

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: May 13, 2024 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas 78934

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 and may use a telephone conference call, video conference call, or communications over the Internet to conduct a public consultation with its attorney in an open meeting of the governmental body or a private consultation with its attorney in a closed meeting of the governmental body. Immediately before any closed meeting, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

On this the 13th day of May 2024, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

The Following Members were present to wit:

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

The Honorable Kimberly Menke, County Clerk was unable to attend.

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

**MINUTES OF THE COLORADO COUNTY
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May 13, 2024**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Pledge of Allegiance to the American Flag and the Texas Flag.

Judge Prause led the Pledge of Allegiance to the American Flag and the Texas Flag.

__2. Agenda as posted.

**Motion by Commissioner Wessels to approve the agenda as posted; seconded by
Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

(See Attachment)

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

May 13, 2024

FILED FOR RECORD
COLORADO COUNTY, TX

2024 MAY -9 PM 4:03
COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

KIMBERLY NENKE
COUNTY CLERK MK

DATE OF MEETING: May 13, 2024 – 9:00 A.M.
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- ☐ 1. Pledge of Allegiance to the American Flag and the Texas Flag.
- ☐ 2. Agenda as posted.
- ☐ 3. Public comments.
- ☐ 4. Minutes for Regular Meetings for April 2024.
- ☐ 5. Proclamation recognizing May 19 - 25, 2024 as Emergency Medical Services Week.
- ☐ 6. Presentation from Texas Association of Counties Risk Management Pool (TAC RMP) consultant Isaac Garcia to present the 2023 Safety Achievement Award and TAC RMP 50th Anniversary plaque for founding members. (Guthmann)
- ☐ 7. Introduce Zachary Joseph, Tyler Technologies Implementation Consultant, he will be on site for this week to prepare for the implementation of Time and Attendance, powered by Executime. (Lowrance)
- ☐ 8. Consider and take possible action on approving the roofing and waterproofing bids for the Colorado County Jail. (Brandt)
- ☐ 9. Agreement between Colorado County and Democracy Live, Inc., for the purpose of providing fully compliant Remote Accessible Balloting solution through OmniBallot. (LaCourse)
- ☐ 10. Reallocation of funds from an unfilled jailer position to the Sheriff's Office Secretary Salary Fund for an additional administrative assistant. (Wied/Lindemann)
- ☐ 11. Order Authorizing Memorial Day Fireworks Sales. (Prause)
- ☐ 12. Application submitted by S&S Irrigation, Inc. to install a water line in the county right-of-way of County Road 106. (Wessels)

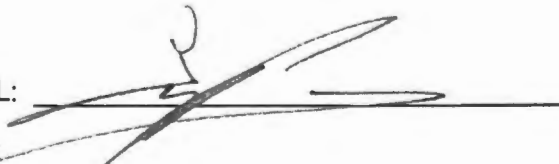
**MINUTES OF THE COLORADO COUNTY
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- _13. Application submitted by Colorado Valley Telephone to install buried fiber optic cable and pedestals in the county right-of-way of the following roads in Precinct No. 2: County Roads 221, 223, 230, 231, 234, 242, 2103, Harmony, Coy and Hasse. (Brandt)
- _14. Application submitted by Industry Telephone Company to bury a communication line in the county right-of-way of Weishuhn Road, Precinct No. 3. (Neuendorff)
- _15. Release of Performance Bond No. 105942147 posted by FiberLight, LLC for project on County Road 218, Precinct No. 2. (Brandt)
- _16. Authorize the County Judge to apply to the Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits. (Lowrance)
- _17. Resolution of Support continuing 20% homestead exemption pursuant to Section 11.13(n) of the Texas Tax Code. (Prause)
- _18. Texas Association of Counties County Information Resources Agency (TAC CIRA) updated Services Agreement for website hosting and annual website fees for the county website. (Prause/Schneider)
- _19. Consent items:
 - a. Notification from Texas Department of State Health Services of County's 2024 pro rata share of tobacco settlement proceeds of \$36,734.98.
 - b. Countersigned Contract from Constellation NewEnergy, Inc. for the Fairgrounds (5/29/2024-7/28/2025).
 - c. Justice of the Peace End of Year Review 2023.
 - d. Acknowledgment of users that have completed yearly cybersecurity training per HB 3834.
 - e. Certification of Continuing Education: Joyce Guthmann, County Treasurer- 52nd Annual County Treasurers' Continuing Education Seminar.
 - f. Certificate of Liability Insurance posted by:
 - 1. Liberty Pipeline Group, LLC (3/29/2024-3/29/2025).
 - 2. Ballard Exploration Company, Inc. (5/1/2024-5/1/2025).
- _20. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- _21. Announcements (without discussion and no action) by elected officials/departments heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- _22. Commissioners Court Members sign all documents and papers acted upon or approved.
- _23. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: May 9, 2024
TELEPHONE NUMBER: (979) 732-2604
FAX NUMBER: (979) 732-9389



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

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__3. Public comments.

None at this time.

__4. Minutes for Regular Meetings for April 2024.

Motion by Commissioner Neuendorff to approve minutes for Regular Meetings for April 2024; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

__5. Proclamation recognizing May 19 - 25, 2024 as Emergency Medical Services Week.

Judge Prause recognized all EMS staff present and read the proclamation to the court.

Motion by Judge Prause to approve a proclamation recognizing May 19 – 25, 2024 as Emergency Medical Services Week; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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EMS Week Proclamation

To designate the Week of May 19 - 25, 2024, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

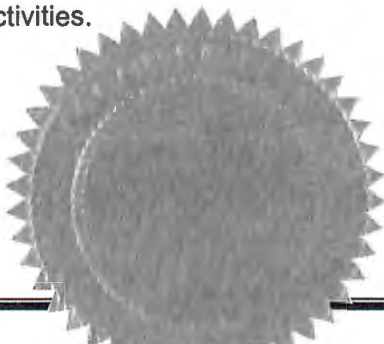
WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

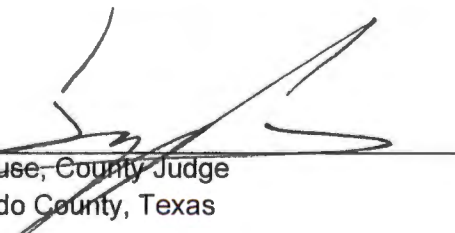
WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I Ty Prause, County Judge, Colorado County, Texas in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

The 50th Anniversary of EMS Week theme is **EMS WEEK: Honoring Our Past. Forging Our Future**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities.




Ty Prause, County Judge
Colorado County, Texas

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- ___6. Presentation from Texas Association of Counties Risk Management Pool (TAC RMP) consultant Isaac Garcia to present the 2023 Safety Achievement Award and TAC RMP 50th Anniversary plaque for founding members. (Guthmann)

Isaac Garcia, the Risk Control Consultant for Texas Association of Counties introduced Lisa McCraig (Risk Management Consultant), Darren Jackson (Law Enforcement Consultant), and Lisa Idais (Human Resources Consultant).

The court was presented with a plaque for receiving the 2023 Safety Achievement Award.

Isaac Garcia stated that out of 254 counties only 13% were able to meet the criteria to receive this award.

The court was also presented with a 50th anniversary award for continuous participation in the TAC Risk Management Pool.

- ___7. Introduce Zachary Joseph, Tyler Technologies Implementation Consultant, he will be on site for this week to prepare for the implementation of Time and Attendance, powered by Executime. (Lowrance)

Michelle Lowrance introduced Zachary Joseph and said that Time and Attendance is the last major phase of the implementation. Mr. Joseph said he had been working on the implementation since last June and was pleased to meet the court. He gave his background information and stated he was looking forward to working with everyone this week.

- ___8. Consider and take possible action on approving the roofing and waterproofing bids for the Colorado County Jail. (Brandt)

Garland Company along with DRG Architects presented roofing and waterproofing bids to the court. There were three options: a new roof, waterproofing of the front walls and windows, and a canopy over the jail yard. A bid request was put out for a twenty-year roofing solution. Commissioner Brandt asked how do we know the low bidder will have quality work. It was explained that all vendors have been vetted before being an approved bidder and low bids are supported, but it was expressed that the county can go with any bid they wished. Judge Prause questioned the 20-year solution versus the 30-year solution. Garland Company explained that originally it was agreed to go with the 20-year solution but the 30-year bid came in with competitive numbers. Judge Prause expressed

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his desire to go with the 30-year roof. Garland explained that lightning protection is included in the total bid. It was explained that the entire rec yard will be covered but will still be open air. The project could potentially be started within three weeks of approval and will not interrupt jail operations.

Motion by Commissioner Brandt to approve the roofing and waterproofing bids for the Colorado County Jail to include the upgrade from a 20-year service life to the 30-year service life Optimax Modified Bitumen System as well as the exterior waterproofing, the jail yard canopy, and the included lightning protection; seconded by Judge Prause with correcting the name of the 30-year service life roof to StressPly Modified Bitumen System; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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25-TX-240590

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	VENDOR (Name and Address) Garland / DBS Inc.				PURCHASE ORDER No. 1268		
					Date 5 14 2024 Month Day Year		
	Render Invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934						
	Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number
DISTRIBUTION Write-Auditor Init-Department	Quantity	DESCRIPTION				Unit Price	Amount
		Proposal # 25-TX 240590					
		Jail Roofing & Services					
		(See attached proposal dated 5/13/24					989131
<input type="checkbox"/> Pay on Invoice Attached				COMBINATION FORM REQUISITION AND PURCHASE ORDER			
<input type="checkbox"/> Invoice to Be Mailed							

CONDITIONS AND INSTRUCTIONS

- The acceptance of this order implies acceptance of the following conditions: The person or firm filling 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

Jail - Dept 565

Department

Signature

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Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Colorado County
Colorado County Jail
2215 Walnut St
Columbus, TX 78934

Date Submitted: 05/13/2024
Proposal #: 25-TX-240590
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Modified Bitumen Roof & Parapet Wall Sheathing Replacement

1. Coordinate with Colorado County personnel to set up job-site in strict accordance with Owner's guidelines and OSHA requirements.
2. Completely remove all rock surfacing down to multiply surfacing. Remove parapet walls down to structural substrate. Manufacturer must sign off on substrate before new coverboard to be installed.
3. Remove any lightweight concrete per moisture scan (roughly 10% of roof).
4. Provide sqft number for replacing LWIC that is found past the 10% found initially.
5. Replace the LWIC with poly iso mechanically fastened to be even with original roof height.
6. Install tapered crickets in all corners from scupper to drains.
7. Fully adhere ½" Dens deck (4'x4') coverboard (All Zones) per wind uplift calculations.
8. Adhere Flexbase Plus 80 in Low VOC adhesive WeatherKing @2.5 gallons per square.
9. Adhere StressPly FR Mineral cap sheet in in Low VOC adhesive WeatherKing @2.5 gallons per square. Note: Install WeatherKing 2" from the edge of sheet to avoid air gapping when heat welding.
10. Heat weld all end laps and seams on the cap sheet and spread granules into bleed out.
11. Install all flashing plys in Low VOC Greenlock flashing adhesive @4-6 gallons per square.
12. Install field base ply 2" above the cant strip.

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- 13. Install base ply 8" above the field and 6" onto the field passed the cant strip. If parapet wall is below 30" wrap parapet wall base and cap sheet to and fasten on backside of parapet wall.
- 14. Install cap ply 8" above the field and 9" onto the field passed the cant strip. If parapet wall is below 30" wrap parapet wall base and cap sheet to and fasten on backside of parapet wall.
- 15. Install 6" stripping ply (StressPly FR Mineral cap sheet) over each flashing seam from the termination bar to 9" onto the field.
- 16. Install and seal termination bar with GreenLock XL.
- 17. 30" tall parapet wall sections. Mechanically fasten 5/8" plywood and prime on all parapet walls before adhering KEE 60 Keystone from the termination counter flashing to the top of the parapet wall. See PARAPET WALL COUNTERFLASHING DETAIL.
- 18. Install counter flashing 8" above the field and counter flashing below coping stone. Refer to PARAPET WALL COUNTERFLASHING DETAIL.
- 19. Install counter flashing on all roof penetrations and curbs.
- 20. Install Non-Fleece backed KEE membrane above all parapets walls from the frontside edge of the premanufactured coping metal to the counter flashing 8" above the field. Install KEE with KEE-Lock WB Flashing Adhesive Cold-applied water-based, acrylic, bonding adhesive at 1.0 gal/square.
- 21. Install ice and water shield under all coping metal.
- 22. Install new metal coping cap per manufacture details and windup lift calculations.
- 23. Install new drain bowls per manufacturer details.
- 24. Provide manufacturer's weekly job-site inspections.
- 25. Provide Installer's Five-year labor and workmanship guarantee.
- 26. Manufacturer to provide manufacturers 30-year "No Dollar Limit", labor and materials warranty.

Modified Bitumen Roof & Parapet Wall Sheathing Replacement:

Garland/DBS Price (Modified Bitumen Roof & Parapet Wall Sheathing Replacement):

R.B.T. Roofing	\$ 888,723
DK Haney Roofing	\$ 1,240,937

Scope of Work: Exterior Waterproofing

- 1. Pressure wash entire exterior wall at a minimum 2000 PSI.
- 2. Clean all masonry with biodegradable non-toxic, solution safe for all masonry surfaces (Clean Shield).
- 3. Inspect the entire building and tuck point masonry where applicable. Provide LF Pricing for Tuck Pointing.
- 4. Remove sealant and backer rod from control joints, wall penetrations, concrete flatwork areas and any area where sealant has failed on the building.

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5. Install new backer rod in control joints and Single Component, High Performance Green-Lock Sealant XL and no measurable shrinkage at 14 days cured sealant in all aforementioned areas.
6. Remove sealant from Masonry to metal seal on windows and replace with Tuff-Stuff. Color determined by IAC Committee.
7. Remove sealant from Masonry to metal seal at windows and replace 20 Year Silicone (Non-Garland Product).
8. Apply one coat of Seal-A-Pore HP masonry damproofer at 100 sqft per gallon.
9. Remove all rust with a grinder on all metal window framing around elevator and guard towers. Provide LF price for replacing any metal frames completely rusted through.
10. Apply Rust Go Primer and topcoat. Primer is applied at 0.25 gallons per square. Topcoat is applied at 0.5 gallons per square per coat. 2 coat minimum.
11. Protect all surfaces while performing work and where needed provide temporary surface to operate equipment necessary to perform above mentioned work.

Exterior Waterproofing:

Garland/DBS Price (Exterior Waterproofing):

R.B.T. Roofing	\$ 140,725
DK Haney Roofing	No Price Provided

Scope of Work: Jail Yard Metal Canopy

1. Provide Itemized pricing for installing new structure and Canopy over the non-shaded jail yard. Use Zip Rib for metal roof. Color to be chosen by owner.

Jail Yard Metal Canopy:

Garland/DBS Price (Jail Yard Metal Canopy):

R.B.T. Roofing	\$ 85,925
DK Haney Roofing	No Price Provided

Scope of Work: Lightning Protection

Lightning Protection:

Garland/DBS Price (Lightning Protection):

R.B.T. Roofing	\$ 25,403
DK Haney Roofing	\$ 92,709

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<u>Combined Total - ALL PRICING OPTIONS (F.W. Walton, Inc.):</u>	
Modified Bitumen Roof & Parapet Wall Sheathing Replacement:	\$ 825,000
Exterior Waterproofing:	\$ 43,718
Jail Yard Metal Canopy:	\$ 85,000
Lightning Protection:	\$ 35,413
Total:	\$ 989,131

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
- 2. Permits are excluded. If permits are required, they will be addressed via Change Order.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Interior Temporary protection is excluded.
- 5. Any work not exclusively described in the above proposal scope of work is excluded.

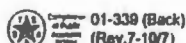
If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

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Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Colorado County, Texas	
Address (Street & number, P.O. Box or Route number) 318 Spring Street	Phone (Area code and number) 979-732-2791
City, State, ZIP code Columbus, TX 78934	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Garland/DBS Inc.

Street address: 3800 East 91st Street City, State, ZIP code: Cleveland, OH 44105

Description of items to be purchased or on the attached order or invoice:

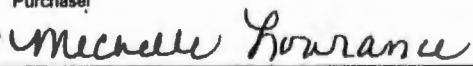
Proposal # 25-TX 240590 Colorado County Jail Roofing and Services

Purchaser claims this exemption for the following reason:

Governmental Entity - Tax ID 1-74-6000544-4

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 	Title Colorado County Auditor	Date 14 May 2024
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.
Customer # _____ Client # _____
should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.
Forms by www.CertCapture.com

[illegible]

Colorado County Texas Jail:
2215 Walnut St, Columbus, TX
78934

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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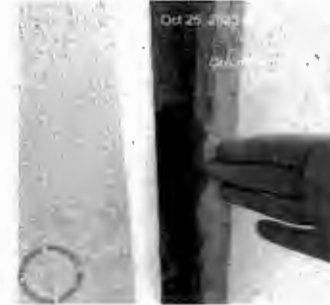
Roof Observations



Roof Overview:
Flood and Gravel Roof with
Lightweight Concrete Over Metal
Deck.



Pitch Pan: Pitch pan fractured allowing
water into the building directly.



Fractured Control Joint allowing water
directly into the building.



Flashings UV unstable allowing rapid
decay.



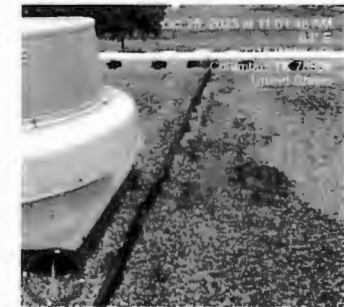
Jail Yard covering severely rusted.



Severe leak on the north side of the
Sherriff's Office.



Heavy patching observed around the air
vents.



Premanufactured control joint.
Fractured allowing water between zone
1 and 2 of the building.

Contractors	Roof Budget	Roof Bid + Lightening	Waterproofing Budget	Waterproofing Bid	Canopy Budget	Canopy Bid
FW Walton	\$891,000.00	\$ 770,238.00	\$ 279,280.00	\$ 43,718.00	\$ 84,000.00	\$ 85,925.00
RBT Roofing	\$ 891,000.00	\$ 837,779.00	\$ 279,280.00	\$ 140,725.00	\$ 84,000.00	\$ 104,799.00
Dk Haney Roofing	\$ 891,000.00	\$ 1,213,065.00	\$ 279,280.00	NA	\$ 84,000.00	NA



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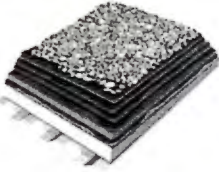

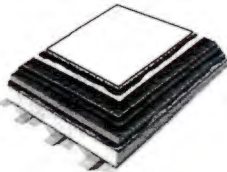


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NO.	DATE	REVISION	DESCRIP.																																								
10 Year Service Life Restoration	20 Year Service Life Modified Bitumen System	30 Year Service Life Optimax Modified Bitumen System																																									
\$594,000	\$891,000	\$1,056,000																																									
<p>Moisture Scan must be performed before restoration or recover options can be completed:</p> <ol style="list-style-type: none">1. Repair any wet insulation per moisture scan and provide a per sqft price for repair.2. Remove all rock down to modified cap ply.3. Apply Weather screen flood coat at 6-8 gallons a square. Reflood with gravel.4. Remove all flashings 18" onto the field in all vertical areas.5. Install base flashing 2" above cant strip. Install base flashing from 8" above the field to 6" onto the field from bottom of cant strip. Install cap sheet 9" onto the field from6. Install counter flashing 8" above the field.7. Mechanically attach half inch plywood/coverboard to parapet walls.8. Install new metal coping system.9. Install new drains in all current drain locations.10. Paint all gas lines hazard yellow. System includes with a 5 Year Contractor Warranty and a 10 year NDL Warranty from Garland Industries.	<p>Moisture Scan must be performed before restoration or recover options can be completed:</p> <ol style="list-style-type: none">1. Repair any wet insulation per moisture scan and provide a per sqft price for repair.2. Remove all rock down to modified cap ply.3. Prime cap ply with Garla prime at 0.5gallons per square.4. Install ½" coverboard in Insul Lock per wind uplift calculations.5. Raise all HVAC equipment, pipes and vents to 8" minimum standard height.6. Install base modified bitumen sheet 80 mil minimum.7. Install cap modified bitumen sheet 110 mil minimum.8. Install base flashing 2" above cant strip. Install base flashing from 8" above the field to 6" onto the field from bottom of cant strip. Install cap sheet 9" onto the field from9. Install counter flashing 8" above the field.10. Mechanically attach half inch plywood/coverboard to parapet walls.10. Install new metal coping system.11. Install new drains in all current drain locations.13. Paint all gas lines hazard yellow. System includes with a 5 Year Contractor Warranty and a 20 year NDL Warranty from Garland Industries.	<p>Moisture Scan must be performed before restoration or recover options can be completed:</p> <ol style="list-style-type: none">1. Repair any wet insulation per moisture scan and provide a per sqft price for repair.2. Remove all rock down to modified cap ply.3. Prime cap ply with Garla prime at 0.5gallons per square.4. Install ½" coverboard in Insul Lock per wind uplift calculations.5. Raise all HVAC equipment, pipes and vents to 8" minimum standard height.6. Install base modified bitumen sheet 80 mil minimum.7. Install Optimax Cap modified bitumen sheet 180 mil minimum.8. Install base flashing 2" above cant strip. Install base flashing from 8" above the field to 6" onto the field from bottom of cant strip. Install cap sheet 9" onto the field from9. Install counter flashing 8" above the field.10. Mechanically attach half inch plywood/coverboard to parapet walls.10. Install new metal coping system.11. Install new drains in all current drain locations.13. Paint all gas lines hazard yellow. System includes with a 5 Year Contractor Warranty and a 20 year NDL Warranty from Garland Industries.	<p>Colorado County Texas Jail: 2215 Walnut St, Columbus, TX 78934</p> <div></div>																																								

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Masonry Restoration

\$279,280

1. Remove all control joints in the masonry walls. Remove all masonry to window joint sealant. Remove all fractured window gaskets.
2. Install new backer rod in all control joints per details.
3. Install Greenlock XL Control joint sealant over backer rod.
4. Install Tuff Stuff in masonry to window frame joint.
5. Install All Sil on all window wet seals being replaced.
6. Clean all masonry with power washer and B clean.
7. Seal a pore HP across entire masonry.
8. For control joint only budget \$12,780
9. Provide masonry tuck pointing LF pricing at bid time.



Jail Yard Roofing and Frame Restoration

\$84,000

1. Clean all rust of yard chain link. Grinding recommended.
2. Provide LF pricing for welding new steel where rust is to deep.
2. Install new Engineered framing system over non covered yard area.
4. Install new standing seam metal over jail yard.
5. Jail yard must be closed during this work.
6. Budget for just painting metal and removing rust. \$24,000



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Colorado County Purchasing Laws

Rules and Governing Agencies for Building Envelope Projects

DRG
ARCHITECTS

IBC[®]

INTERNATIONAL
BUILDING
CODE[®]

§1503.1 - Roof coverings shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof covering shall serve to protect the building or structure.



Texas Local Government Code 271.102
The Texas Local Government Code, Section 271.102, authorizes a local government,, to participate in a cooperative purchasing program with a local government or cooperative organization of Texas or another state. By doing so, a local government entity automatically satisfies any requirement to seek competitive bidding.

OMNIA[®]
P A R T N E R S



APRA Fund
County Precedent



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- ___9. Agreement between Colorado County and Democracy Live, Inc., for the purpose of providing fully compliant Remote Accessible Balloting solution through OmniBallot. (LaCourse)

Rebecca LaCourse stated that the county recently received a letter from the National Federation of the Blind requesting an ADA accessible ballot by mail. This is fairly new to the State of Texas but is required in other states. Currently only two Texas counties are providing this option, Bexar and Burleson counties. Bexar County was sued and ordered to provide this option. Both counties utilize Democracy Live, Inc. Ms. LaCourse said she has never had a request for this type of ballot from the public. Ms. LaCourse reiterated that Bexar County was sued for not having this option and lost. She is bringing this item to court today to make the court aware of that. Judge Prause stated he appreciated her bringing this to the court's attention.

No action taken on this agenda item.

(See Attachment)

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OmniBallot Balloting Solution Agreement

This Agreement is entered into on the date last signed below, by and between Colorado County (hereinafter "Customer") with offices at 1117 Travis Street, Columbus, Texas 78934 and Democracy Live, Inc., (hereinafter, "Democracy Live") a Delaware Corporation with offices at 35050 SE Douglas Street, Suite 200 Snoqualmie, WA 98065.

