	716.56	640.06	640.06	89.3%
2019-07	90	140,892.20	62,001.23	78,890.97	0.00	48,729.03	0.00	0.00	30,161.94	1,565.47	876.57	541.43	541.43	61.8%
2019-08	102	155,226.40	12,035.85	143,190.55	0.00	7,995.48	0.00	0.00	135,195.07	1,521.83	1,403.83	78.39	78.39	5.6%
<b>Ttl Medicare</b>	<b>1,167</b>	<b>1,811,931.15</b>	<b>881,424.47</b>	<b>930,506.68</b>	<b>170.83</b>	<b>716,166.79</b>	<b>26,621.81</b>	<b>2,308.32</b>	<b>189,855.77</b>	<b>1,552.84</b>	<b>797.35</b>	<b>611.70</b>	<b>611.70</b>	<b>76.7%</b>
<b>Medicaid</b>														
2018-09	1	1,320.50	997.69	322.81	0.00	322.81	0.00	0.00	0.00	1,320.50	322.81	322.81	322.81	100.0%
2018-11	1	1,901.00	1,411.14	489.86	0.00	489.86	0.00	0.00	0.00	1,901.00	489.86	489.86	489.86	100.0%
2018-12	1	1,421.00	0.00	1,421.00	0.00	0.00	1,421.00	0.00	0.00	1,421.00	1,421.00	0.00	0.00	0.0%
2019-01	4	6,039.00	2,461.72	3,577.28	0.00	777.78	0.00	0.00	2,799.50	1,509.75	884.32	194.45	194.45	21.7%
2019-02	4	7,183.50	4,417.36	2,766.14	0.00	1,517.14	0.00	0.00	1,249.00	1,795.88	691.54	379.29	379.29	54.8%
2019-03	5	7,379.00	5,520.80	1,858.20	0.00	1,858.20	0.00	0.00	0.00	1,475.80	371.64	371.64	371.64	100.0%
2019-04	3	5,872.00	4,371.09	1,500.91	0.00	1,500.91	0.00	0.00	0.00	1,957.33	500.30	500.30	500.30	100.0%
2019-05	7	12,387.50	3,306.32	9,081.18	0.00	1,838.21	0.00	0.00	7,242.97	1,769.64	1,297.31	262.60	262.60	20.2%
2019-06	5	12,622.25	5,675.46	6,946.79	0.00	2,036.29	0.00	0.00	4,908.50	2,524.45	1,389.36	407.66	407.66	29.3%
2019-07	4	7,283.00	2,416.30	4,866.70	0.00	801.20	0.00	0.00	4,065.50	1,820.75	1,216.68	200.30	200.30	16.5%
2019-08	3	3,839.00	1,065.45	2,773.55	0.00	323.05	0.00	0.00	2,450.50	1,279.67	924.52	107.68	107.68	11.8%
<b>Ttl Medicaid</b>	<b>38</b>	<b>67,247.75</b>	<b>31,643.33</b>	<b>35,604.42</b>	<b>0.00</b>	<b>11,467.45</b>	<b>1,421.00</b>	<b>0.00</b>	<b>22,715.97</b>	<b>1,769.68</b>	<b>936.96</b>	<b>301.78</b>	<b>301.78</b>	<b>32.2%</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**Colorado County EMS**