Whereas it is necessary and desirable that Democracy Live be retained for the purpose of providing Customer with a fully compliant Remote Accessible Balloting solution through OmniBallot ("OmniBallot Solution"), available to all Customer's qualified voters.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. **Exhibits and Attachments:** The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:
 - a. Exhibit A- Payments and Fees
 - b. Exhibit B- Statement of Work
 - c. Exhibit C- Support and Maintenance
2. **Services to be performed by Contractor:** In consideration of the payments set forth in this Agreement and in Exhibit A, Democracy Live shall perform the services for Customer in accordance with the terms, conditions, and specifications set forth in this Agreement and Exhibit B. Nothing in this Agreement shall be construed to prevent Democracy Live from granting any other licenses or subscriptions to the use of the OmniBallot Solution in any matter whatsoever.
3. **Term:** This Agreement shall become effective on the date last signed below and shall remain in effect through December 31, 2028 ("Initial Term"). After the Initial Term the Agreement may be renewed by a written amendment signed by both parties. After the Initial Term Democracy Live reserves, the right to raise the subscription fee to reflect current market rates.
4. **Payment:** Customer will pay Democracy Live the Subscription Fee ("Subscription Fee") in accordance with the Fee Schedule presented in Exhibit A ("Fee Schedule").
5. **Termination:** This Agreement may be terminated by Democracy Live or Customer at any time without a requirement of good cause upon sixty (60) days advance written notice to the other party. Notwithstanding any other provision of this Agreement, the Agreement cannot be terminated between sixty (60) days prior to an Election Day (commonly known as E-60) and Election Day.

5.1 Breach: If either party defaults in the performance of, or fails to perform, any material obligation of this Agreement and the default or failure is not remedied within sixty (60) days (or ten (10) days in the case of any payment obligations under Exhibit A) after receipt of written notice from the non-defaulting party,

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then the non-defaulting party will have the right (i) to terminate this Agreement by giving written notice to the defaulting party and (subject to the dates above in Paragraph 5) (ii) to avail itself to any and all other rights and remedies which it may be entitled by law or equity.

5.2 Effect of Termination: If this Agreement should be terminated, Democracy Live shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit A hereto.

5.3 Survival: In addition to any payment obligations, sections 8, 9, and 10 shall survive the termination of this Agreement.

6. **Ownership:** The parties hereby agree the OmniBallot Solution are the sole property of Democracy Live and Customer acquires no rights to the OmniBallot except for the subscription granted under this Agreement.
7. **Representations and Warranties:** Democracy Live Represents and Warrants to Customer that: It has all necessary rights and authority to execute and deliver the services and perform its obligations hereunder and to grant the rights granted under this Agreement to Customer; the goods and services provided by contract under this Agreement, including the Software and Intellectual Property provided hereunder, are original to Democracy Live, or its subcontractors, or parties; and the software, products and services as delivered as part of the system will not infringe or otherwise violate any applicable rule or regulation.

7.1 Except as expressly stated in this Agreement, there are no warranties express or implied, including but not limited to the implied warranty of fitness for a particular purpose, of merchantability or warranty of no infringement of third-party property rights.

7.2 DEMOCRACY LIVE DOES NOT REPRESENT OR WARRANT THAT OMNIBALLOT WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN OMNIBALLOT CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES DEMOCRACY LIVE MAKE ANY WARRANTIES REGARDING THE ACUCRACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTENT.

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8. **Limitation of Liability:** EACH PARTY'S LIABILITY TO DAMAGES TO THE OTHER PARTY ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOSS PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.
9. **Indemnification:** Democracy Live will defend, indemnify, and hold harmless Customer against any and all third-party claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including without limitation reasonable attorneys' fees and other litigation expenses) incurred by Customer, arising out of or relating to any actual infringement of any U.S. issued patent or copyright by Democracy Live or misappropriation of any trade secret of any third party by Democracy Live and the Software ("Intellectual Property Infringement").
- 9.1 **Conditions of Indemnification.** The indemnification obligations under this Section 9 are conditioned on Customer's compliance with the following: (a) Customer will provide to Democracy Live prompt written notice of any claim after Customer's receipt of notice of the claim or initial awareness thereof; (b) Customer will grant to Democracy Live, and Democracy Live will have, the sole and exclusive right to defend any claim and make settlements thereof at Democracy Live's own discretion; and (c) Customer will give, at Democracy Live's expense, the assistance and information that Democracy Live reasonably requires to settle or defend the claims. Customer may, however, participate in the defense or settlement of any claim at its own expense and with its own choice of counsel.
- 9.2 Customer agrees to defend, indemnify, and hold harmless Democracy live from all claims, losses, damages, complaints, or expenses connected or resulting from Customer's business operations in connection with the use of the Software. Customer hereby indemnifies and shall hold harmless Democracy Live, its and their subsidiaries, affiliates, officers, directors and employees and agents and subcontractors from and against all liability, damages, loss, cost, or expenses (including reasonable attorney's fees) arising out of or in connection with any third-party claims that Customer's use of the software in contravention of the grants of rights infringes or otherwise violates any rights of third parties.
10. **Confidentiality:** Each party agrees that the terms and conditions of this Agreement and any information concerning either party's marketing plans, existing or future products, and any other confidential business or technical information, and all information declared confidential by either party, disclosed in furtherance of this Agreement shall be held in

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strict confidence and shall not be disseminated or disclosed without express written consent of the other party, except as otherwise provided in this Agreement. If a party is directed to disclose any material proprietary to the other party in conjunction with a judicial proceeding, arbitration or otherwise by law, then the party so directed shall notify the other party both in writing and orally immediately. This provision will survive cancellation or termination of this Agreement for a period of three (3) years. The parties agree that Customer may be required to release confidential information to the public pursuant to the requirements of the State of Texas.

- 11. Assignment:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

12. Miscellaneous:

12.1 Independent Contractor: Nothing in this Agreement will be construed as creating any relationship between Democracy Live and Customer, other than that of independent contractor and customer or licensee and licensor. This Agreement is not intended to be nor will be construed as a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither party will have the right, power, or authority to assume, create or incur any expense, liability, or obligation, expressed or implied, on behalf of the other except as expressly provided herein.

12.2 Law and Venue: This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Texas, USA.

12.3 Notices: Unless otherwise agreed by the parties, all notices required under this Agreement will be in writing and deemed effective when received by (a) personal delivery, (b) internationally recognized courier or (c) certified mail, return receipt requested at the address written above.

12.4 Severability: In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not.

12.5 Force Majeure: Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if the delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or mechanical failures or delay in transportation or commercial communications; provided however, that lack of funds will not be deemed to be a reason beyond a Party's reasonable control. The Parties will promptly inform and

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consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

12.6 Counterparts: This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.7 Entire Agreement: This Agreement, including the attachments to this Agreement, is the Parties' entire agreement relating to the OmniBallot Solution, and Documentation. It supersedes all prior or contemporaneous oral or written communications, proposals, sales orders, or conditions between the parties relating to its subject matter. No modification or amendment to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

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**DEMOCRACY LIVE, INC.
Software License And Service Agreement**

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement and all Attachments hereto as of the Effective Date.

Democracy Live, Inc:	County of Colorado
DEMOCRACY LIVE, INC.	COUNTY OF COLORADO
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT A - Payment and Fees

I. Fees:

- A. **Annual Subscription Fee:** For each year this Agreement is in effect County will pay an Annual Subscription Fee of three thousand nine-hundred and fifty-dollars (\$3,950). The initial Subscription Fee will be invoiced upon signature of this Agreement. Thereafter, the Subscription Fee will be invoiced on January 1st of each year this Agreement is in effect.

II. Payment:

- (A) All Payment under this Agreement shall be sent to Democracy Live, Inc., 2900 NE Blakely Street Suite B, Seattle, WA 98105
- (B) All invoices under this Agreement shall be sent to Rebecka Lacourse, Colorado County Election Administrator, 1117 Travis Street, Columbus, Texas 78934.

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EXHIBIT B - Statement of Work

For as long as this Agreement is in effect Democracy Live agrees to provide Customer with OmniBallot Products and Services as described below:

I. Products and Services

◆ Remote Accessible Vote By Mail Solution

- Democracy Live will deliver to Customer a secure ballot marking system that enables the voter to access return materials and an on-screen representation of the appropriate ballot style.

◆ Accessible Sample Ballot

- Democracy Live will deliver an online sample ballot that enables the voter to mark candidate/contest choices and print a reference sheet displaying the marked selections.

◆ Languages Included

- English
- Spanish

◆ Technical Specifications

- Does not require the installation of special software.
- Compatible with (but not limited to) the most recent two versions of all major browsers (Chrome, Edge, Firefox, Internet Explorer, Safari) on the most recent two versions of Windows and macOS.
- Supports virtually unlimited number of ballots styles.

II. Democracy Live Services

◆ Training

Democracy Live will deliver online orientation and training that includes:

- Defining key points of contact for contract management and technical support for Customer and Democracy Live
- Identification and addition of Customer system administrators and roles
- Introduction to written, video and system-embedded training tools and materials.
- Demonstration and training on self-management of Voter Registration (VR) file updates
- Demonstration and training on Quality Assurance (QA) testing, including ballot review and walk-through of voter experience.
- Explanation of all available report modules and access to raw data logs
- Detailed description of all required data files from the Customer, including required format. Example files and data templates provided as learning tools.
- Overview of the election management workflow, including preparation of data files, timelines, system configuration, quality assurance testing, election deployment and close-out

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- Establishment of an elections calendar to cover all scheduled elections throughout the entire contract period and agreement on methodology for managing unscheduled events (special elections, etc.)
- Democracy Live will perform a refresher training orientation at the Customer's request once during every 24month period. Democracy Live will perform additional training at the request of Customer for an agreed upon service fee in a writing signed by both parties.

◆ **Configuration and Support Services**

- **Election Data Preparation**
 - Democracy Live will provide support to Customer in the preparation and review of required data files for system configuration, including:
 - Structured data files, if used
 - Ballot PDFs
 - Ballot style mapping spreadsheet in .csv format
 - Comprehensive VR file in CSV or TXT format, as applicable
 - Ballot return materials in PDF format
 - Definition of desired overlays and placement on materials
- **System Configuration**
 - Democracy Live will configure all contracted services utilizing Customer data in accordance with established timelines.
 - Democracy Live will provide QA testing links that will enable the Customer to review/approve all work before the system is activated and made available to voters.
 - QA Testing includes:
 - Quick Review- A list of each ballot style in an election, its ballot content, and all associated precincts.
 - Voter QA Testing- A review of the end-to-end voter experience to review workflow and confirm delivery of correct ballot content. This testing will not affect voter usage statistic reports.
 - Democracy Live will activate contracted services upon completion of review and written approval of content by Customer.

◆ **Election Maintenance Through Election Day**

- Democracy Live will assign Customer a Technical Accounts Manager to serve as the primary point of contact for all service issues.
- Democracy Live will provide ongoing issue response/customer support, as detailed in the Service Level Agreement (SLA), to respond to any identified issues, questions or requested content edits.
- Democracy Live will perform all VR updates after initial product activation, as applicable.

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◆ **Post-Election Tasks**

- Democracy Live will assist customer with post-election reports, as needed.
- Democracy Live will archive election-related data for an agreed upon period.
- Democracy Live will “purge” election-related data from any Democracy Live-maintained systems upon written request of Customer.

III. Customer Requirements

◆ **To guarantee an on-time Go Live Date the County agrees too:**

- Complete onboarding orientation with Democracy Live.
- Provide complete and accurate election data in required format a minimum of ten business days prior to product launch dates. *Failure to provide data in identified format or in accordance with established timelines may result in product launch delays.*
- Complete review and QA testing of all products before launch.
- Send written approval of system (e-mail) to authorize activation of system features.
- Perform all VR updates after initial product launch, as applicable.
- Notify Democracy Live of any changes to language requirements as soon as practicable.
- Notify Democracy Live of any changes to election calendar as soon as practicable.
- Notify Democracy Live of changes to system administrators (addition/deletion).
- Notify Democracy Live of changes to key personnel assigned to system administration/support.
- All data must be uploaded to <https://upload.liveballot.com>. Any data delivered outside of this website may not be accepted by Democracy Live and will not be considered delivered in accordance with the ten-business day requirement.

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EXHIBIT C – Support and Maintenance

Democracy Live business hours are **9:00 am to 5:00 p.m.** Pacific Time, Monday through Friday. During these hours, an assigned account manager will be available.

Democracy Live is committed to providing the highest level of support to Customer throughout the Term of this Agreement. Democracy Live will perform the following Service Levels, as applicable, in connection with this Agreement.

Democracy Live acknowledges that support requests may be submitted by either the town officials operating the system or Elections Division staff administering the system.

Election Calendar Period through Election Certification – Concurrent with the expected period configuring and testing the Solution between 60 and 45 days prior to election day, and through the final certification of the election, Democracy Live will respond to issues reported by email at support@democracylive.com or phone (855-655-VOTE), within one hour, 7 days a week, 24 hours a day. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

Off Peak Times – During the relatively quiet periods between the certification of the most recent election, and the configuration of the next, Democracy Live will respond to issues reported by email support@democracylive.com or phone (855-655-VOTE) within one hour, available during normal business hours eastern standard time. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

Support - For as long as Customer has paid all applicable fees and is in compliance with all the terms of this Agreement, including as set forth in the Attachments, and as long as this Agreement is in effect, Democracy Live will provide Support and Maintenance as described in Exhibit C. Notwithstanding anything to the contrary in this Agreement, Democracy Live will not provide Support and Maintenance for: (a) Any products other than the Software provided by Democracy Live under this Agreement; (b) Any modifications to Software not made by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or (c) Any use of Software that is not in accordance with this Agreement, the documentation or other written instructions provided by Democracy Live.

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March 29, 2024

Dear County Clerk,

The National Federation of the Blind seeks to safeguard all means of voting rights for blind and low-vision voters. It is vital to our democracy that all citizens are able to exercise the right to cast a ballot both privately and independently. Unfortunately, this concept is forgotten when blind and low-vision voters want to vote using absentee ballots. Blind and low-vision voters continue to be denied the opportunity to vote privately and independently due to the implementation of inaccessible paper-based systems that require them to depend on others to assist them in the ballot-marking process. In advance of the 2024 elections, I am writing to remind you of your obligation, as required by federal law and recent court decisions, to provide blind voters an accessible way to privately and independently mark an absentee ballot.

Title II of the Americans with Disabilities Act (ADA) requires jurisdictions to ensure that voters with disabilities are offered an opportunity to vote—whether in person or by absentee ballot—that is equal to the opportunity offered to voters without disabilities. Thus, if nondisabled voters are able to vote absentee privately and independently, voters with disabilities must be offered the same opportunity.

The law on this issue is clear. In a recent case brought by the National Federation of the Blind of Texas, the Coalition of Texans with Disabilities and three blind voters, against the Elections Administrator of Bexar County, Texas, the United States District Court for the Western District of Texas San Antonio Division held that Bexar County violated Title II of the ADA by providing only a paper absentee ballot that was inaccessible to blind people. *Johnson v. Callanen*, Case No. SA-22-CV-00409-XR, 2023 WL 4374998. The Court ordered the County to provide a remote accessible vote-by-mail (RAVBM) system that would grant blind voters the same opportunity provided to voters without disabilities to mark their absentee ballot independently. RAVBMs allow voters to mark an electronic version of the absentee ballot on devices such as computers, tablets, or smartphones, then to print and return the ballot on paper.

Currently, there are numerous RAVBM systems available for use in elections. Given the requirements of the ADA, as well as the wide availability of accessible ballot marking systems, we strongly encourage you to implement such a system for use in the 2024 elections, and all subsequent federal, state, and local elections in which absentee voting is available. The National Federation of the Blind will be monitoring the availability of accessible absentee voting through our 2024 national blind voter survey, and subsequent surveys following each presidential general election.

Voters with disabilities must be considered as you design and plan your absentee voting process. Providing a RAVBM system will guarantee that people with disabilities have an opportunity to cast

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

Rebecka Lacourse

From: Chuck Pinney <CPinney@sos.texas.gov>
Sent: Friday, April 12, 2024 3:59 PM
To: Elections
Subject: Re: Remote Accessible Vote by Mail for Blind and Low-vision Voters (EI Response)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Rebecka,

In general, the Election Code does not specifically address this type of system. However, Election Code 1.022 does provide that a provision of the Election Code may not be interpreted to prohibit or limit the right of a qualified individual with a disability from requesting a reasonable accommodation or modification to any election standard, practice, or procedure mandated by law or rule that the individual is entitled to request under federal or state law.

We would recommend that you consult with your county attorney about the letter and about whether this would constitute a reasonable accommodation within the scope of Election Code 1.022.

Thanks,

Chuck Pinney
Senior Staff Attorney – Elections Division
Office of the Texas Secretary of State
1019 Brazos Street | Rudder Building, 2nd Floor | Austin, Texas 78701
1.800.252.VOTE (8683)
elections@sos.texas.gov | www.sos.texas.gov
For Voter Related Information, please visit:

VOTETEXAS.GOV
POWERED BY THE TEXAS SECRETARY OF STATE

The information contained in this email is intended to provide advice and assistance in election matters per §31.004 of the Texas Election Code. It is not intended to serve as a legal opinion for any matter. Please review the law yourself, and consult with an attorney when your legal rights are involved.

From: Elections <elections@co.colorado.tx.us>
Sent: Monday, April 1, 2024 3:55 PM
To: Elections Internet <Elections@sos.texas.gov>
Subject: FW: Remote Accessible Vote by Mail for Blind and Low-vision Voters

CAUTION: This email originated from OUTSIDE of the SOS organization. Do not click on links or open attachments unless you are expecting the email and know that the content is safe. If you believe this to be a malicious or phishing email, please send this email as an attachment to information@www.sos.texas.gov.

I have recently received the following letter and EAC guidelines. I am trying to find out more information regarding the RAVBM system. My research shows that several states utilize a variety of on-line portal systems, however, it appears that other states certify the program for use. I do believe the legal consensus is that an ADA accessible ballot must be provided but does Texas allow remote alternative vote by mail ballots? With the emphasis on technology and cyber security I am hesitant to go out and try and/or purchase such programs without some type of input from the Secretary of States Office. I do believe the consensus is that an ADA accessible ballot must be

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The law on this issue is clear. In a recent case brought by the National Federation of the Blind of Texas, the Coalition of Texans with Disabilities and three blind voters, against the Elections Administrator of Bexar County, Texas, the United States District Court for the Western District of Texas San Antonio Division held that Bexar County violated Title II of the ADA by providing only a paper absentee ballot that was inaccessible to blind people. *Johnson v. Callanen*, Case No. SA-22-CV-00409-XR, 2023 WL 4374998. The Court ordered the County to provide a remote accessible vote-by-mail (RAVBM) system that would grant blind voters the same opportunity provided to voters without disabilities to mark their absentee ballot independently. RAVBMs allow voters to mark an electronic version of the absentee ballot on devices such as computers, tablets, or smartphones, then to print and return the ballot on paper.

Currently, there are numerous RAVBM systems available for use in elections. Given the requirements of the ADA, as well as the wide availability of accessible ballot marking systems, we strongly encourage you to implement such a system for use in the 2024 elections, and all subsequent federal, state, and local elections in which absentee voting is available. The National Federation of the Blind will be monitoring the availability of accessible absentee voting through our 2024 national blind voter survey, and subsequent surveys following each presidential general election.

Voters with disabilities must be considered as you design and plan your absentee voting process. Providing a RAVBM system will guarantee that people with disabilities have an opportunity to cast their absentee ballots privately and independently that is equal to the opportunity provided to voters without disabilities, as required by the ADA and the Rehabilitation Act. The National Federation of the Blind is available as you consider the accessibility of your current absentee voting system. If needed we are available to advise you on the development, or in the procurement, of a RAVBM system.

Please do not hesitate to contact us with questions, or if you need assistance with the implementation of accessible absentee voting.

Sincerely,

Mark A. Riccobono, President
National Federation of the Blind

Jeff Kaloc
Governmental Affairs Specialist
200 East Wells Street, Baltimore, MD 21230
410-659-9314, extension 2206 | jkaloc@nfb.org



The National Federation of the Blind is a community of members and friends who believe in the hopes and dreams of the nation's blind. Every day we work together to help blind people live the lives they want.

**MINUTES OF THE COLORADO COUNTY
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Sec. 1.022. REASONABLE ACCOMODATION OR MODIFICATION. A provision of this code may not be interpreted to prohibit or limit the right of a qualified individual with a disability from requesting a reasonable accommodation or modification to any election standard, practice, or procedure mandated by law or rule that the individual is entitled to request under federal or state law.
Added by H.B. 1241, 86th Leg., Sec. 1, eff. Sept. 1, 2019; Amended by S.B. 1, 87th Leg., 2nd C.S., Sec. 1.08, eff. Dec. 2, 2021.

**MINUTES OF THE COLORADO COUNTY
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- _10. Reallocation of funds from an unfilled jailer position to the Sheriff's Office Secretary Salary Fund for an additional administrative assistant. (Wied/Lindemann)

Sheriff Elect Justin Lindemann stated that he would like to add this position to alleviate paperwork duties from the deputies.

Motion by Judge Prause to approve the reallocation of funds from an unfilled jailer position to the Sheriff's Office Secretary Salary Fund for an additional administrative assistant; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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Position Summary:

- The Administrative Assistant is responsible for a wide range of administrative tasks for the Sheriff's Office.

Job Responsibilities:

- Maintain personnel and TCOLE records for all employees of the Sheriff's Office (Peace Officers, Jailers, and telecommunication operators).
- Set up new employees with sign-on and passwords to get access to the E-force, RMS, and Jail Software.
- Keep track of all department issued credit cards and fuel cards issued to officers.
- Prepare monthly National Incident – Based Reporting System (NIBRS) reports to submit to DPS Austin, ensuring that all Offense Reports are validated before sending them and meeting the deadline.
- Answer calls and relay to the Sheriff.
- Order office supplies and report forms for the Sheriff's budget.
- Process adult and juvenile expunctions.
- Prepare annual racial profiling reports.
- Assist with computer problems as needed.
- Ability to be available 24/7 by phone for software issues as they arise. Could require coming into the office after hours.
- Assist dispatch or the jail in emergency situations.
- Enter citations and warnings into RMS.
- Perform other job-related duties as required.
- Maintain inventory of County-owned property.
- Prepare County Attorney prosecution packets.
- Maintain an organized filing system of paper and electronic documents.
- Code and enter all invoices for payment out of the Sheriff's budget.
- Verify all timesheets and leave slips submitted by employees.
- Uphold a strict level of confidentiality.
- Work with classified law-enforcement-related information.
- Submit required paperwork to TCOLE for all peace officers, jailers, and telecommunication operators.
- Set up pre-employment physical and psychological exams for all prospective employees.
- Serve as the Sheriff's Office Custodian of Records for law enforcement related records. Will need to attend court as needed (Subpoena).
- Prepare internal and external documents for ASCO and/or County personnel.
- Process jail folders, bonds, and warrants.
- Attending training as necessary.
- Send daily routine emails, Jail Roster, etc.
- Process open records request.
- Oversee and train employees of the Jail on Automon (PSRS).
- Manage Sex Offender files.

**MINUTES OF THE COLORADO COUNTY
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May 13, 2024

Education and/or Experience:

- High School Diploma or GED
- Ability to pass a background check, physical exam, and drug test.
- 2 years of prior supervisory or management experience.

Certificates, Licenses, Registration:

- Valid Texas Driver's License
- U.S. Citizenship
- Motor Vehicle Insurance
- Must be willing to obtain one of the following, Jailer or Telecommunicator License within the first year.

Preferred Skills:

- Minimum of 2+ years of experience as an Executive Assistant, or equivalent, reporting directly to senior management.
- Advanced Microsoft Office skills, with the ability to become familiar with firm-specific programs and software.
- Proficiency in collaboration and delegation of duties.
- Strong organizational, project management, and problem-solving skills with impeccable multi-tasking abilities.
- Exceptional interpersonal skills.
- Friendly and professional demeanor.

Working Conditions:

- Works 40 hours a week indoors. Subject to be on call, especially for emergency situations or national disaster.

Physical/Mental Demands:

- Minimal effort is required, as is sitting, and standing at will. The position requires a working knowledge of office procedure and operations and the ability to communicate with the public in a courteous and diplomatic manner.

Limitations and Disclaimers:

- The above description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

**MINUTES OF THE COLORADO COUNTY
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_11. Order Authorizing Memorial Day Fireworks Sales. (Prause)

**Motion by Judge Prause to approve an Order Authorizing Memorial Day Fireworks Sales;
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
May 13, 2024**

STATE OF TEXAS
COUNTY OF COLORADO

ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES

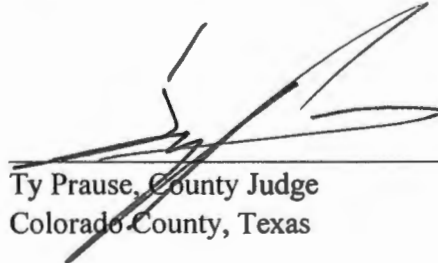
WHEREAS, the Commissioners Court of Colorado County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on the 13th day of May, 2024, the Commissioners Court of Colorado County has determined that conditions are currently favorable to allow the sale of fireworks contingent upon weather conditions on or around Memorial Day and whether a Burn Ban is then in place.

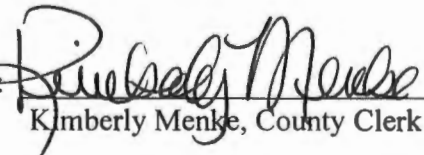
NOW, THEREFORE, the Commissioners Court of Colorado County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May 22, 2024 and ending at midnight May 27, 2024, subject to the following restrictions:

- a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, May 27, 2024, whichever is earlier.

Approved this the 13th day of May 2024, by the Colorado County Commissioners Court.



Ty Prause, County Judge
Colorado County, Texas

Attest: 

Kimberly Menke, County Clerk



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

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**MEMORIAL DAY FIREWORKS PERIOD
(MAY 22-MIDNIGHT, MAY 27)
DEADLINE TO ORDER: MAY 14, 2024**

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for Memorial Day (May 27).

If the court decides to permit the sale of fireworks during the Memorial Day period, the order must be adopted before May 15. If the court does not wish to permit the sale of fireworks during this period, no action is required.

Please note the distinction between this law (Occupations Code, §2154.202(h)), which **allows** the commissioners court at its **discretion** to **permit** fireworks sales for the holiday period and the other law (Local Government Code, §352.051) which **requires** the court to take action to **restrict or prohibit** sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the Memorial Day period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for Memorial Day, it may **restrict or prohibit** the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

Under Local Government Code §352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order authorizing the sale of fireworks during this period is provided on the following page. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, and the portions of the Occupations Code that define and explain permitted and prohibited fireworks are available online at [county.org/fireworks](https://www.county.org/fireworks). If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

**MINUTES OF THE COLORADO COUNTY
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- _12. Application submitted by S&S Irrigation, Inc. to install a water line in the county right-of-way of County Road 106. (Wessels)

Commissioner Wessels stated this was for a lot in Rock Island.

Motion by Commissioner Wessels to approve an application submitted by S&S Irrigation, Inc. to install a water line in the county right-of-way of County Road 106; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

Application

Applicant Company: SAS Irrigation
Contact Person: Vernon Schindler / Al Schindler
Address: 107 E. Stockbridge
Engle Lake TX 77434
Phone: Al 213-875-2774 Fax: _____
Vernon 979-732-1194

Location of right-of-way for proposed construction/installation/repairs in Precinct 1:

3395 CR106

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

Bore across CR106 from 2" waterline to
3375 CR106 (map included)

5/1/2024
Date

Alfred E Schindler, Jr.
Signature of Firm Name Representative
Alfred E Schindler, Jr.
Printed Name of Firm Name Representative

MINUTES OF THE COLORADO COUNTY
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BUSSFELMAN WATERWELL

HWY 90

CR 106 RD

LOC.
2462161384

8th ST

3395 CR 106

Utility
Junction

2" pipe

BORE

4 1/2' deep Bottom of Casing

**MINUTES OF THE COLORADO COUNTY
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Agreement

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

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

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7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
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.

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

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2023

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

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




PRODUCER Frost Insurance 6750 West Loop South, Suite 250 Bellaire TX 77401	CONTACT NAME: Tatyana Le PHONE (A/C, No, Ext): 713-388-1341 FAX (A/C, No): 713-388-1567 E-MAIL ADDRESS: Tatyana.Le@frostinsurance.com
INSURED S & S Irrigation, Inc. 107 E Stockbridge Eagle Lake TX 77434	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Ins Company LTD INSURER B : Hartford Underwriters INSURER C : Evanston Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES		CERTIFICATE NUMBER: 797027613		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKLV4PBC003635	8/13/2023	8/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			61UECVN3153	8/13/2023	8/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S			MPXS3006039	8/13/2023	8/13/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	61WECAI8125	8/13/2023	8/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability and Auto includes blanket automatic additional insured endorsement on primary and non-contributory basis that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status. Umbrella is follow-form subject to the terms and conditions to the General Liability, Auto and Workers' Compensation policies.							

CERTIFICATE HOLDER	CANCELLATION
Colorado County Commissioners Court Susan Rodgers PO Box 236 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

Check in lieu of Performance Bond - ROW CR 106

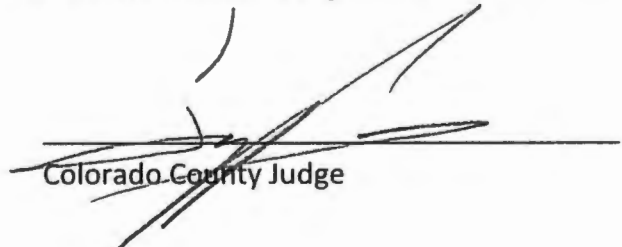
S & S IRRIGATION, INC. PH 970-234-5831 979-2323902 107 E STOCKBRIDGE ST EAGLE LAKE, TX 77432		THE FIRST NATIONAL BANK PO BOX 217 EAGLE LAKE, TEXAS 77434 (979) 224-5551		22205
PAY TO THE ORDER OF <i>Colorado County</i>		5-1-24		80-488/1131
MEMO <i>Permit for Rock Island CR 106</i>		\$ 2,500 ⁰⁰ / ₁₀₀		
<i>Two Thousand Five Hundred & 00/100</i>		DOLLARS		
<i>Oliver V. Chandler</i>				
				

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

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.

May 13, 2024
Date


Colorado County Judge

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

May 13, 2024

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.

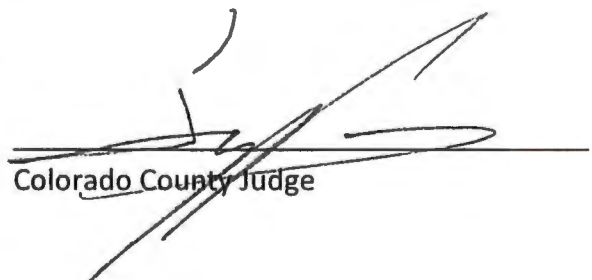
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

May 1 2024
Date

SOS IRRIGATION
Applicant

Approved by Commissioners Court on the 13 day of May, 2024.

May 13, 2024
Date


Colorado County Judge

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

May 13, 2024

- _13. Application submitted by Colorado Valley Telephone to install buried fiber optic cable and pedestals in the county right-of-way of the following roads in Precinct No. 2: County Roads 221, 223, 230, 231, 234, 242, 2103, Harmony, Coy and Hasse. (Brandt)

Commissioner Brandt stated Colorado Valley Telephone was continuing fiber optic installation in Precinct No. 2.

Motion by Commissioner Brandt to approve an application submitted by Colorado Valley Telephone to install buried fiber optic cable and pedestals in the county right-of-way of the following roads in Precinct No.2: County Roads 221, 223, 230, 231, 234, 242, 2103, Harmony, Coy and Hasse; 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
May 13, 2024**

**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 multiple county road South of Weimar.

Descriptions of work locations and types of work to be performed are included in an attachment
with this permit as well as normally included construction prints.

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

Installing new Buried HDPE Duct with new Fiber Optic Cable by plowing and boring and also
installing new Fiber Optic Pedestals.

05-06-2024
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
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Colorado County Roads included in this Colorado Valley Communications upgrade of Fiber Optic Cable
All proposed construction sheets for all roads to be upgraded in this project are included

County Road	Construction Length	Location Description	Type of Construction
CR 221 section 1	3,340'	East from the intersection of CR 230 for 3,340'	Install new duct and fiber Install new fiber pedestals
CR 221 section 2	5,460	West from the intersection of CR 2103 for 5,460'	Install new duct and fiber Install new fiber pedestals
CR 223	5.090'	Starting 2,120' South from intersection of FM 2134 for 5,090'	Install new duct and fiber Install new fiber pedestals
CR 230 section 1	2,350'	East from the intersection of FM 155 for 2,350'	Install new duct and fiber Install new fiber pedestals
CR 230 section 2	4,140'	North from the intersection of CR 231 for 4,140'	Install new duct and fiber Install new fiber pedestals
CR 230 section 3	21,900'	South and East from intersection of CR 231 for 21,900'	Dig up existing handholes Blow fiber through existing duct Install new duct and fiber Install new fiber pedestals
CR 230 section 4	1,070'	North from the intersection of Harmony Rd for 1,070'	Install new duct and fiber Install new fiber pedestals
CR 231	2,800'	East from the intersection of FM 155 for 2,800' to the intersectio of CR 230	Dig up existing handholes Blow fiber through existing duct Install new fiber pedestals
CR 234	5,380'	East and South from the intersection of FM 155 for 5,380'	Install new duct and fiber Install new fiber pedestals
CR 242	1,600'	West from the intersection of FM 155 for 1,600'	Blow fiber through existing duct Install new fiber pedestals
CR 2103	1,800'	East from the intersection of CR 230 for 1,800'	Install new duct and fiber Install new fiber pedestals
Harmony Rd	14,970'	East from the intersection of FM 155 for 14,970' to the intersection of CR 230	Install new duct and fiber Install new fiber pedestals
Coy Rd	2,110'	North from the intersection of Harmony Rd for 2,110'	Dig up existing handholes Blow fiber through existing duct
Hasse Rd	7,530'	West from the intersection of FM 155 for 7,530'	Dig up existing handholes Blow fiber through existing duct

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

May 13, 2024

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**

May 13, 2024

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**

May 13, 2024

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

**MINUTES OF THE COLORADO COUNTY
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May 13, 2024

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**

May 13, 2024

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

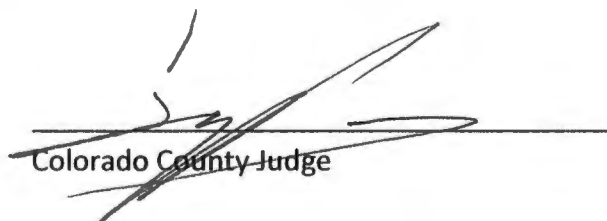
29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property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

05/06/2024
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 13 day of May, 2024.

May 13, 2024
Date

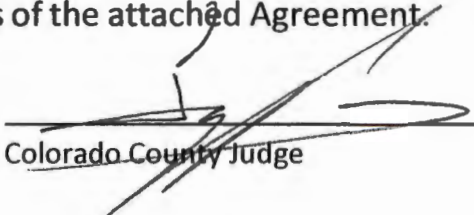

Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

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.

May 13, 2024
Date


Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



COMMISSIONER'S COURT REGULAR MEETING

CAUTION: LOCATE ALL UTILITIES BEFORE DIGGING

HUMP NO.	BHF 30X48X36	BDC4 FIBER PED	BA2(1/2)(5)		BM51D(2) DEPTH 60"	BM51D(2) DEPTH 48"	BM51D(2) DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO96I	BFO96 COIL	BFO48IE	BFO48 COIL	BFO9I	BFO9I COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRA2F PED#8		1	1							430		495	20		10					1					
ROAD CROSSING/ DRIVEWAYS BRA2F PED#9		1	1			357		357				357	20							1					
DRIVEWAYS							203	203													1				
BRA2F PED#10		1	1							362		565	20								1				
										90		90													
DRIVEWAYS						88		88																	
TOTAL	0	3	3	0	0	0	648	0	648	882	0	1507	60	0	10	0	0	0	0	3	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY: COLORADO

ROUTE: BRA2F

TAS Telephone Associated Services, Inc.
2919 Claude Avenue Dr.
San Marcos, TX 78668
Phone: (512) 544-6150
Fax: (512) 754-9157

BY: TAS

JOB NO. 321240001

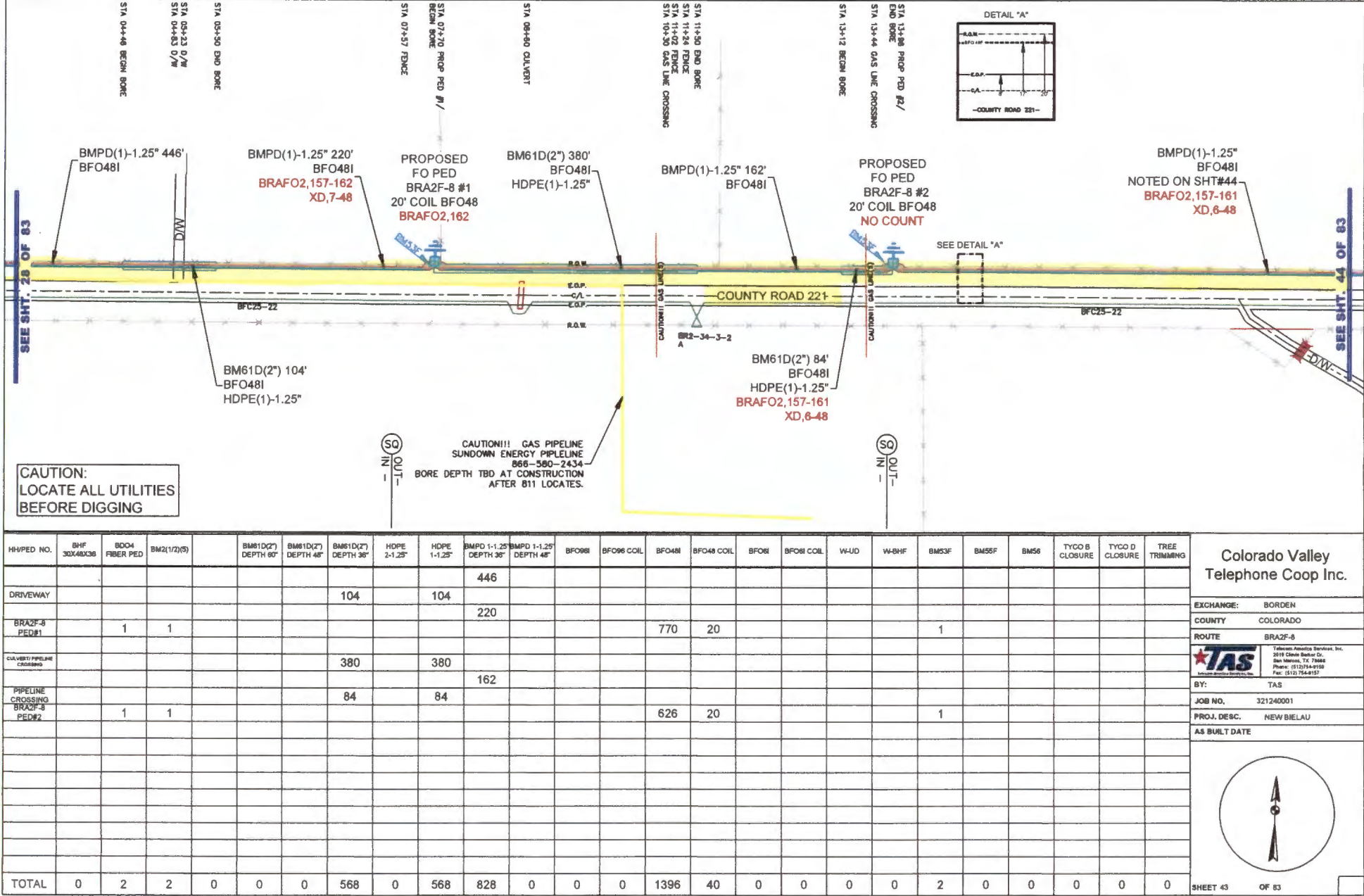
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SHEET 28 OF 83

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

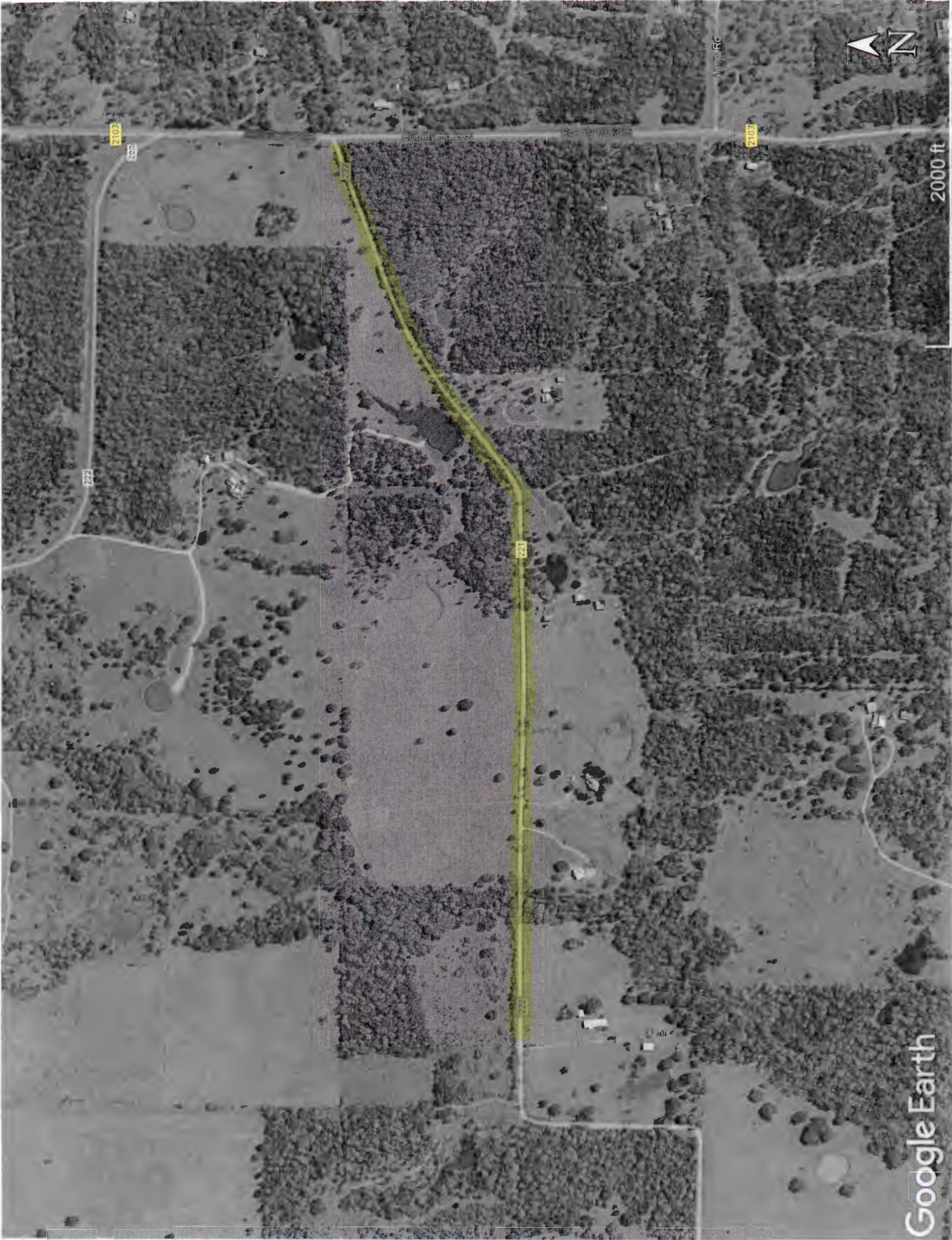
May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

HWYPED NO.	BHF 30X60X36	BDO4 FIBER PED	BM2(1/2)(5)	BM61D(2'') DEPTH 60"	BM61D(2'') DEPTH 48"	BM61D(2'') DEPTH 36"	HDPE 3-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO961	BFO96 COIL	BFO481	BFO48 COIL	BFO61	BFO61 COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
						140		140						684	20					1				
BRA2F-8 PED#3		1	1						667															
BRA2F-8 PED#4		1	1							539				667	20					1				
BRA2F-8 PED#5		1	1			102		102					641	10						1				
TOTAL	0	3	3	0	0	242	0	242	1750	0	0	0	1992	50	0	0	0	0	3	0	0	0	0	0

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



COMMISSIONER'S COURT REGULAR MEETING



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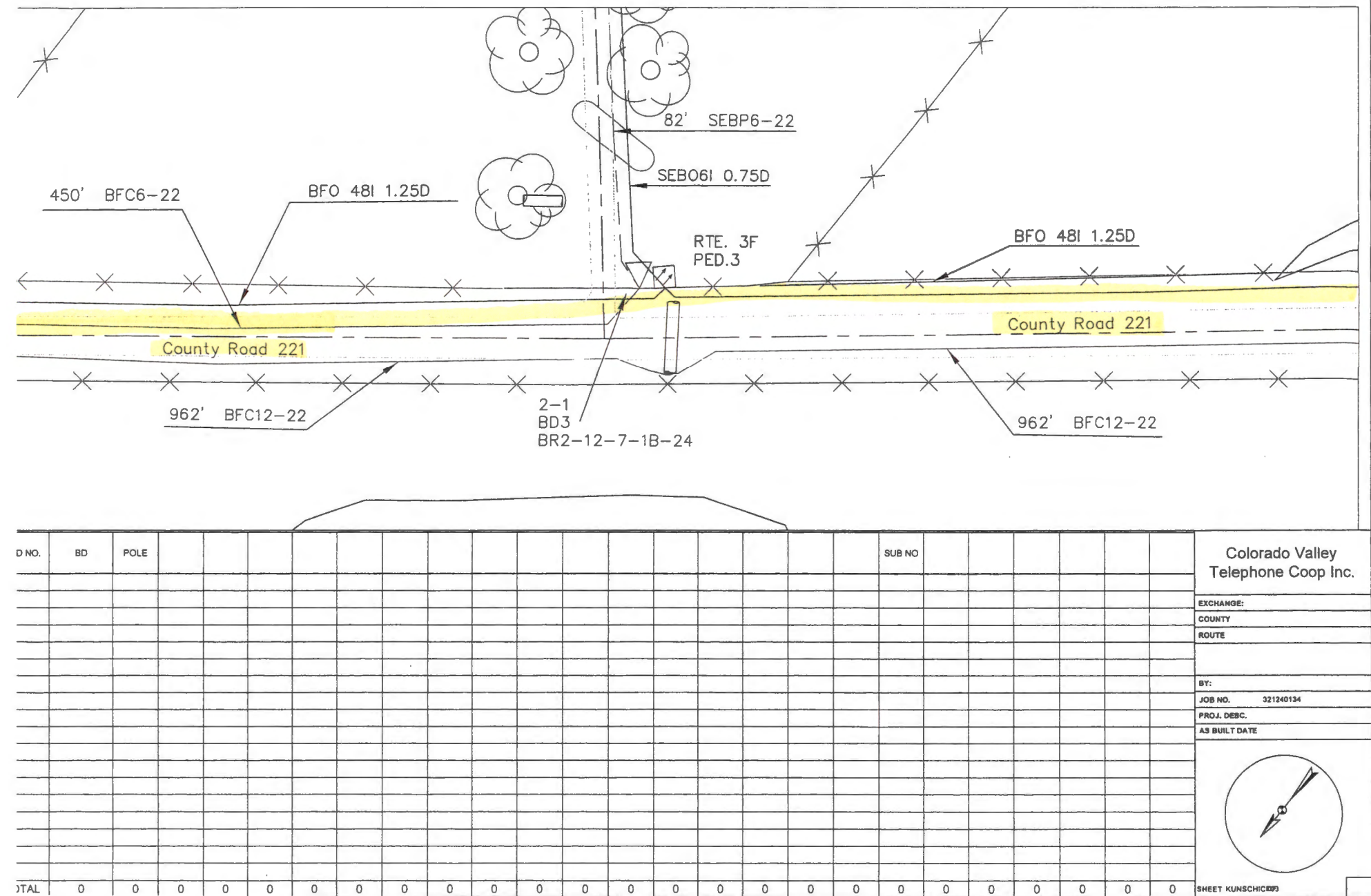
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



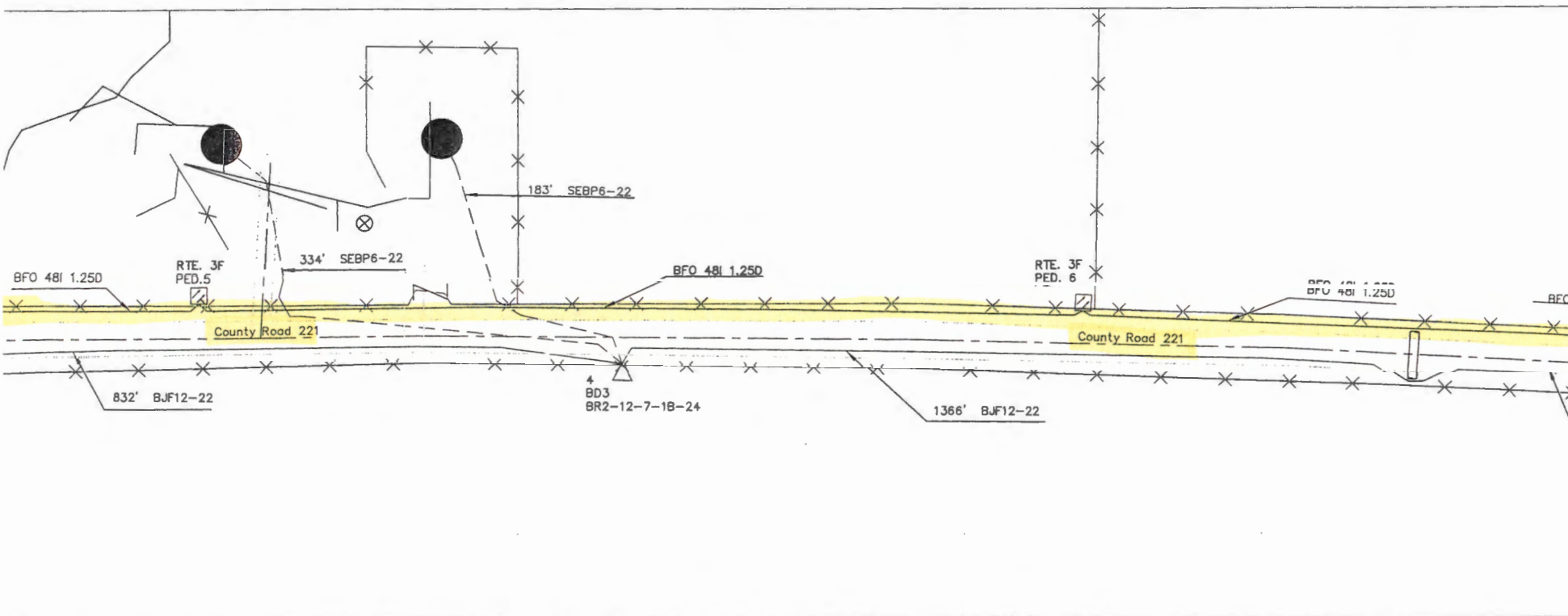
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024

[illegible]

Colorado Valley
Telephone Coop Inc.