**Account Analysis by Month and Payor Type (Date of Service Based)**

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adjs	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll %
<b>Insurance</b>													
2018-09	62	96,610.75	36,861.05	59,749.70	-332.33	38,605.21	18,603.62	0.00	2,873.20	1,568.24	963.70	622.66	64.6%
2018-10	71	106,053.51	31,861.22	74,192.29	91.98	52,126.63	11,519.86	2,433.50	12,887.32	1,493.54	1,044.96	699.90	67.0%
2018-11	59	96,431.67	27,359.08	69,072.59	25.07	41,037.68	19,609.55	0.00	8,400.29	1,634.44	1,170.72	695.55	59.4%
2018-12	70	113,721.83	36,037.59	77,684.24	-2,445.80	81,136.64	13,605.10	293.85	5,682.15	1,624.60	1,109.77	869.18	78.3%
2019-01	72	124,759.39	45,120.09	79,639.30	0.00	60,640.96	10,166.21	83.55	8,915.68	1,732.77	1,106.10	841.08	76.0%
2019-02	49	78,377.05	28,224.23	50,152.82	-0.73	28,465.42	5,348.48	356.14	16,995.79	1,599.53	1,023.53	573.66	56.0%
2019-03	98	149,107.63	55,738.65	93,368.98	14.24	53,730.37	7,473.28	0.00	32,151.09	1,521.51	952.74	548.27	57.5%
2019-04	67	100,660.23	37,366.19	63,294.04	0.00	40,892.14	2,784.40	0.00	19,617.50	1,502.39	944.69	610.33	64.6%
2019-05	78	129,970.32	41,432.65	88,537.67	-21.26	49,836.93	0.00	0.00	38,722.00	1,666.29	1,135.10	638.94	56.3%
2019-06	65	119,491.87	32,220.95	87,270.92	0.00	50,411.77	0.00	0.00	36,859.15	1,838.34	1,342.63	775.57	57.8%
2019-07	84	147,094.68	33,842.82	113,251.86	0.00	45,337.07	0.00	0.00	67,914.79	1,751.13	1,348.24	539.73	40.0%
2019-08	69	133,720.95	3,870.18	129,850.77	0.00	6,927.18	0.00	0.00	122,923.59	1,937.98	1,881.90	100.39	5.3%
<b>Ttl Insurance</b>	<b>844</b>	<b>1,395,999.88</b>	<b>409,934.70</b>	<b>986,065.18</b>	<b>-2,668.83</b>	<b>529,148.00</b>	<b>89,110.50</b>	<b>3,167.04</b>	<b>373,842.55</b>	<b>1,654.03</b>	<b>1,168.32</b>	<b>623.20</b>	<b>53.3%</b>
<b>Bill Patient</b>													
2018-09	32	65,169.29	0.00	65,169.29	0.00	2,323.64	60,143.50	0.00	2,702.15	2,036.54	2,036.54	72.61	3.6%
2018-10	44	85,515.19	0.00	85,515.19	20.00	2,114.05	74,368.72	0.00	9,022.42	1,943.53	1,943.53	48.05	2.5%
2018-11	20	32,022.40	0.00	32,022.40	0.00	0.00	32,022.40	0.00	0.00	1,601.12	1,601.12	0.00	0.0%
2018-12	29	54,193.25	0.00	54,193.25	413.46	1,663.82	49,032.72	0.00	3,083.25	1,868.73	1,868.73	57.37	3.1%
2019-01	28	50,262.06	0.00	50,262.06	0.00	3,030.10	43,000.11	0.00	4,231.85	1,795.07	1,795.07	108.22	6.0%
2019-02	29	53,416.11	2,436.20	50,979.91	0.00	6,686.05	38,705.52	0.00	5,586.34	1,841.93	1,757.93	230.62	13.7%
2019-03	25	47,089.76	0.00	47,089.76	0.00	2,359.14	34,034.05	0.00	10,696.57	1,883.59	1,883.59	94.37	5.0%
2019-04	31	63,311.18	1,436.32	61,874.86	0.00	3,087.62	24,002.52	0.00	34,784.72	2,042.30	1,985.96	99.60	5.0%
2019-05	38	79,710.14	0.00	79,710.14	0.00	3,250.72	11,858.90	0.00	64,600.52	2,097.64	2,097.64	85.55	4.1%
2019-06	44	95,677.69	865.96	94,811.73	0.00	356.04	2,262.50	0.00	92,193.19	2,174.49	2,154.81	8.09	0.4%
2019-07	52	106,085.02	0.00	106,085.02	0.00	0.00	0.00	0.00	106,085.02	2,040.10	2,040.10	0.00	0.0%
2019-08	36	77,926.57	0.00	77,926.57	0.00	0.00	0.00	0.00	77,926.57	2,164.63	2,164.63	0.00	0.0%
<b>Ttl Bill Patient</b>	<b>408</b>	<b>810,378.66</b>	<b>4,738.48</b>	<b>805,640.18</b>	<b>433.46</b>	<b>24,873.18</b>	<b>369,420.84</b>	<b>0.00</b>	<b>410,912.60</b>	<b>1,985.22</b>	<b>1,974.61</b>	<b>60.95</b>	<b>3.1%</b>

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

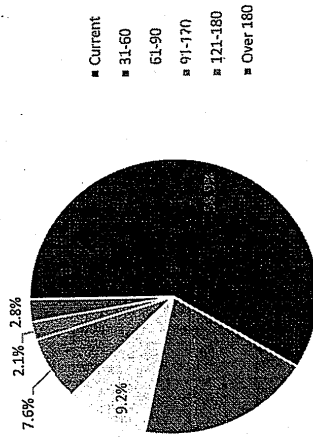
Colorado County EMS

Account Receivables Aging by Current Payor Report (Aging DateBased)