EXCHANGE:	
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COUNTY

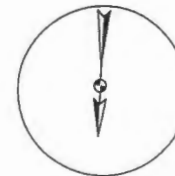
ROUTE

BY:

JOB NO.	321240134
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PROJ. DESC.	QTY	UNIT	AMOUNT
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2.0000	2.00	EA	2.00
3.0000	3.00	EA	3.00
4.0000	4.00	EA	4.00
5.0000	5.00	EA	5.00
6.0000	6.00	EA	6.00
7.0000	7.00	EA	7.00
8.0000	8.00	EA	8.00
9.0000	9.00	EA	9.00
10.0000	10.00	EA	10.00
11.0000	11.00	EA	11.00
12.0000	12.00	EA	12.00
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15.0000	15.00	EA	15.00
16.0000	16.00	EA	16.00
17.0000	17.00	EA	17.00
18.0000	18.00	EA	18.00
19.0000	19.00	EA	19.00
20.0000	20.00	EA	20.00
21.0000	21.00	EA	21.00
22.0000	22.00	EA	22.00
23.0000	23.00	EA	23.00
24.0000	24.00	EA	24.00
25.0000	25.00	EA	25.00
26.0000	26.00	EA	26.00
27.0000	27.00	EA	27.00
28.0000	28.00	EA	28.00
29.0000	29.00	EA	29.00
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37.0000	37.00	EA	37.00
38.0000	38.00	EA	38.00
39.0000	39.00	EA	39.00
40.0000	40.00	EA	40.00
41.0000	41.00	EA	41.00
42.0000	42.00	EA	42.00
43.0000	43.00	EA	43.00
44.0000	44.00	EA	44.00
45.0000	45.00	EA	45.00
46.0000	46.00	EA	46.00
47.0000	47.00	EA	47.00
48.0000	48.00	EA	48.00
49.0000	49.00	EA	49.00
50.0000	50.00	EA	50.00
51.0000	51.00	EA	51.00
52.0000	52.00	EA	52.00
53.0000	53.00	EA	53.00
54.0000	54.00	EA	54.00
55.0000	55.00	EA	55.00
56.0000	56.00	EA	56.00
57.0000	57.00	EA	57.00
58.0000	58.00	EA	58.00
59.0000	59.00	EA	59.00
60.0000	60.00	EA	60.00
61.0000	61.00	EA	61.00
62.0000	62.00	EA	62.00
63.0000	63.00	EA	63.00
64.0000	64.00	EA	64.00
65.0000	65.00	EA	65.00
66.0000	66.00	EA	66.00
67.0000	67.00	EA	67.00
68.0000	68.00	EA	68.00
69.0000	69.00	EA	69.00
70.0000	70.00	EA	70.00
71.0000	71.00	EA	71.00
72.0000	72.00	EA	72.00
73.0000	73.00	EA	73.00
74.0000	74.00	EA	74.00
75.0000	75.00	EA	75.00
76.0000	76.00	EA	76.00
77.0000	77.00	EA	77.00
78.0000	78.00	EA	78.00
79.0000	79.00	EA	79.00
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83.0000	83.00	EA	83.00

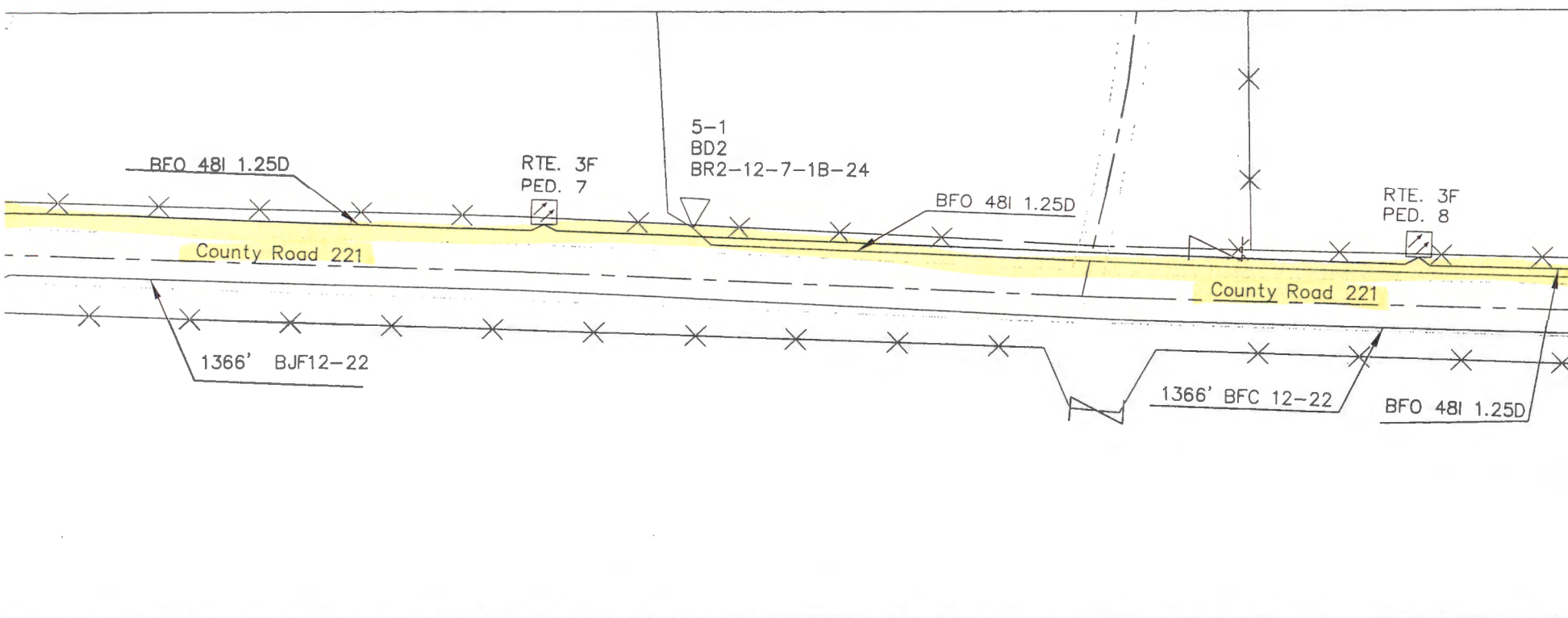
AS BUILT DATE



SHEET KUNSCHIC05

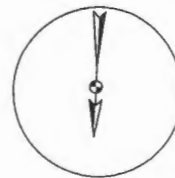
COMMISSIONER'S COURT REGULAR MEETING

COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

[illegible]

COMMISSIONER'S COURT REGULAR MEETING

DDS

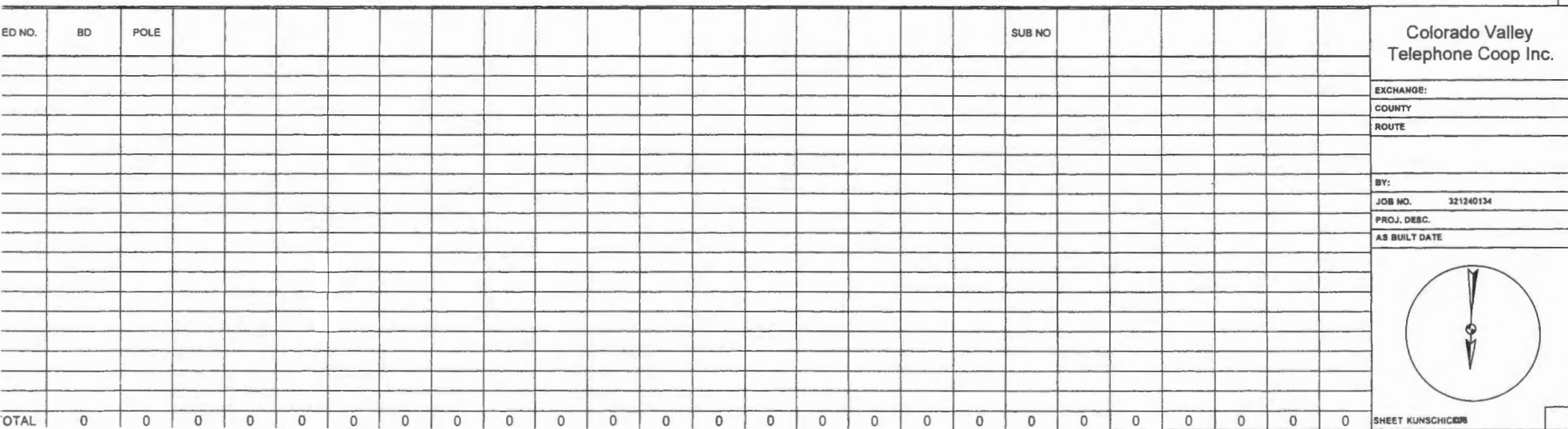


AS BUILT DATE

1366' BJF12-22

[illegible]

May 13, 2024



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

SEE SHT. 15 OF 83



Colorado Valley
Telephone Coop Inc.

EXCHANGE:	BORDEN
-----------	--------

COUNTY	COLORADO
--------	----------

ROUTE	BRA1F
-------	-------



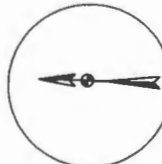
Telecom America Services, Inc.
2019 Clyde Barker Dr.
San Marcos, TX 78666
Phone: (512) 754-8150
Fax: (512) 754-8157

BY: TAS ENGINEERING

JOB NO. 321240001

PROJ. DESC.	NEW BIELAU
-------------	------------

AS BUILT DATE

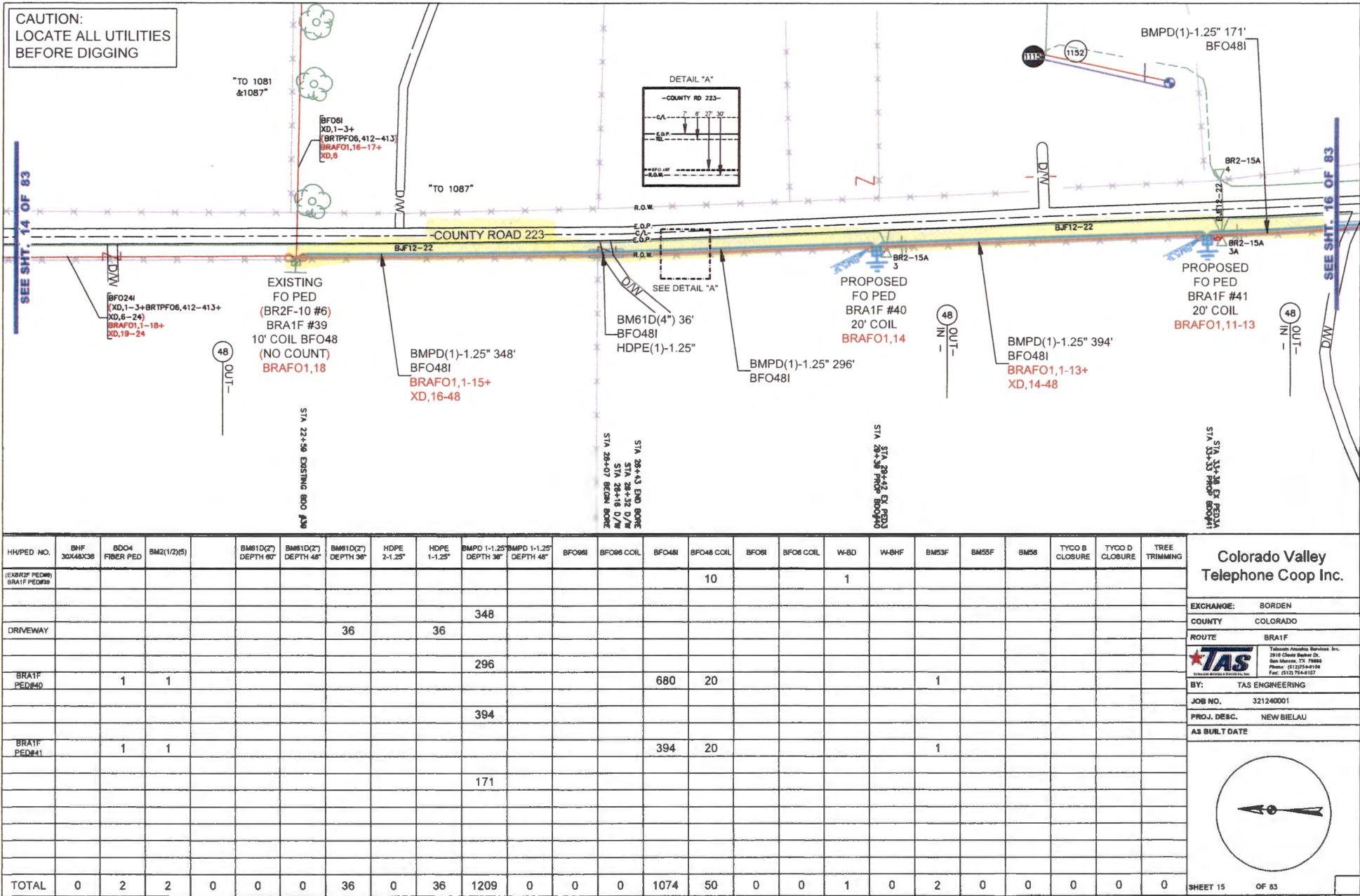


SHEET 14 OF 83

MINUTES OF THE COLORADO COUNTY

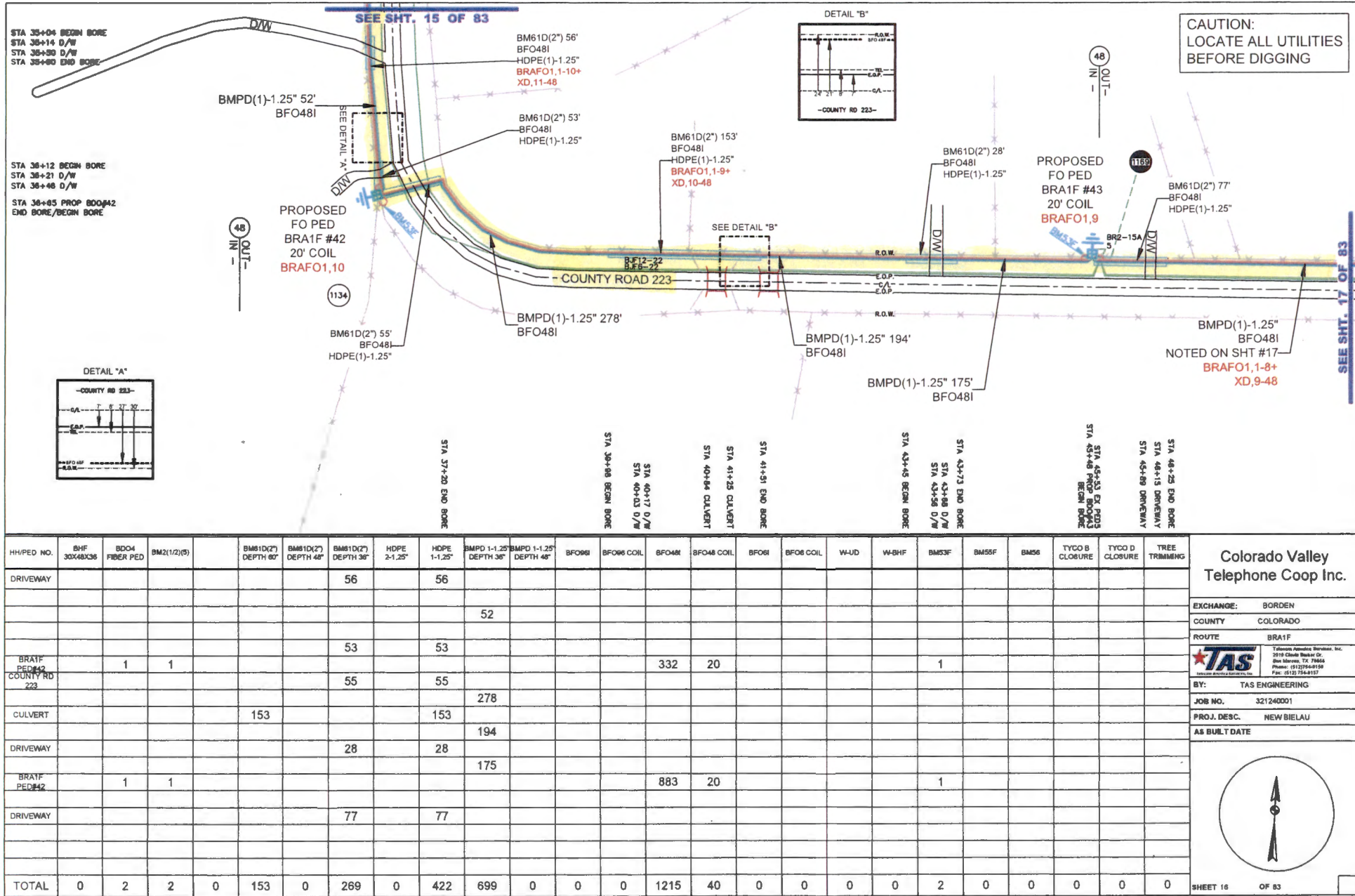
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

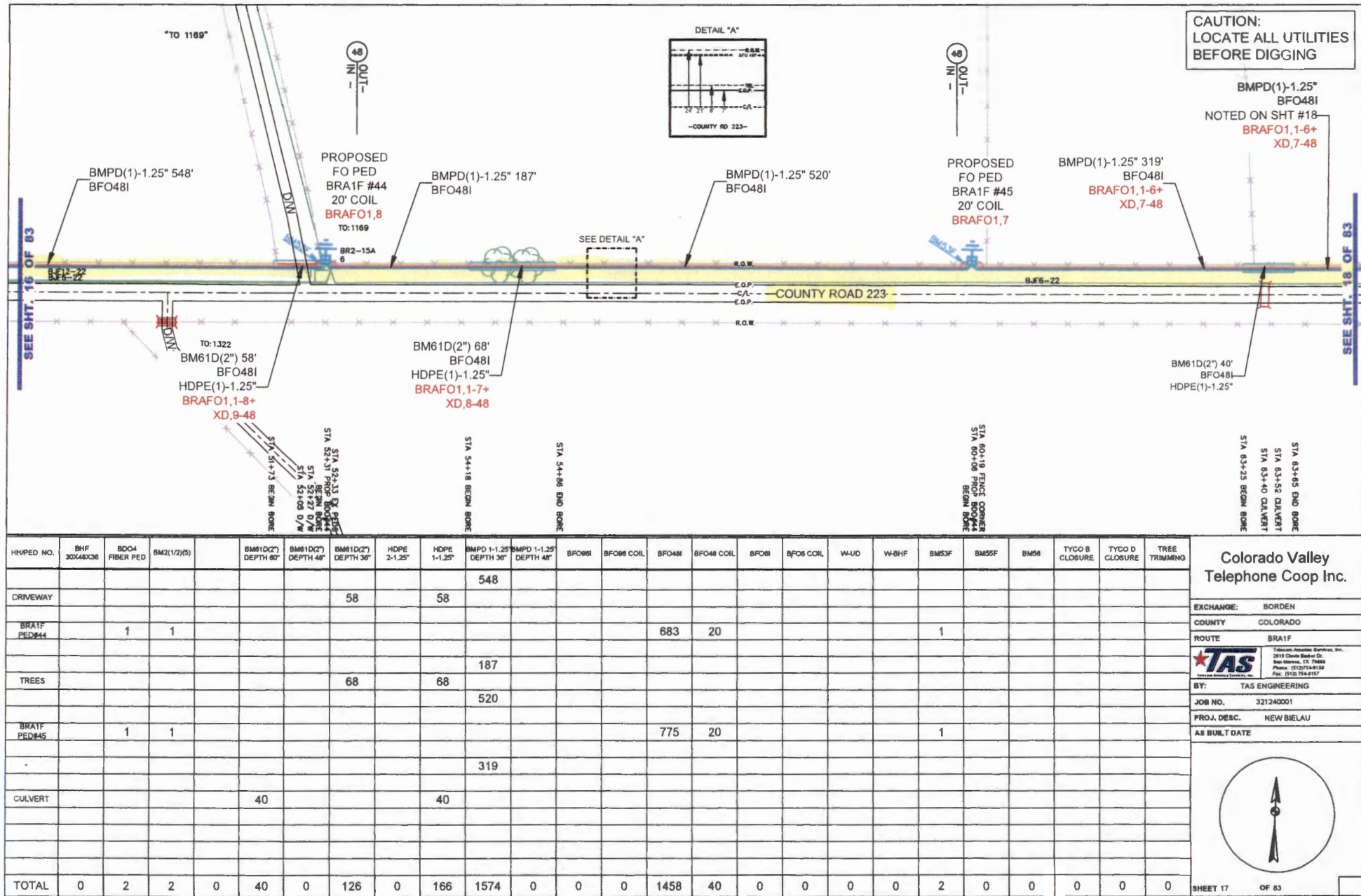
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



INVERT NO.	BHF 30X48X36	BDO4 FIBER PED	BM2(1/2)(5)	BM61D(2'') DEPTH 60"	BM61D(2'') DEPTH 48"	BM61D(2'') DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO68I	BFO68 COIL	BFO48I	BFO48 COIL	BFO6I	BFO6 COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
DRIVEWAY						58		58	548															
BRA1F PED#44		1	1										683	20					1					
TREES					68		68		187															
BRA1F PED#45		1	1						520				775	20					1					
CULVERT				40				40	319															
TOTAL	0	2	2	0	40	0	126	0	166	1574	0	0	1458	40	0	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY COLORADO
ROUTE BRA1F

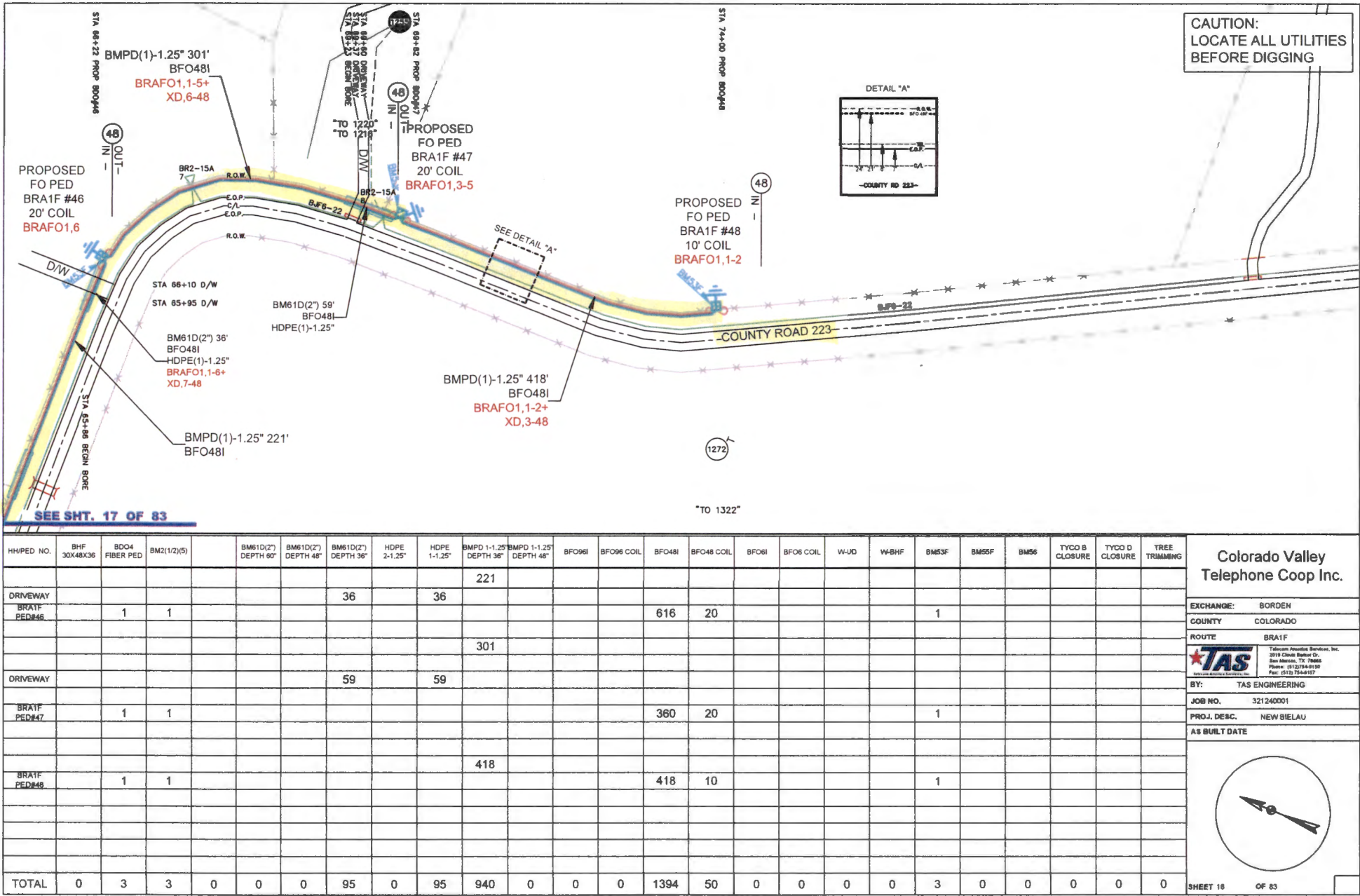
BY: TAS ENGINEERING
JOB NO. 321240001
PROJ. DESC. NEW BIELAU
AS BUILT DATE

SHEET 17 OF 83

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING



HY/PE NO.	BHF 30X48X36	BDC4 FIBER PED	BM2(1/2)(5)		BM51D(4") DEPTH 60"	BM51D(4") DEPTH 48"	BM51D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 2-1.25" DEPTH 48"	BMPD 1-0.75" DEPTH 48"	BFO98I	BFO96 COIL	BFO48I	BFO46 COIL	BFO8I	BFO6 COIL	W-UD	W-BHF	BM53F	BM55F		TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRATF H#10 BRATF PED#8	1		1							756			756	120		60		60	1			1			1
FM 155		1			70			70			10					10	10								
BRATF-3 PED#1		1	1											70	10					1					
DRIVEWAY						67		67																	
CULVERT					86			86		400															
(EX382F+4#17) BRATF H#9 BRATF PED#9		1										553	120				60	1	1					1	
										10						10	10								
CULVERT					156			156		227															
BRATF H#10 BRATF PED#10	1		1									383	120				60	1			1			1	
		1								10						10	10								
FM 155					120			120																	
TOTAL	2	4	3	0	432	67	0	499	0	1383	30	1692	360	70	70	30	210	3	1	1	2	0	0	3	0

COMMISSIONER'S COURT REGULAR MEETING

SEE SHT. 4 OF 83

CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

H/W/PED NO.	BHF 30X48X36	BDO4 FIBER PED	BM2(1/2)(5)	BM51D(2") DEPTH 60"	BM51D(2") DEPTH 48"	BM51D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO48I	BFO48 COIL	BFO48I	BFO48 COIL	BFO48I	BFO48 COIL	W-U/D	W-B/HF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
									645															
BRA1F-10 PED#1		1	1										765	20					1					
									826															
BRA1F-10 PED#2		1	1										826	20					1					
										146														
CULVERT						123		123																
TOTAL	0	2	2	0	0	0	123	0	123	1617	0	0	0	1591	40	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY COLORADO
ROUTE BRA1F-10

TAS
Telecom America Services, Inc.
241 E. Grand Avenue Dr.
San Marcos, TX 78666
Phone: (512) 784-9156
Fax: (512) 784-9157

BY: TAS ENGINEERING
JOB NO. 321240001
PROJ. DESC. NEW BELAU
AS BUILT DATE

SHEET 22 OF 83

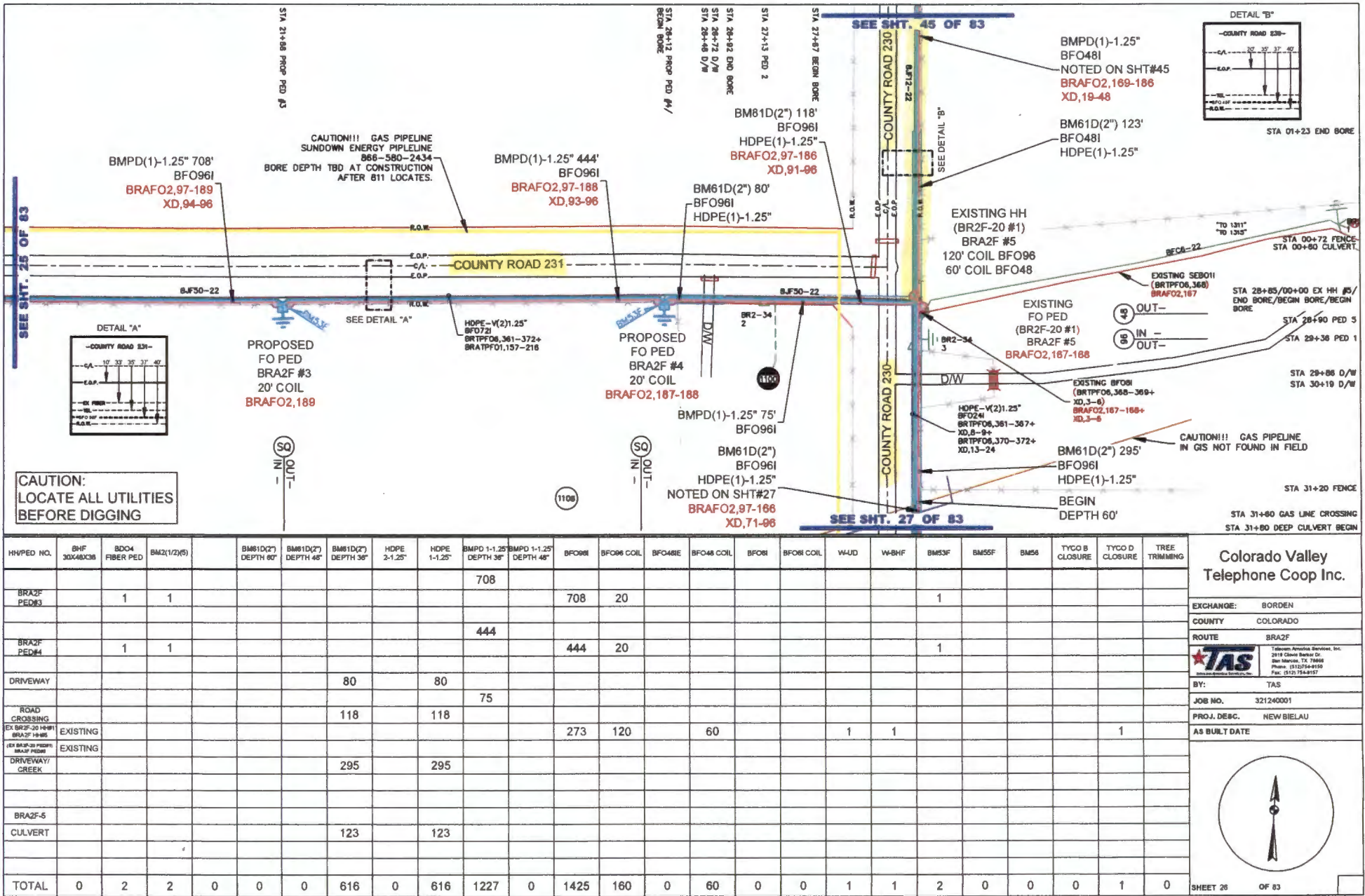
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



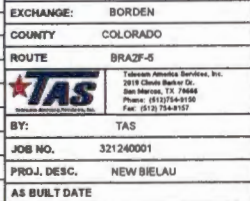
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING



COMMISSIONER'S COURT REGULAR MEETING

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY: COLORADO

ROUTE: BRA2F-5

BY: TAS

JOB NO.: 321240001

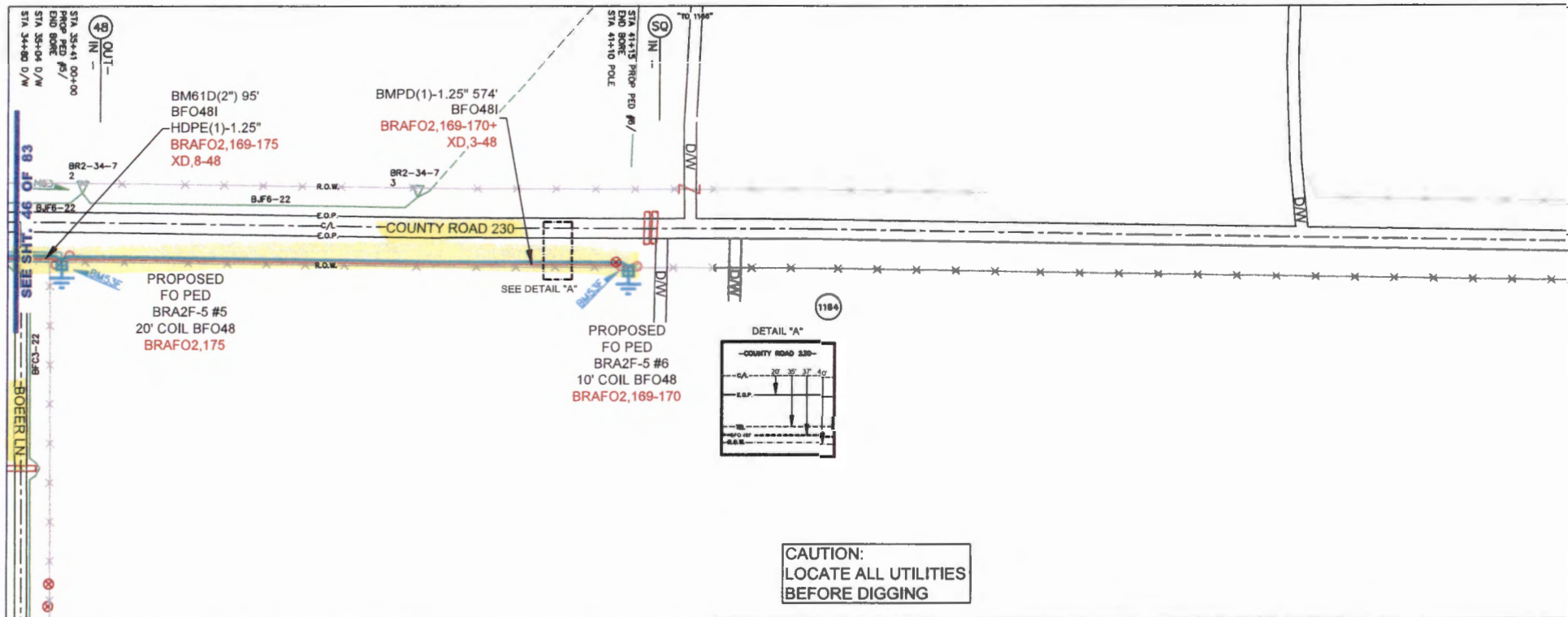
PROJ. DESC.: NEW BIELAU

AS BUILT DATE:

HWYED NO.	BHF 30X48X36	BOD4 FIBER PED	BM2(1/2)(5)	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 48"	BM61D(2) DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO48I	BFO48I COIL	BFO48I	BFO48I COIL	BFO6I	BFO6I COIL	W-JD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
DRIVEWAY/ TREES BRA2F-5 PED#3		1	1			280		280					564	20					1					
TREES					396			396		106														
DRIVEWAY BRA2F-5 PED#4		1	1			66		66					568	20					1					
									744															
TOTAL	0	2	2	0	0	0	742	0	742	850	0	0	0	1132	40	0	0	0	2	0	0	0	0	0

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024

[illegible]

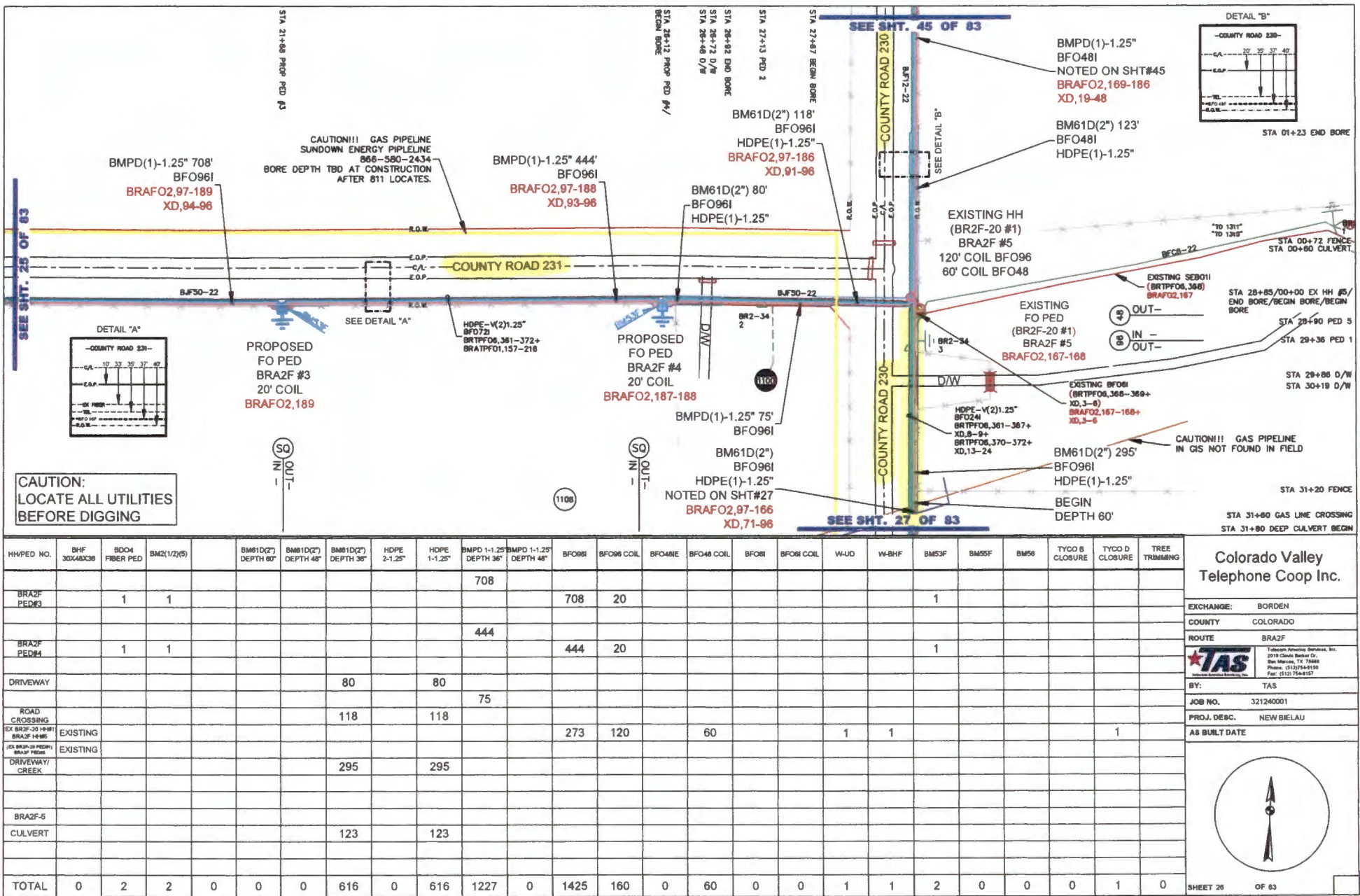
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024

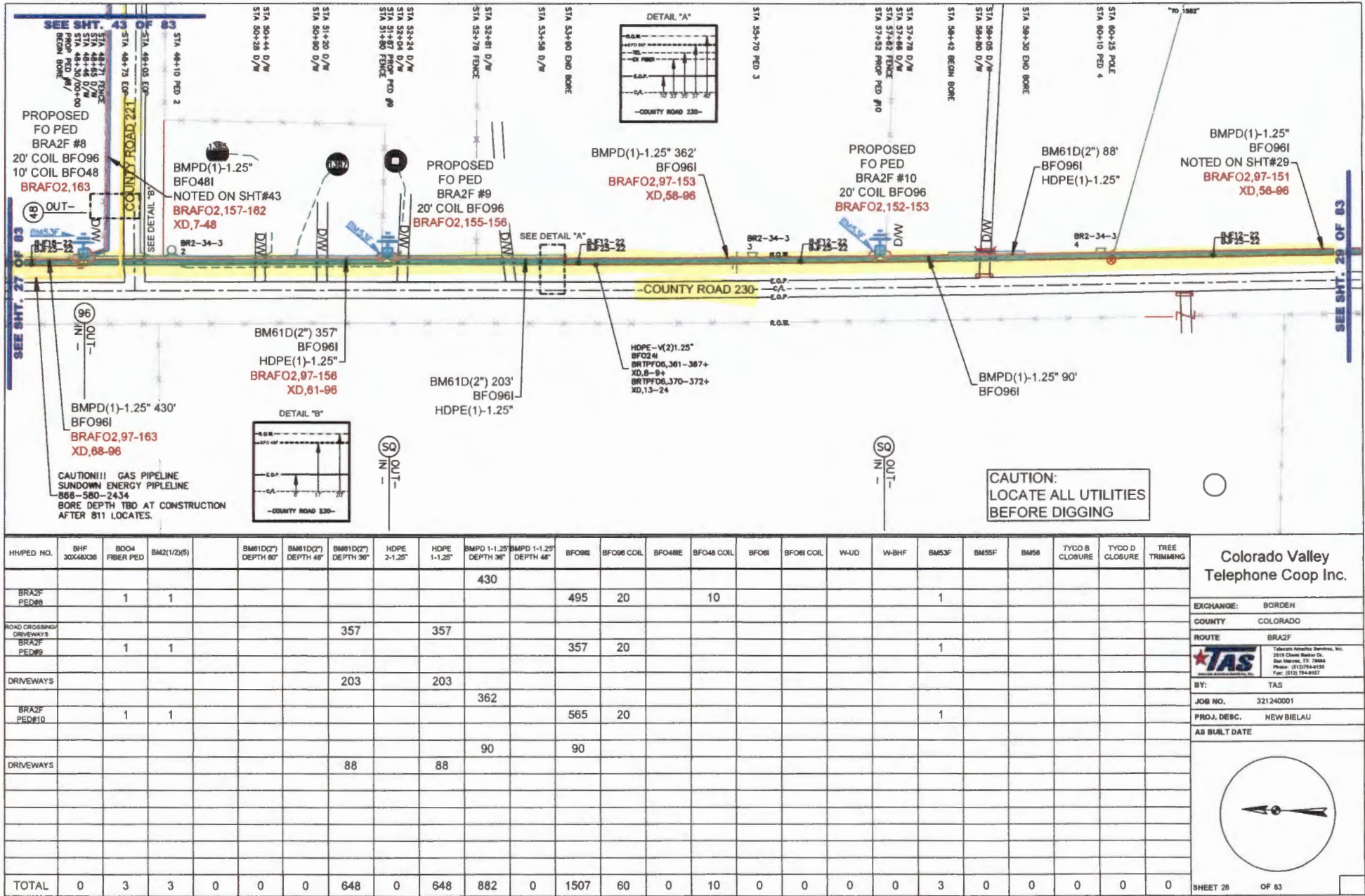


COMMISSIONER'S COURT REGULAR MEETING

[illegible]

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

COMMISSIONER'S COURT REGULAR MEETING

SEE SHT. 29 OF 83

BMPD(1)-1.25" 465' BFO96I
BRAFO2,97-148+ XD,53-96

PROPOSED FO PED
BRA2F #14
20' COIL
BRAFO2,148

BR2-34-1 SA

BMPD(1)-1.25" 455' BFO96I

BM61D(2)" 58' BFO96I
HDPE(1)-1.25"

BR2-34-3 SB

BMPD(1)-1.25" 72' BFO96I
BRAFO2,97-147+ XD,52-96

PROPOSED FO PED
BRA2F #15
20' COIL
BRAFO2,147

BMPD(1)-1.25" 518' BFO96I
BRAFO2,97-146+ XD,51-96

PROPOSED FO PED
BRA2F #16
20' COIL
BRAFO2,146

BMPD(1)-1.25" BFO96I
NOTED ON SHT#31-
BRAFO2,97-145+ XD,50-96

DETAIL "A"

SEE DETAIL "A"

COUNTY ROAD 230

CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING


HHPED NO.	BHF 30X48X36	BDO4 FIBER PED	BM2(1/2)(5)		BM81D(2) DEPTH 80"	BM81D(2) DEPTH 48"	BM81D(2) DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMFD 1-1.25" DEPTH 36"	BMFD 1-1.25" DEPTH 48"	BFO98I	BFO96 COIL	BFO48IE	BFO46 COIL	BFO6I	BFO6 COIL	W-UID	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRAZF PED#14		1	1							465		465	20								1				
CULVERT										455															
LARGE TREE & FINER MARKER							58		58	72											1				
BRAZF PED#15		1	1									585	20								1				
										518															
BRAZF PED#16		1	1									518	20								1				
TOTAL	0	3	3	0	0	0	58	0	58	1510	0	1568	60	0	0	0	0	0	0	0	4	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY: COLORADO

ROUTE: BRAZF




TAS Engineering Services, Inc.
2519 Chula Vista Blvd.
San Marcos, TX 78666
Phone: (512) 754-9150
Fax: (512) 754-8157