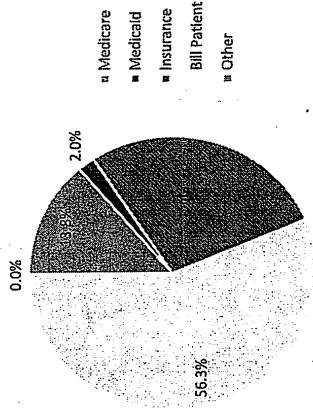
For Accounting Period Ended: August 31, 2019

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	130,578.83	7,831.00	-	-	2,202.60	4,644.40	145,256.83
Medicaid	17,050.83	2,396.22	(1.12)	-	1,249.00	-	20,694.93
Insurance	183,272.44	64,439.47	7,816.02	4,951.69	17,380.31	15,232.72	293,092.65
Bill Patient	287,535.26	128,771.95	88,653.03	75,287.47	1,499.00	9,061.78	590,808.49
Other							
<b>Total</b>	<b>618,437.36</b>	<b>203,438.64</b>	<b>96,467.93</b>	<b>80,239.16</b>	<b>22,330.91</b>	<b>28,938.90</b>	<b>1,049,852.90</b>

AR Aging Percent



AR by Current Payor Category



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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

Colorado County EMS

Accounts Receivables Reconciliation Report

For accounting period ended: August 31, 2019

Month	Beginning A/R	Revenue Billed	Contractual Allowances	Net Charges	Rev Adj's	Payments	Write-offs	Refunds	Ending A/R
2019-01	826,773.63	360,514.28	105,229.69	255,284.59	624.92	112,181.78	87,019.73	(863.94)	883,095.73
2019-02	883,095.73	212,094.03	114,572.10	97,521.93	65.24	116,867.11	72,175.88	(559.25)	792,068.68
2019-03	792,068.68	308,664.25	113,086.89	195,577.36	(740.45)	112,597.82	67,145.80	(139.83)	808,782.70
2019-04	808,782.70	313,252.09	130,280.11	182,971.98	412.70	131,079.62	88,206.16	-	772,056.20
2019-05	772,056.20	601,302.16	147,341.05	453,961.11	(851.05)	139,239.95	61,235.36	(1,260.76)	1,027,653.81
2019-06	1,027,653.81	352,165.77	168,901.53	183,264.24	584.41	169,948.30	68,941.17	(167.36)	971,611.53
2019-07	971,611.53	395,432.00	168,086.10	227,345.90	431.17	168,216.24	61,731.79	(1,980.15)	970,558.38
2019-08	970,558.38	390,220.83	116,987.46	273,233.37	(347.32)	142,479.39	52,580.37	(773.59)	1,049,852.90
FY19 Tot	826,773.63	2,933,645.41	1,064,484.93	1,869,160.48	179.62	1,097,610.21	559,036.26	(5,744.88)	1,049,852.90

The Accounts Receivable Reconciliation Report provides a reconciliation of the beginning and ending AR balance. The numbers on this report reflect the transactions that took place during the accounting period (ie. month) regardless of the date of service of an account (trip). This report can be thought of as the "checking account" report.

Prepared by: EMS Management & Consultants, Inc.

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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019**

**\_20. Announcements (without discussion and no action) by elected officials/department heads.**

**Commissioner Gertson stated we were fortunate/unfortunate that we didn't get the fifteen inches of rain that they had predicted, but we could of gotten more than the 2/10ths that Weimar got. Did not get enough to lift Burn Ban from tropical storm.**

**Commissioner Kubesch reported that this past Friday, President Trump nominated Victoria County Sheriff as a U.S. Marshal, who is T. Michael O'Connor, for the Southern District of Texas, and Kubesch read an article from Victoria Advocate.**

**Commissioner Wessels committed on the Hazardous Waste Permit that got denied last week, a lot of effort from Judge Prause and County Attorney went into it over the past few years and hope it is over for awhile.**

**Michael Furrh, EMS Director informed they sent one ambulance to East Texas for three days to help out with high water from tropical storm.**

**\_21. Commissioners Court Members sign all documents and papers acted upon or approved.**

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

**\_22. Adjourn.**

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

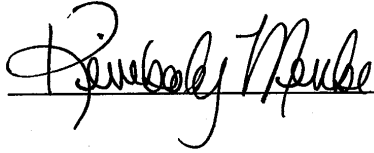
**An audio recording of this meeting of September 23, 2019 is available in the County Clerk's Office.**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
SEPTEMBER 23, 2019

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 23rd day of September, 2019 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 23rd day of September, 2019.

Given under my hand and official seal of office this date September 23, 2019.

  
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