BY: TAS ENGINEERING

JOB NO. 321240001

PROJ. DESC. NEW BIELAU

AS BUILT DATE

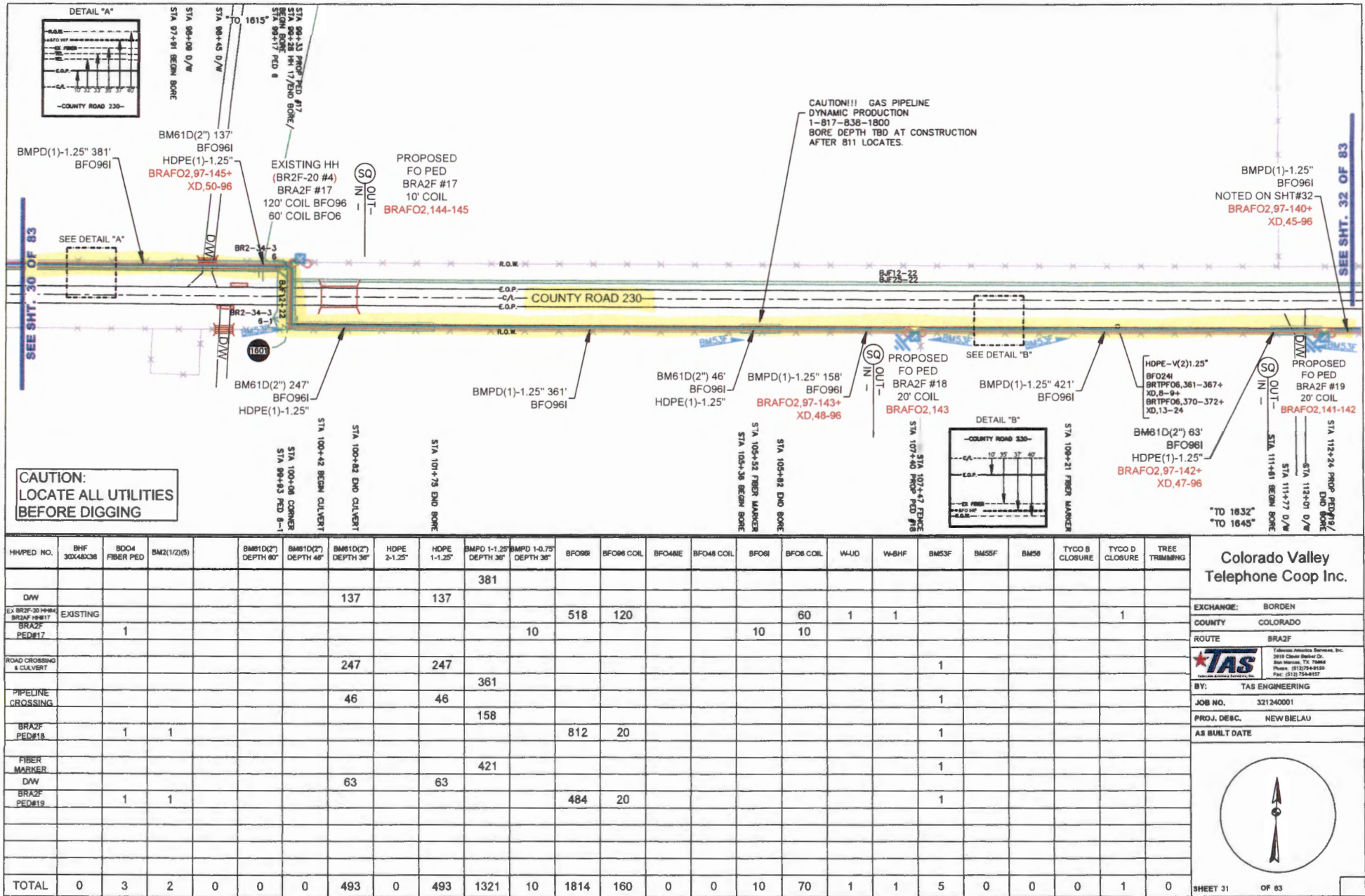


SHEET 30 OF 53

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

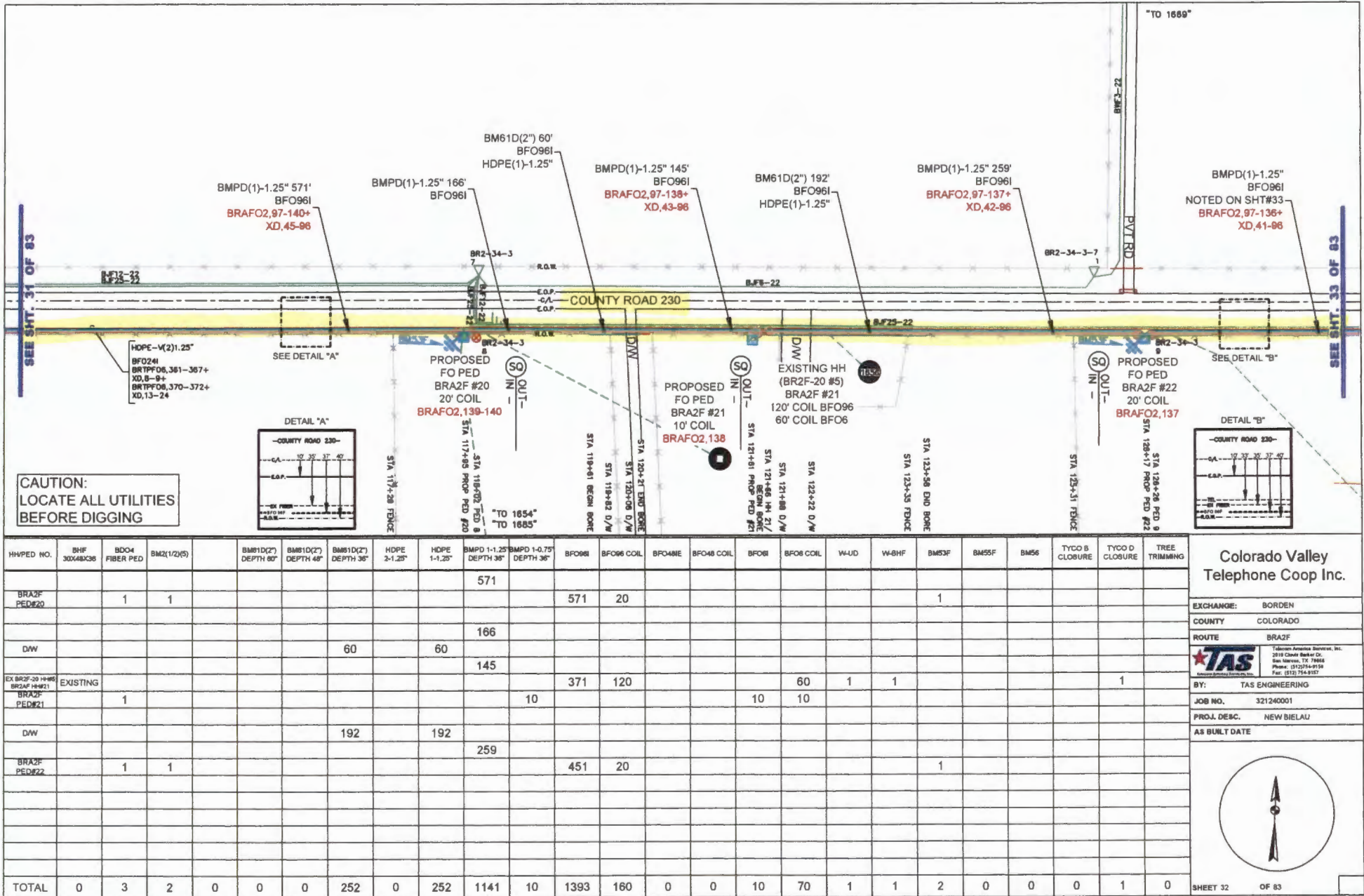
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

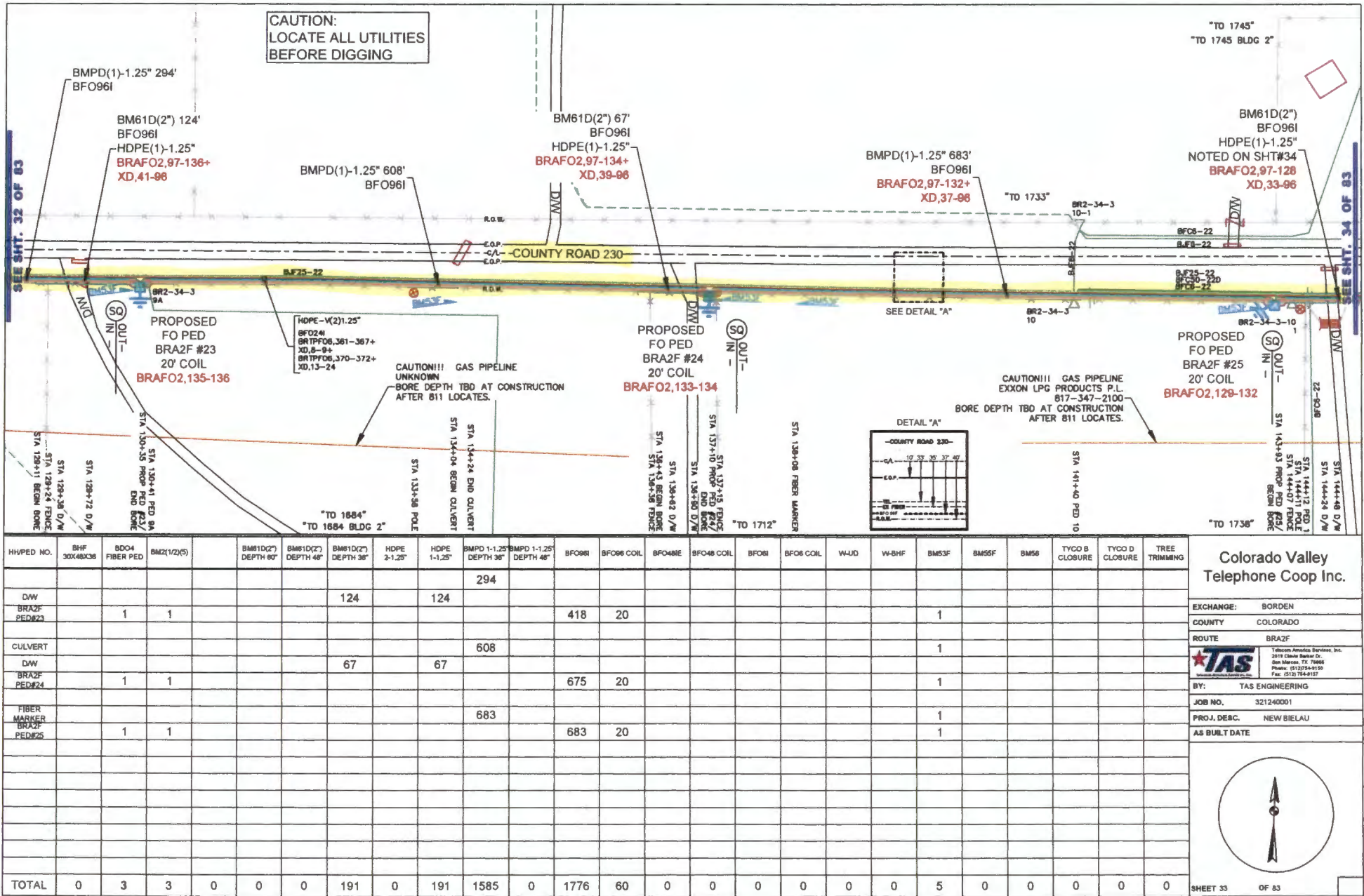
May 13, 2024



MINUTES OF THE COLORADO COUNTY

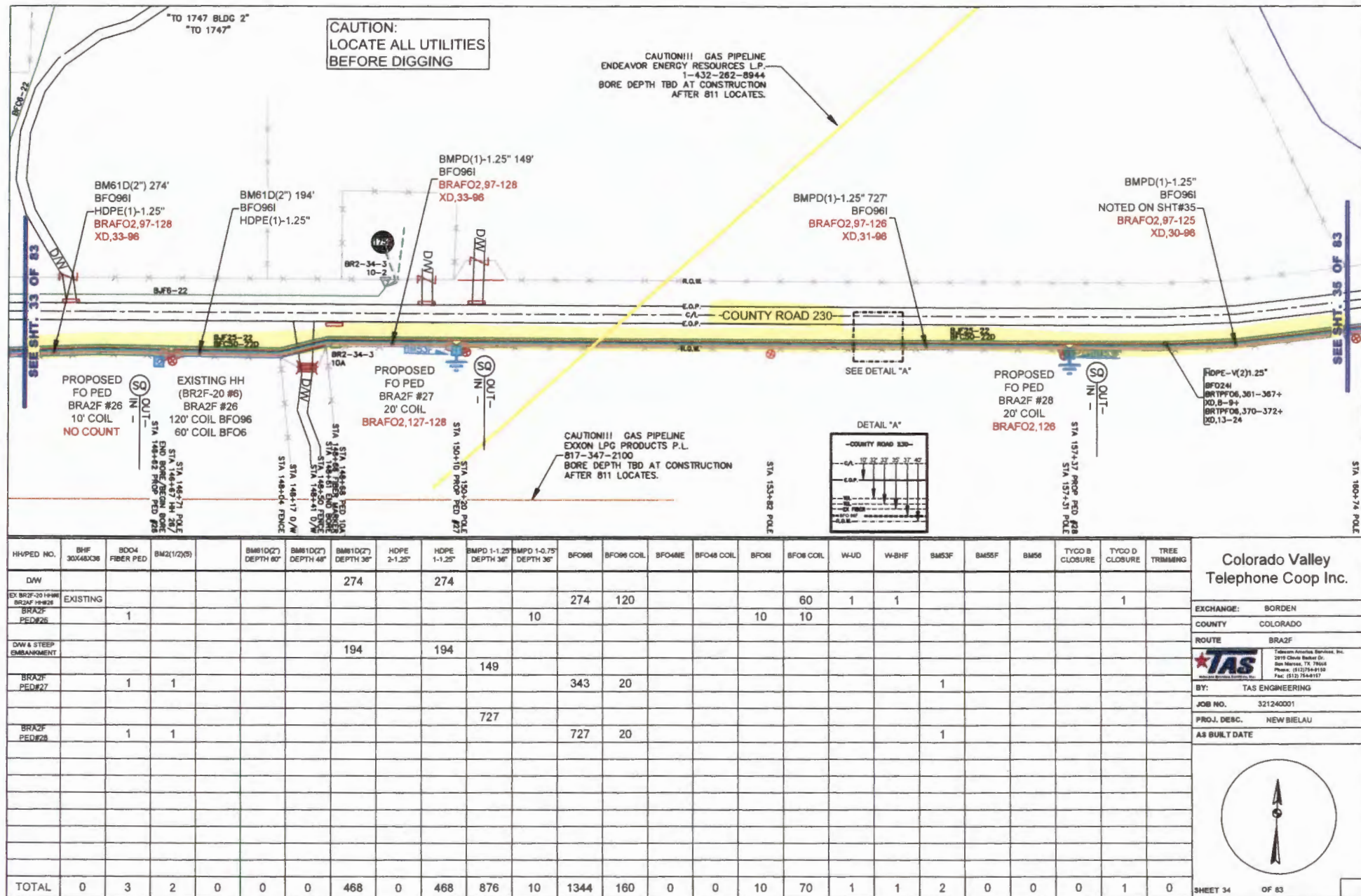
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

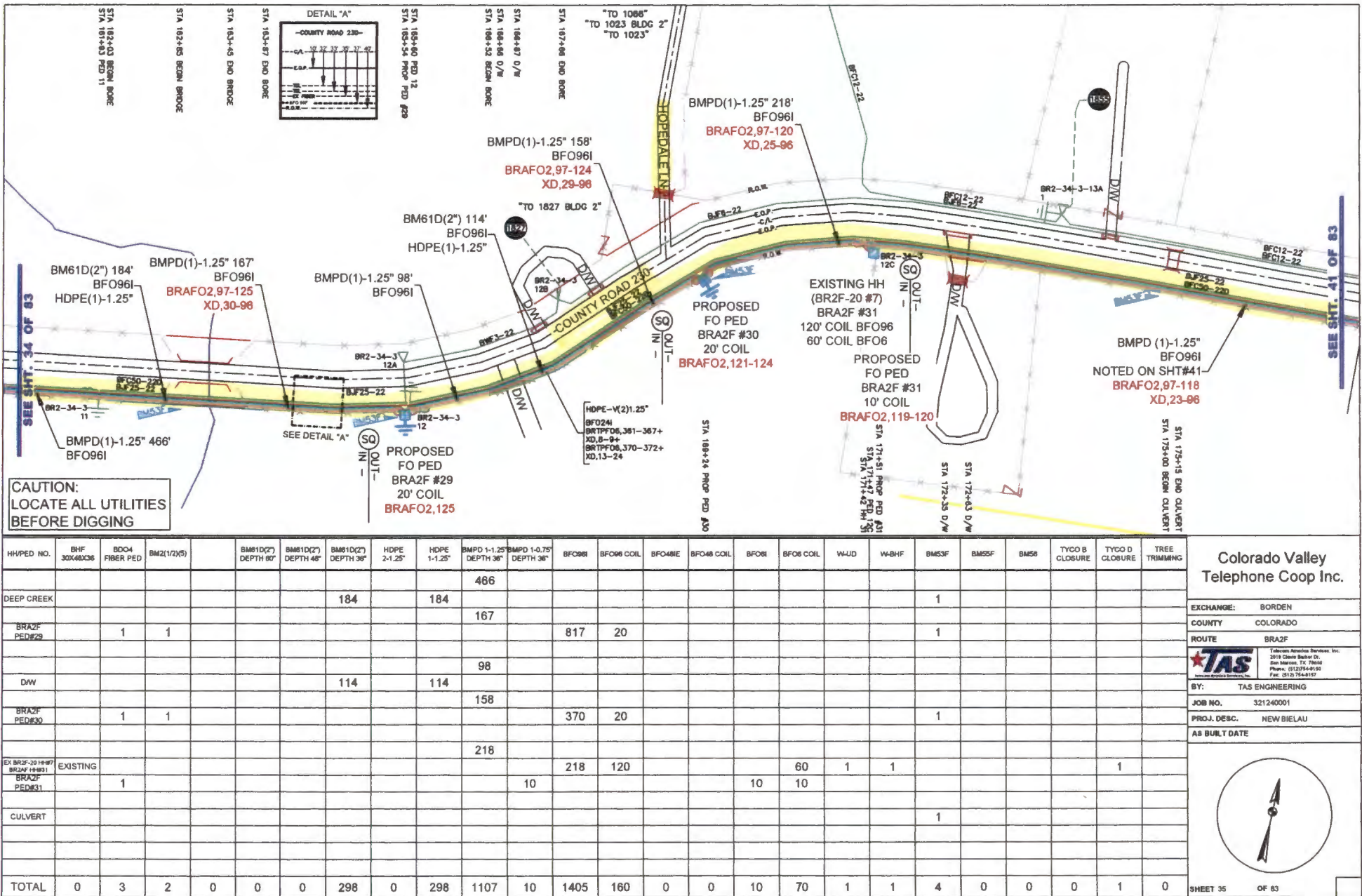
May 13, 2024



MINUTES OF THE COLORADO COUNTY

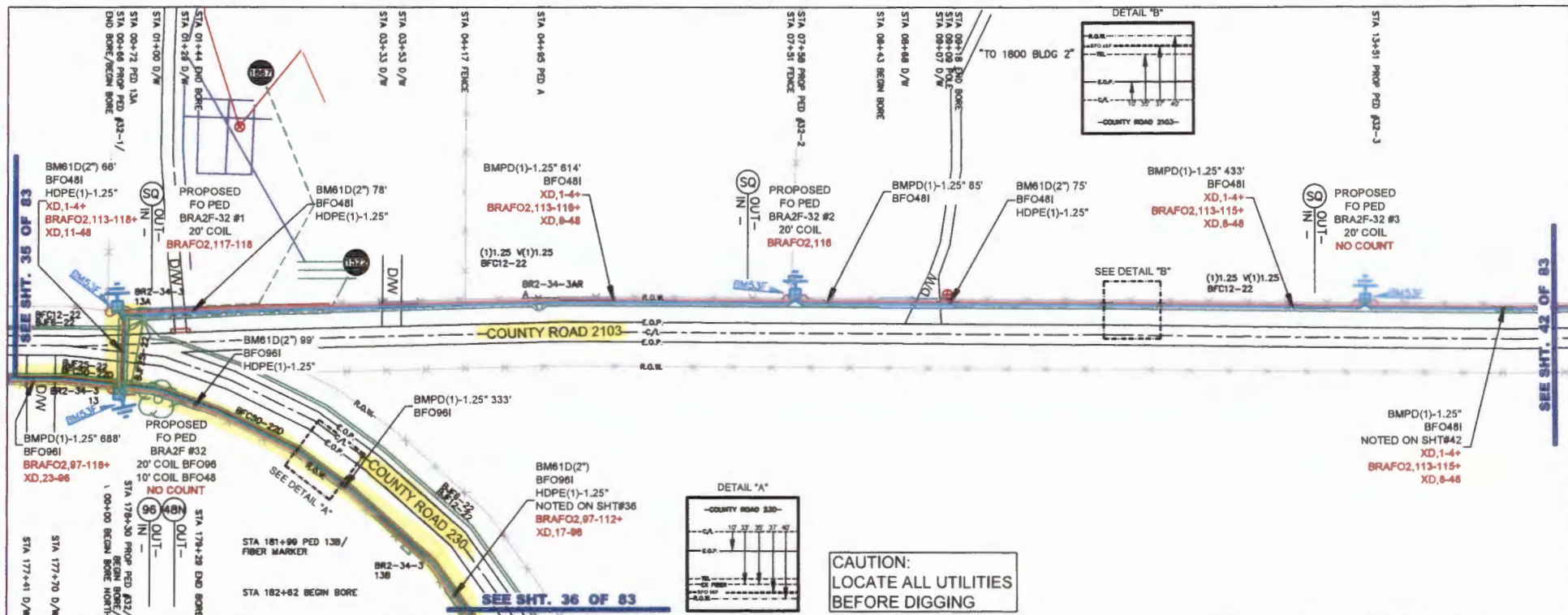
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



HWPED NO.	BHF 30X48X36	BDO4 FIBER PED	BM2(1/2)(5)		BM81D(2") DEPTH 60"	BM81D(2") DEPTH 48"	BM81D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO98I	BFO96 COIL	BFO48I	BFO46 COIL	BFO6I	BFO8 COIL	W4UD	W4-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRA2F PED#29		1	1							688		688	20		10						1				
OAK TREE FIBER MARKER							99		99																
										333															
ROAD CROSSING BRA2F-32 PED#1		1	1				66		66					66	20						1				
DW							78		78																
BRA2F-32 PED#2		1	1							614				692	20						1				
										85															
DW							75		75																
BRA2F-32 PED#3		1	1							433				593	20						1				
TOTAL	0	4	4	0	0	0	318	0	318	2153	0	688	20	1351	70	0	0	0	0	4	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY COLORADO

ROUTE BRA2F, BRA2F-32

T Asmore Associates Services, Inc.
 3318 Glenda Warner Dr.
 San Antonio, TX 78208
 Phone: (512) 754-9149
 Fax: (512) 754-1157

BY: TAS ENGINEERING

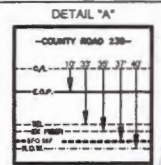
JOB NO. 321240001

PROJ. DESC. NEW BIELAU

AS BUILT DATE

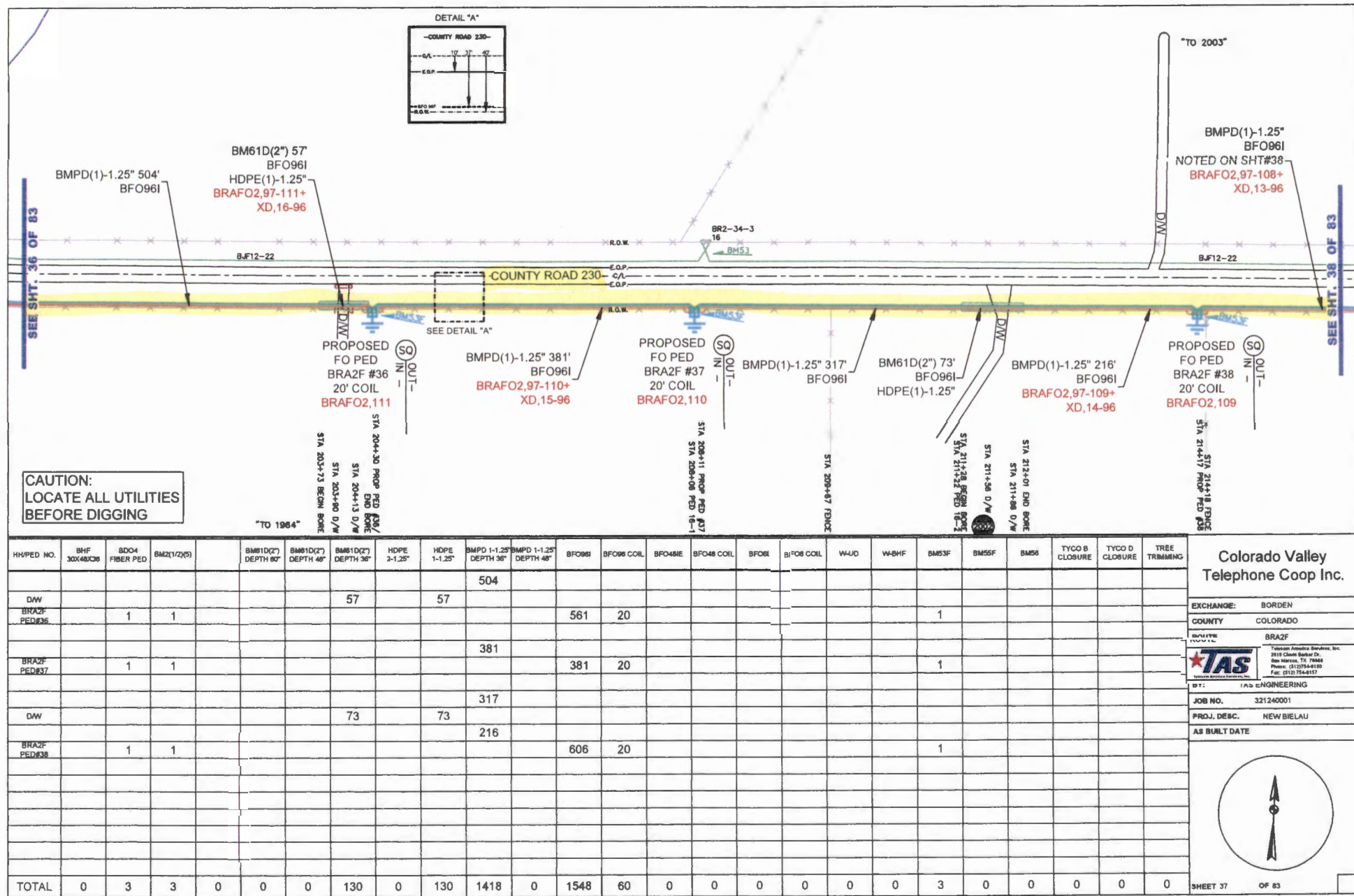
SHEET 41 OF 83

COMMISSIONER'S COURT REGULAR MEETING

[illegible]

COMMISSIONER'S COURT REGULAR MEETING

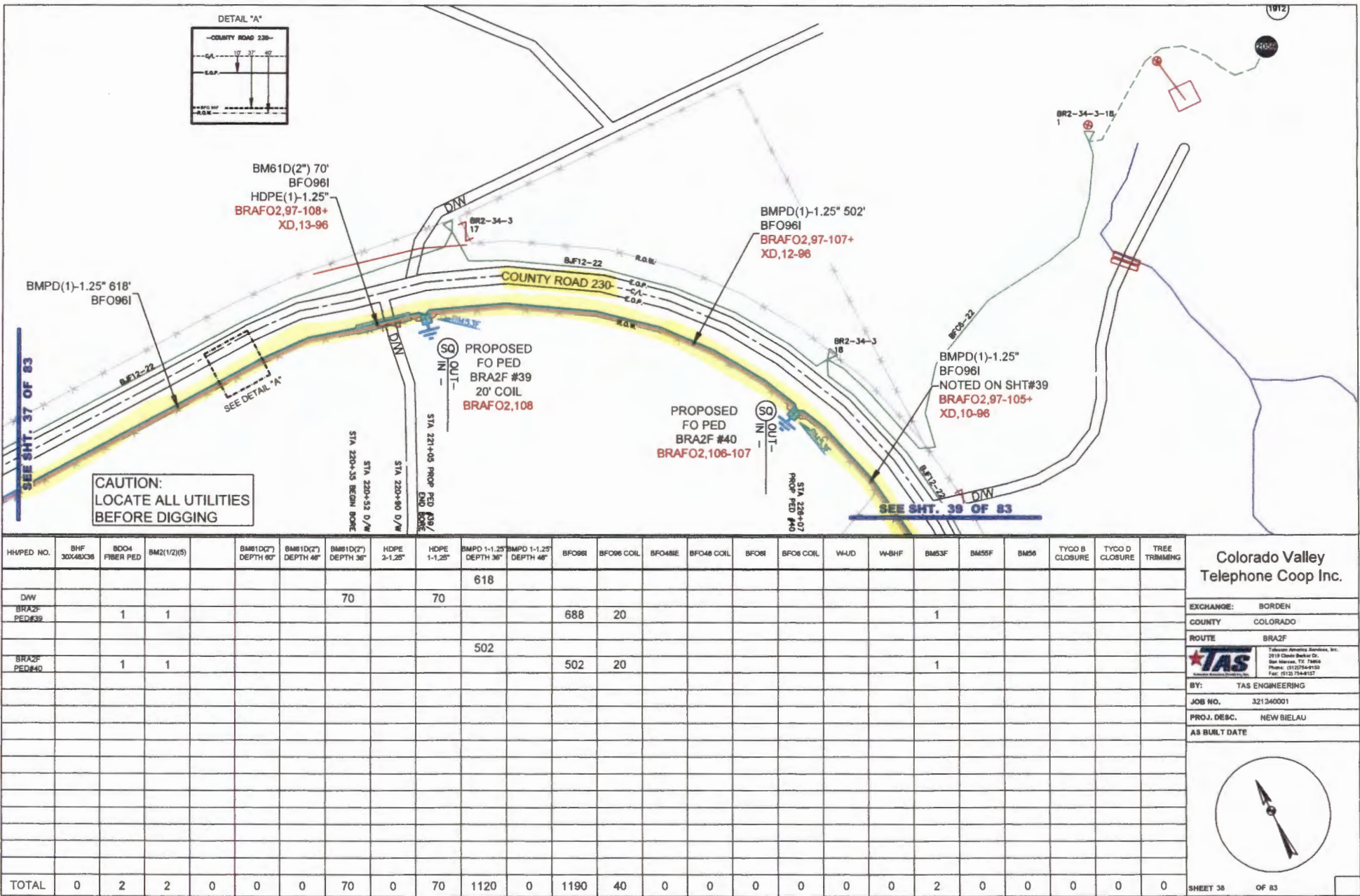
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



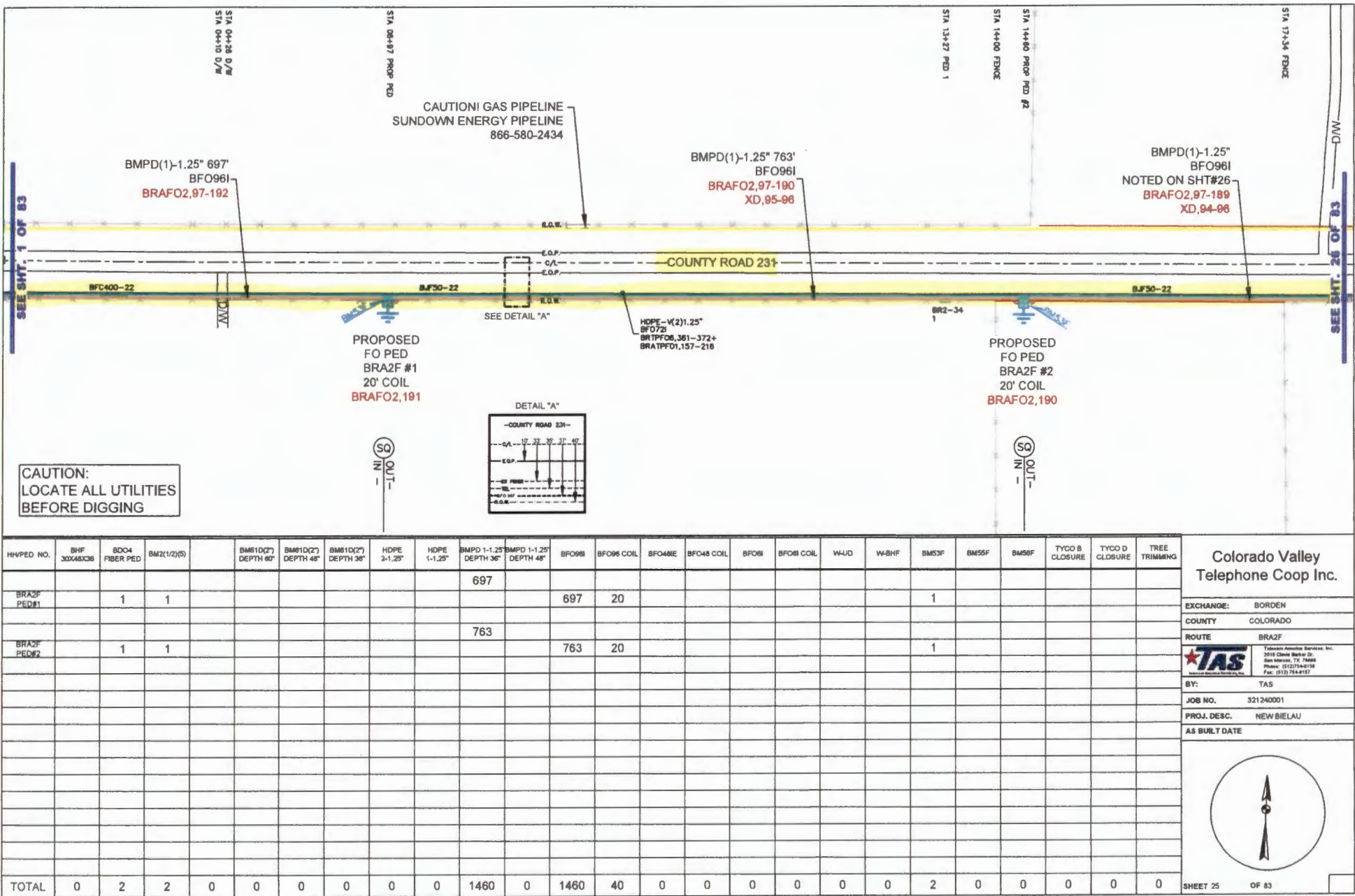
May 13, 2024

[illegible]

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

DETAIL "B"

COUNTY ROAD 238

20' 35' 40'

E.O.P.

TEL

R.O.S.

STA 01+23 END BORE

STA 00+72 FENCE

STA 00+80 CULVERT

STA 28+85/00+00 EX 1H #5 END BORE/BEGIN BORE

STA 28+90 PED

STA 29+36 PED

STA 29+86 D/A

STA 30+19 D/A

CAUTION!!! GAS PIPELINE

GAS NOT FOUND IN FIELD

STA 31+20 FENCE

STA 31+60 GAS LINE CROSSING

STA 31+80 DEEP CULVERT BEGIN



H/WPED NO.	BHF 30X48/36	BDO4 FIBER PED	BM2(1/2)(5)		BM81D(2) DEPTH 60"	BM81D(2) DEPTH 48"	BM81D(2) DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMFD 1-1.25" DEPTH 36"	BMFD 1-1.25" DEPTH 48"	BFO86I	BFO86 COIL	BFO48IE	BFO48 COIL	BFO6I	BFO6I COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
										708															
BRA2F PED#3		1	1									708	20							1					
										444															
BRA2F PED#4		1	1									444	20							1					
DRIVEWAY							80		80																
										75															
ROAD CROSSING EX BRA2F-20 10-81 BRA2F 10-85	EXISTING						118		118															1	
(EX BRA2F-20 PED#1) BRA2F 10-85	EXISTING											273	120		60			1	1						
DRIVEWAY/ CREEK							295		295																
BRA2F-5																									
CULVERT							123		123																
TOTAL	0	2	2	0	0	0	616	0	616	1227	0	1425	160	0	60	0	0	1	1	2	0	0	0	1	0

Colorado Valley
Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY: COLORADO

ROUTE: BRA2F

BY: TAS

JOB NO. 321240001

PROJ. DESC. NEW BIELAU

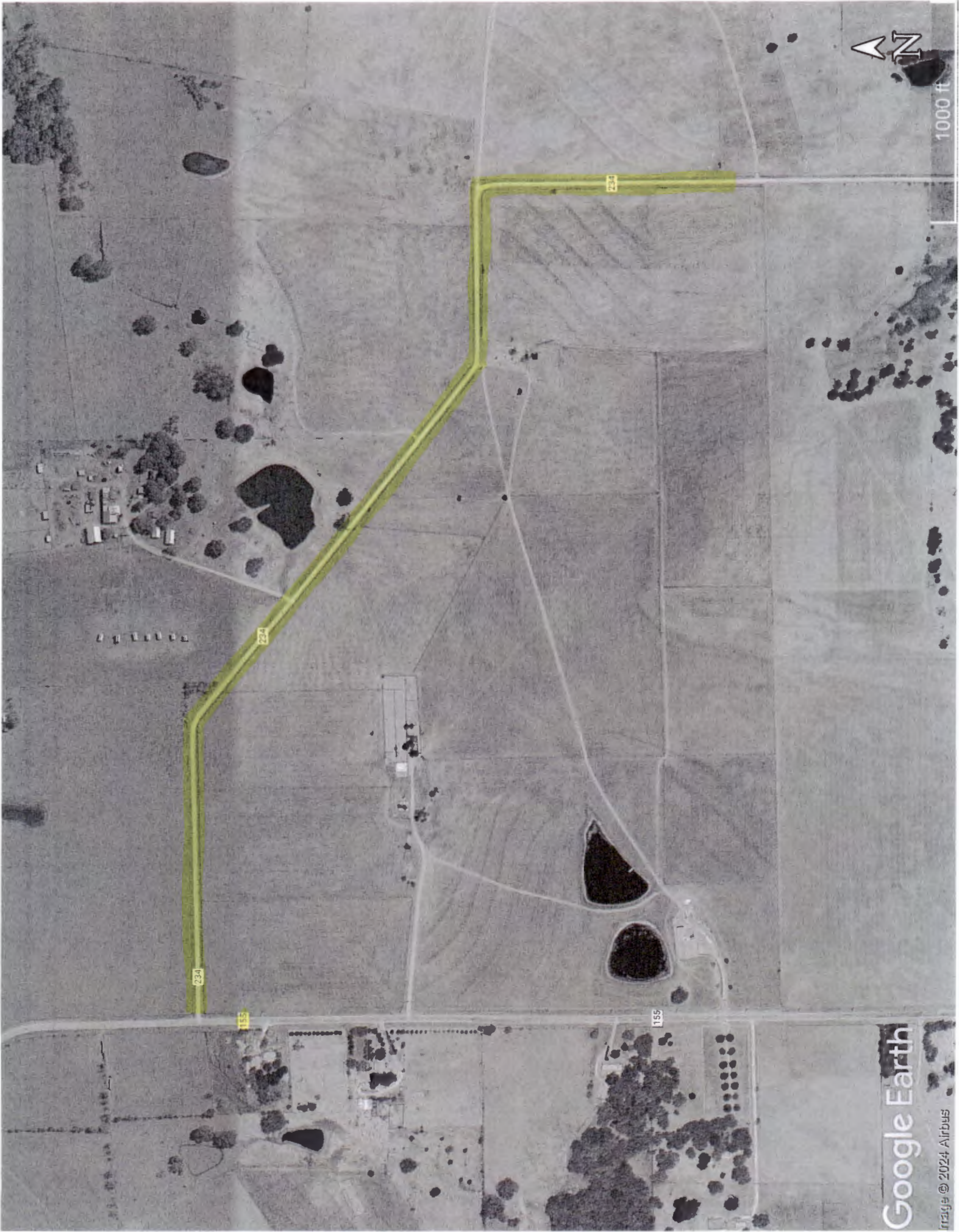
AS BUILT DATE

T-Systems America, Services, Inc.
 2018 Claude Barker Dr.
 San Marcos, TX 78666
 Phone: (512) 754-9150
 Fax: (512) 754-9157

SHEET 26

OF 83

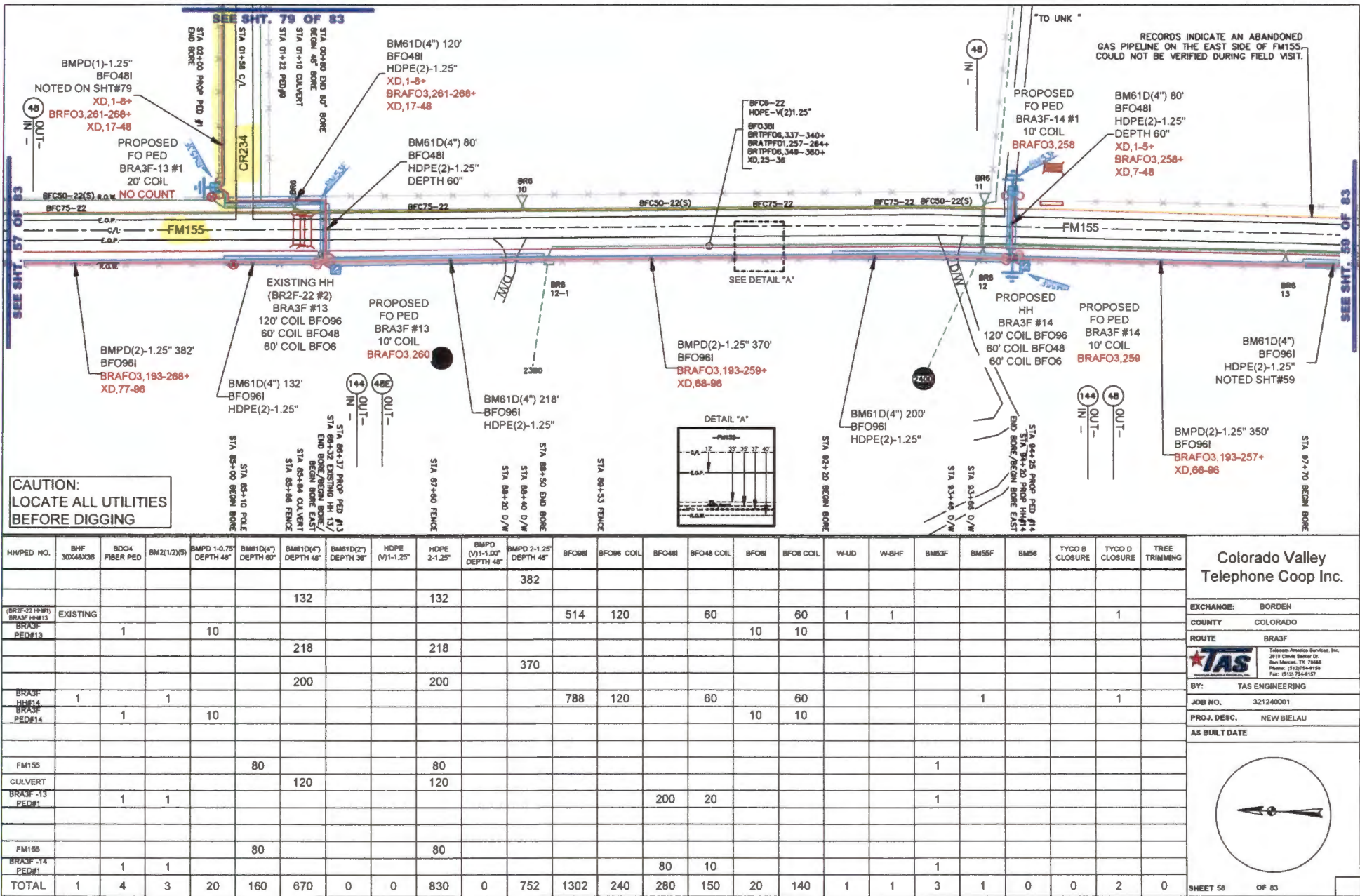
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

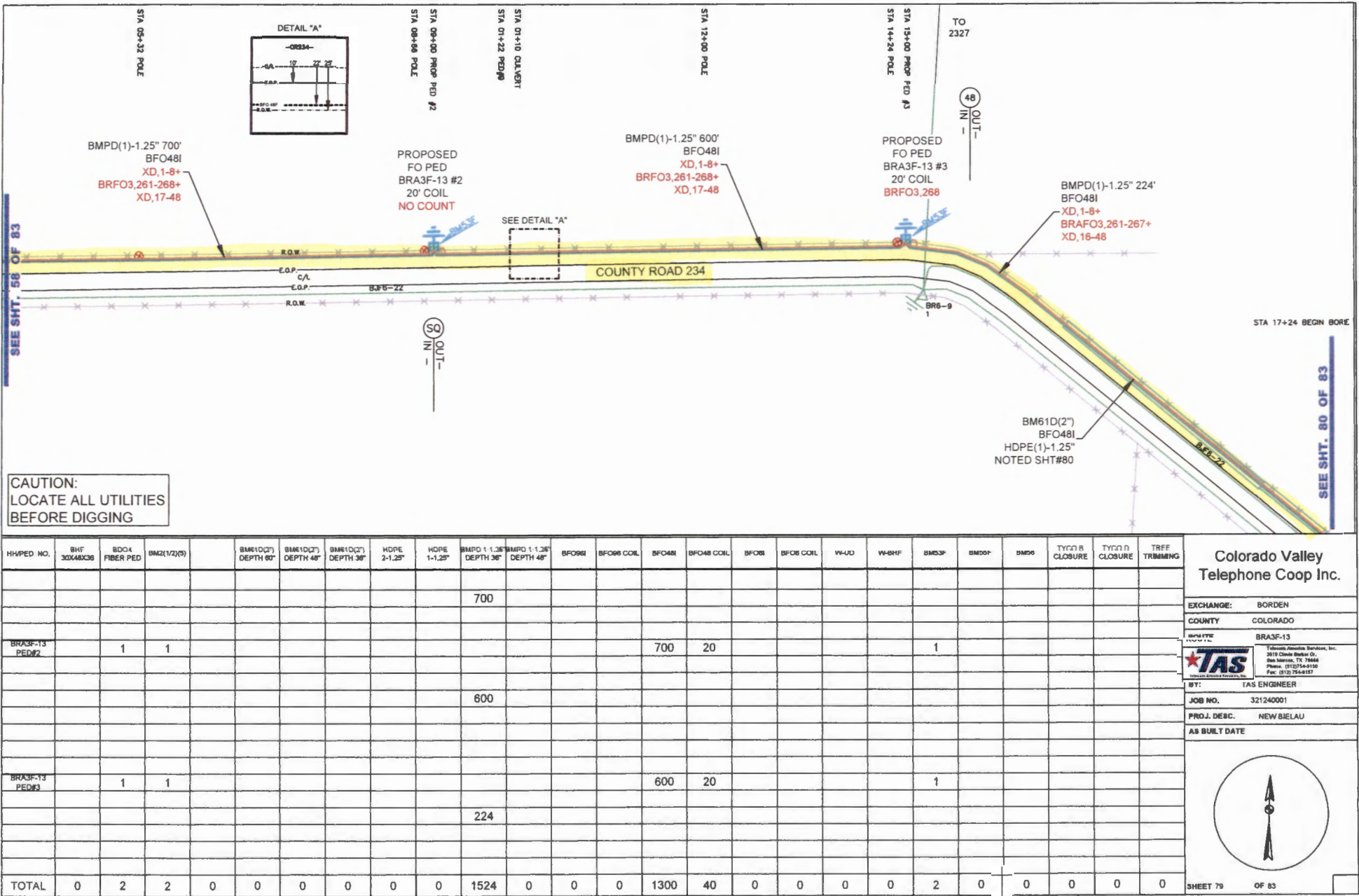
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

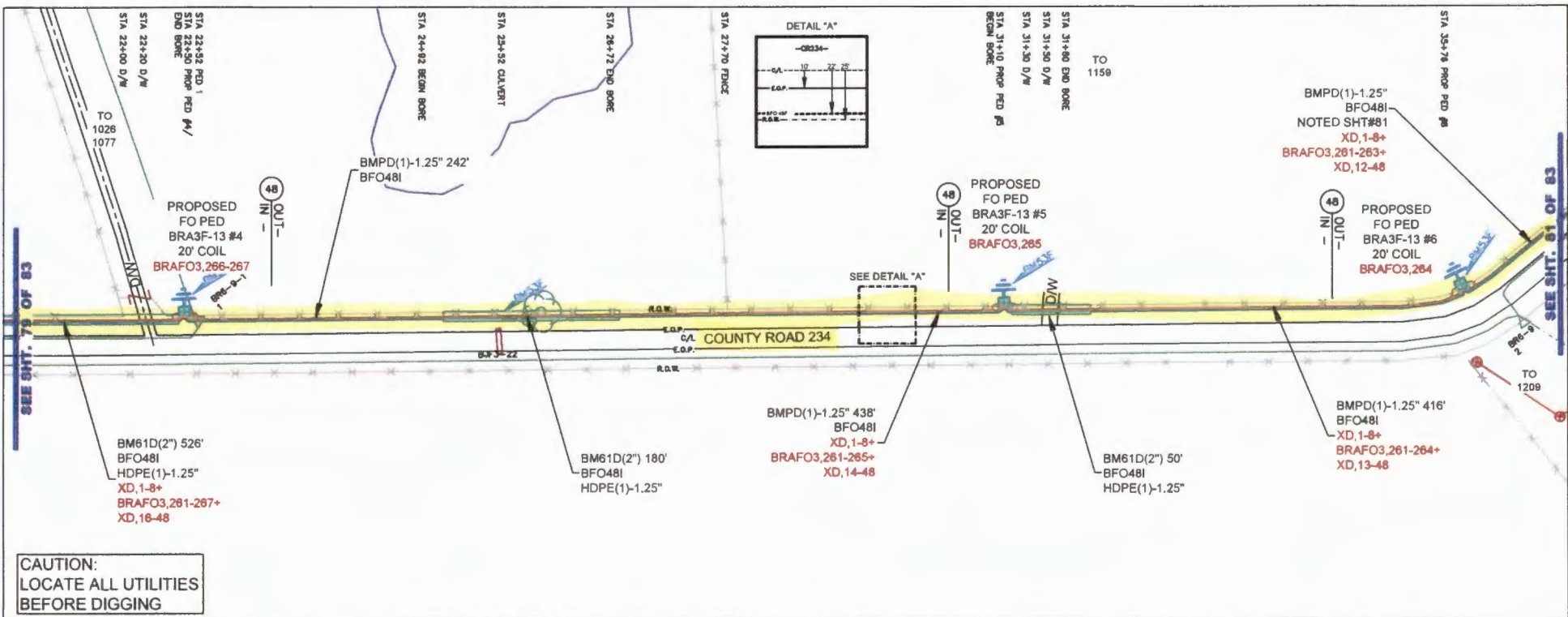
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

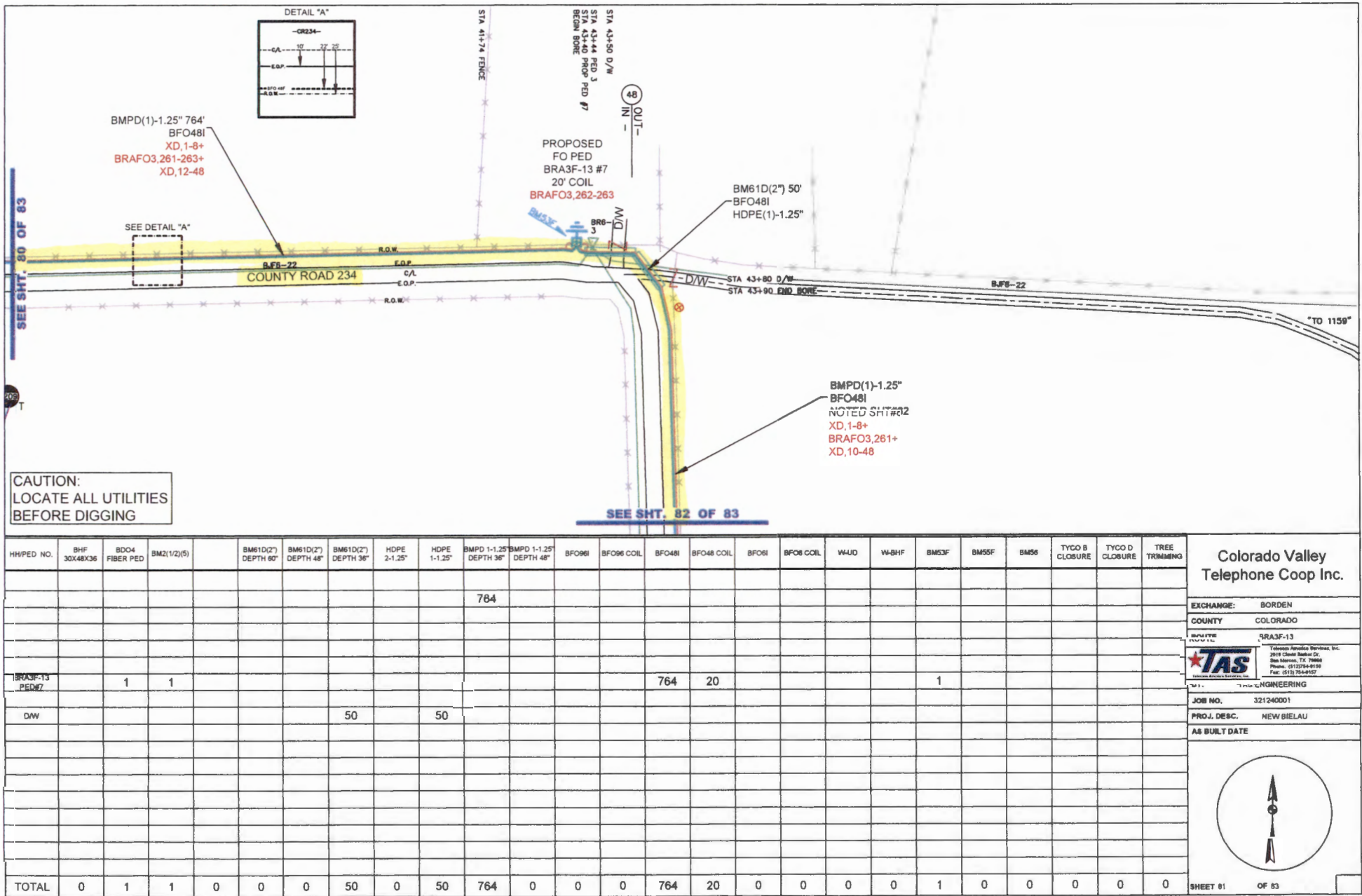
May 13, 2024



Colorado Valley Telephone Coop Inc.																									
HYDRO NO.	BHF 30X40X36	BDO4 FIBER PED	BM2(1/2)S		BM61D(2") DEPTH 60"	BM61D(2") DEPTH 48"	BM61D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO48I	BFO48I COIL	BFO44I	BFO48 COIL	BFO48I	BFO48 COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
						526		526																	
BRA3F-13 PED#4		1	1										750	20							1				
CULVERT						180		180		242											1				
BRA3F-13 PED#5 DW		1	1							438			860	20							1				
						50		50			416														
BRA3F-13 PED#6		1	1										466	20							1				
TOTAL	0	3	3	0	0	0	756	0	756	1096	0	0	0	2076	60	0	0	0	0	4	0	0	0	0	0
BY: TAS ENGINEERING																									
JOB NO. 321240001																									
PROJ. DESC. NEW BIELAU																									
AS BUILT DATE																									
<div><div>Colorado Valley Telephone Coop Inc.</div><div>EXCHANGE: BORDEN</div><div>COUNTY COLORADO</div><div>ROUTE BRA3F-13</div><div><div><div><div>TAS</div><div>Telephone America Services, Inc.</div><div>2816 Olive Branch Dr.</div><div>San Marcos, TX 78666</div><div>Phone: (512) 754-6150</div><div>Fax: (512) 754-6157</div></div></div><div>BY: TAS ENGINEERING</div><div>JOB NO. 321240001</div><div>PROJ. DESC. NEW BIELAU</div><div>AS BUILT DATE</div></div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></d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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

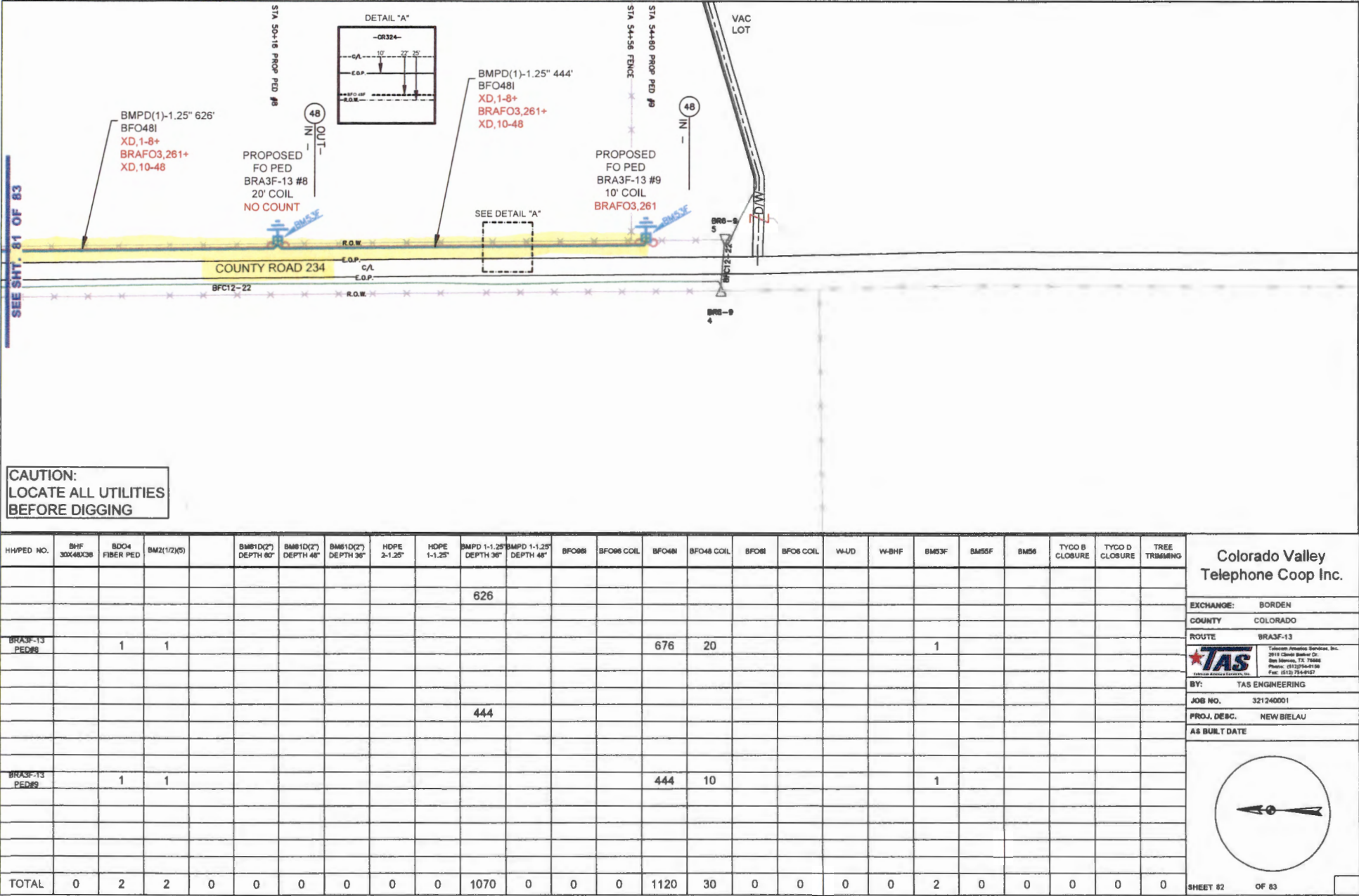
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



HH/PED NO.	BHF 30X40X36	BDO4 FIBER PED	BM2(1/2)5	BM61D(2") DEPTH 60"	BM61D(2") DEPTH 48"	BM61D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO68	BFO68 COIL	BFO48	BFO48 COIL	BFO8	BFO8 COIL	W-UD	W-BHF	BM3F	BM5F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
									626															
BRA3F-13 PED#8		1	1										676	20					1					
									444															
BRA3F-13 PED#9		1	1										444	10					1					
TOTAL	0	2	2	0	0	0	0	0	1070	0	0	0	1120	30	0	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY COLORADO

ROUTE BRA3F-13

TAS Telecom Assets Services, Inc.
2913 Clover Valley Dr.
San Marcos, TX 78666
Phone: (512)766-0196
Fax: (512)766-0197

BY: TAS ENGINEERING

JOB NO. 321240001

PROJ. DESC. NEW BIELAU

AS BUILT DATE



SHEET 82 OF 83

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



COMMISSIONER'S COURT REGULAR MEETING

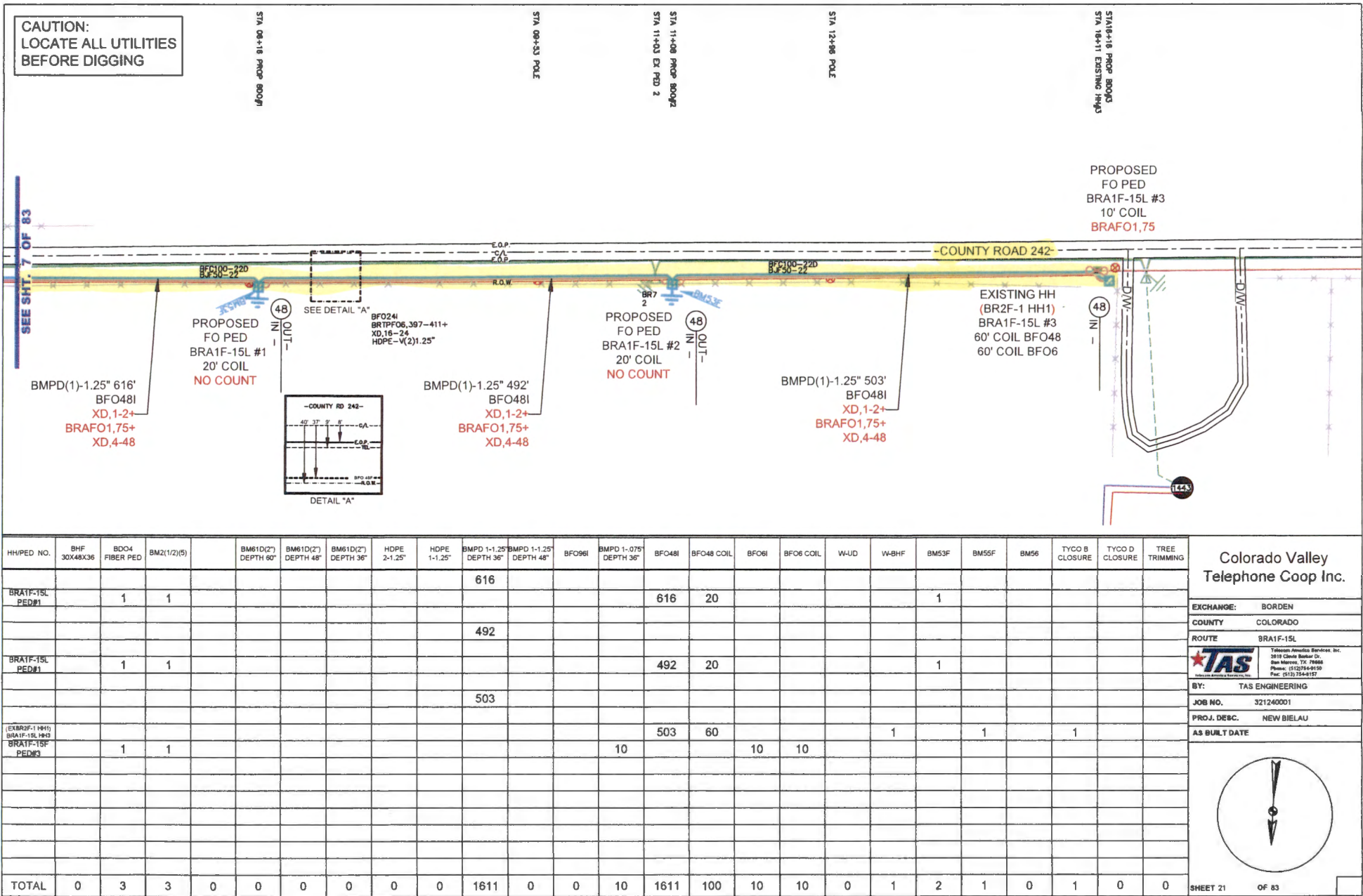


<h1 style="text-align: center;">Colorado Valley Telephone Coop Inc.</h1>	
EXCHANGE:	BORDEN
COUNTY	COLORADO
ROUTE	BRAIF
 <div style="float: right; text-align: right;"> Telephone America's Service, Inc. 2919 Claude Barkley Dr. San Marcos, TX 78666 Phone: (512) 754-6450 Fax: (512) 754-8157 </div>	
BY:	TAS ENGINEERING
JOB NO.	321240001
PROJ. DESC.	NEW BIELAU
AS BUILT DATE	
	
SHEET 7	OF 83

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



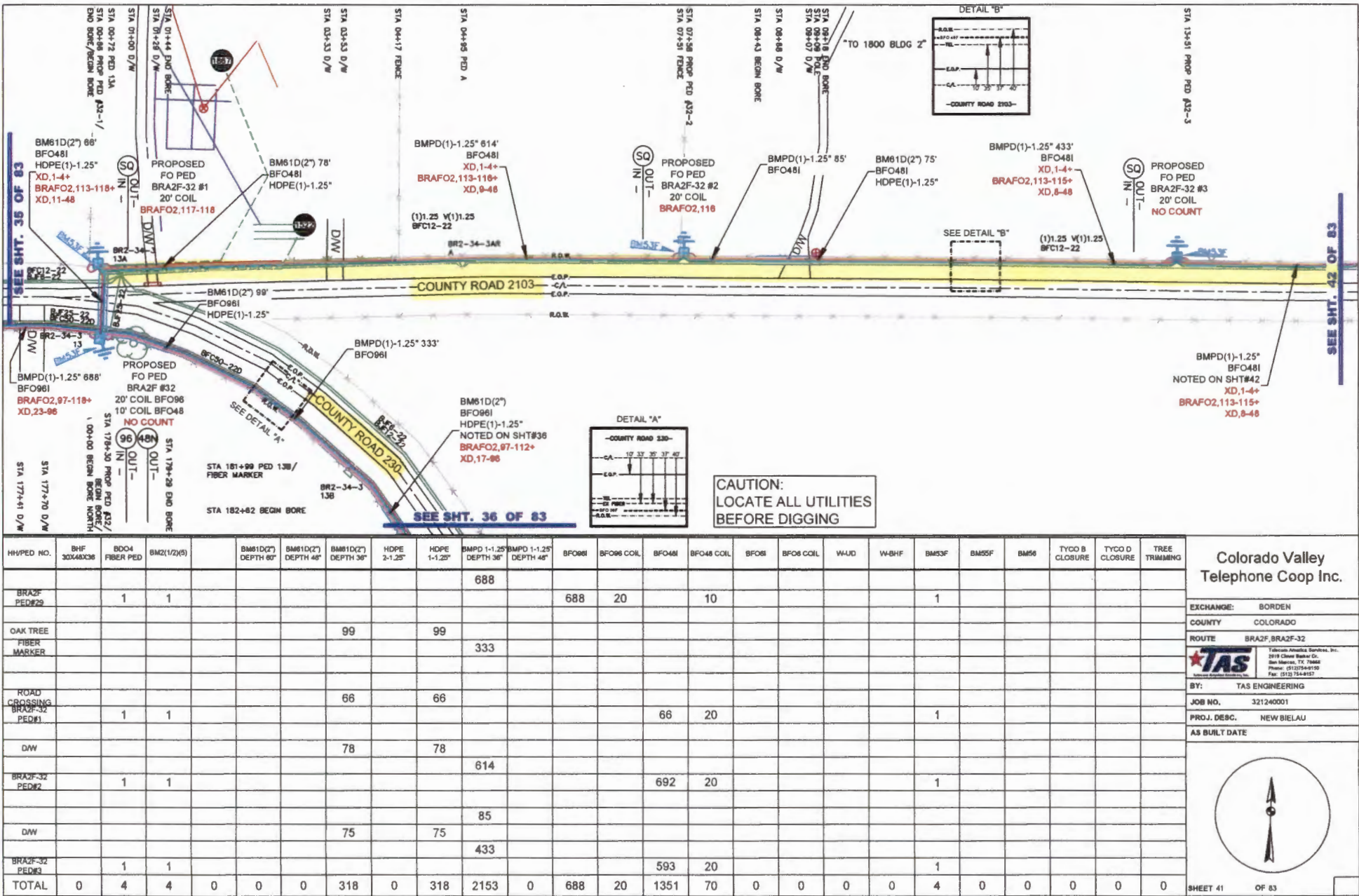
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

DETAIL "A"

PROPOSED
FO PED
BRA2F-32 #4
10' COIL
BRAFO2,113-115

SEE DETAIL "A"

BR2-34-3AR

BM53F

COUNTY ROAD 2103

BM61D(2") 81'
BFO48I
HDPE(1)-1.25"

BM61D(1)-1.25" 190'
BFO48I
XD,1-4+
BRAFO2,113-115+
XD,8-48

CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

H/W/PED NO.	BHF 30X48X36	BDO4 FIBER PED	BM2(1/2)(5)	BM61D(2") DEPTH 60"	BM61D(2") DEPTH 48"	BM61D(2") DEPTH 36"	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO6R	BFO6S COIL	BFO4R	BFO4S COIL	BFO6I	BFO6S COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
CULVERT						81		81	234															
BRA2F-32 PED#4		1	1						190				505	10					1					
TOTAL	0	1	1	0	0	0	81	0	81	424	0	0	0	505	10	0	0	0	0	1	0	0	0	0

Colorado Valley
Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY COLORADO
ROUTE BRA2F-32

BY: TAS ENGINEERING
JOB NO. 321240001
PROJ. DESC. NEW BIELAU
AS BUILT DATE

TAS
Telephone Cooperative Inc.
2819 Grand Street Dr.
San Marcos, TX 78666
Phone: (512) 754-6100
Fax: (512) 754-6157

SHEET 42 OF 83

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024



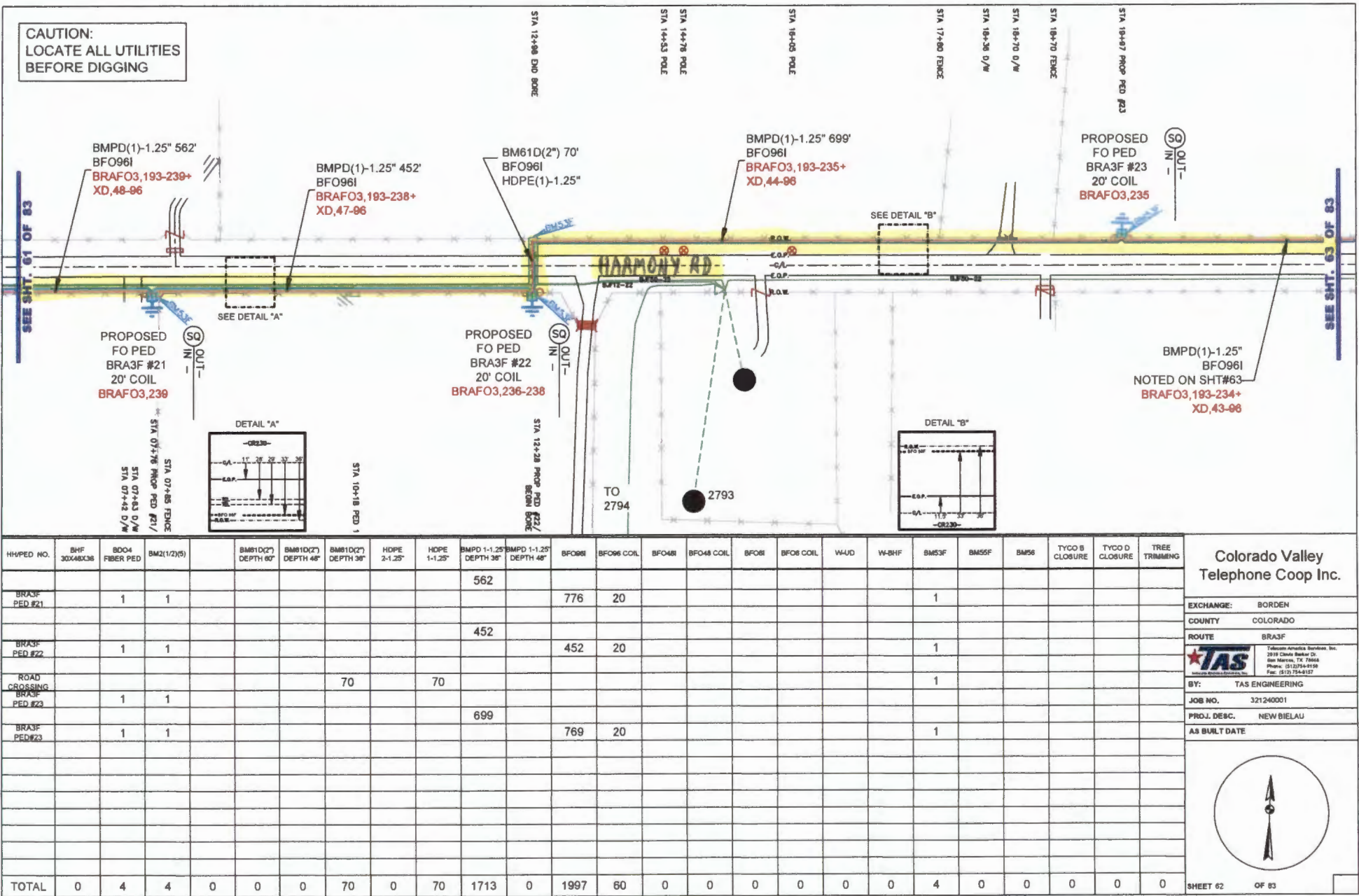
May 13, 2024



MINUTES OF THE COLORADO COUNTY

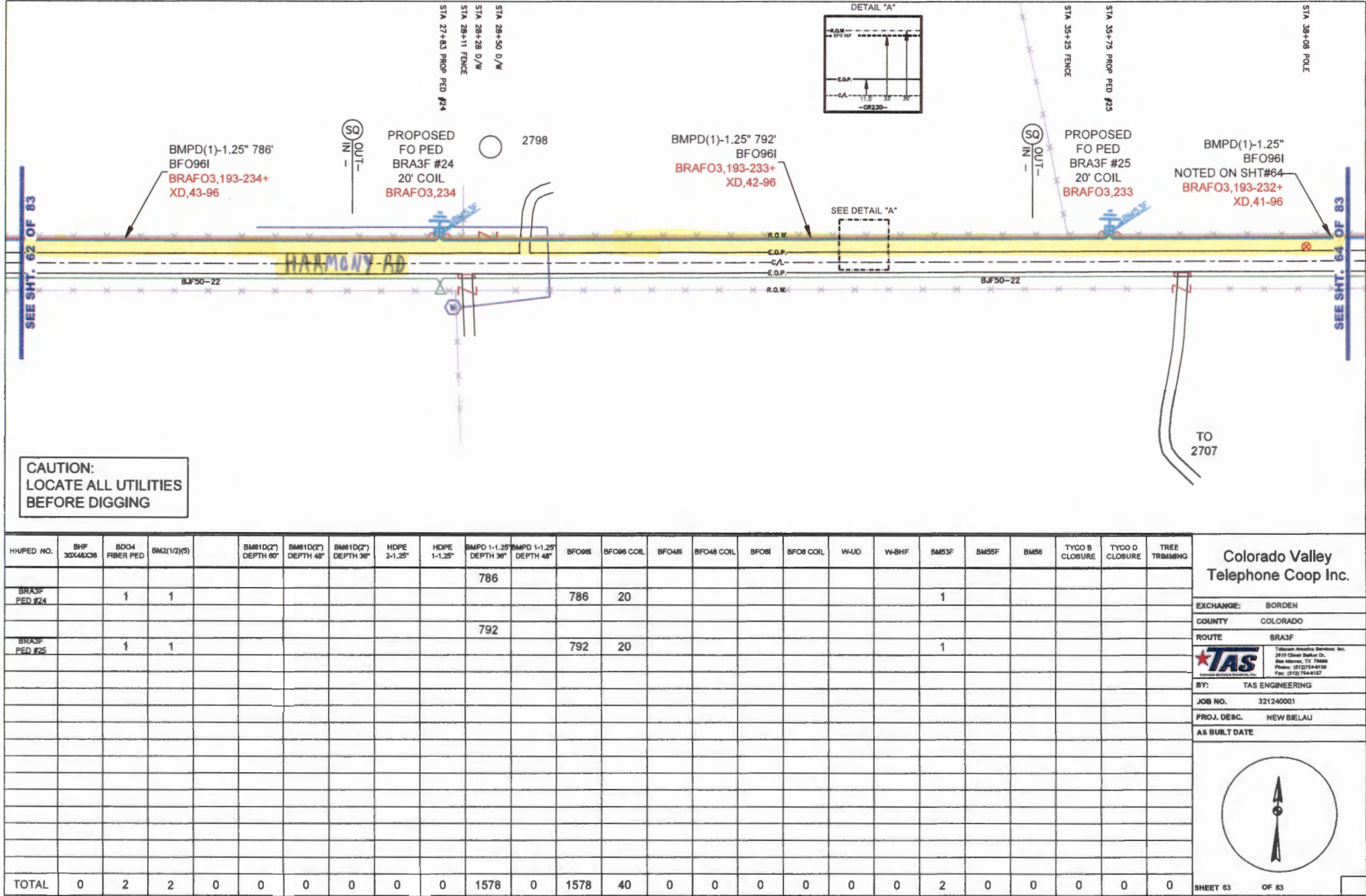
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



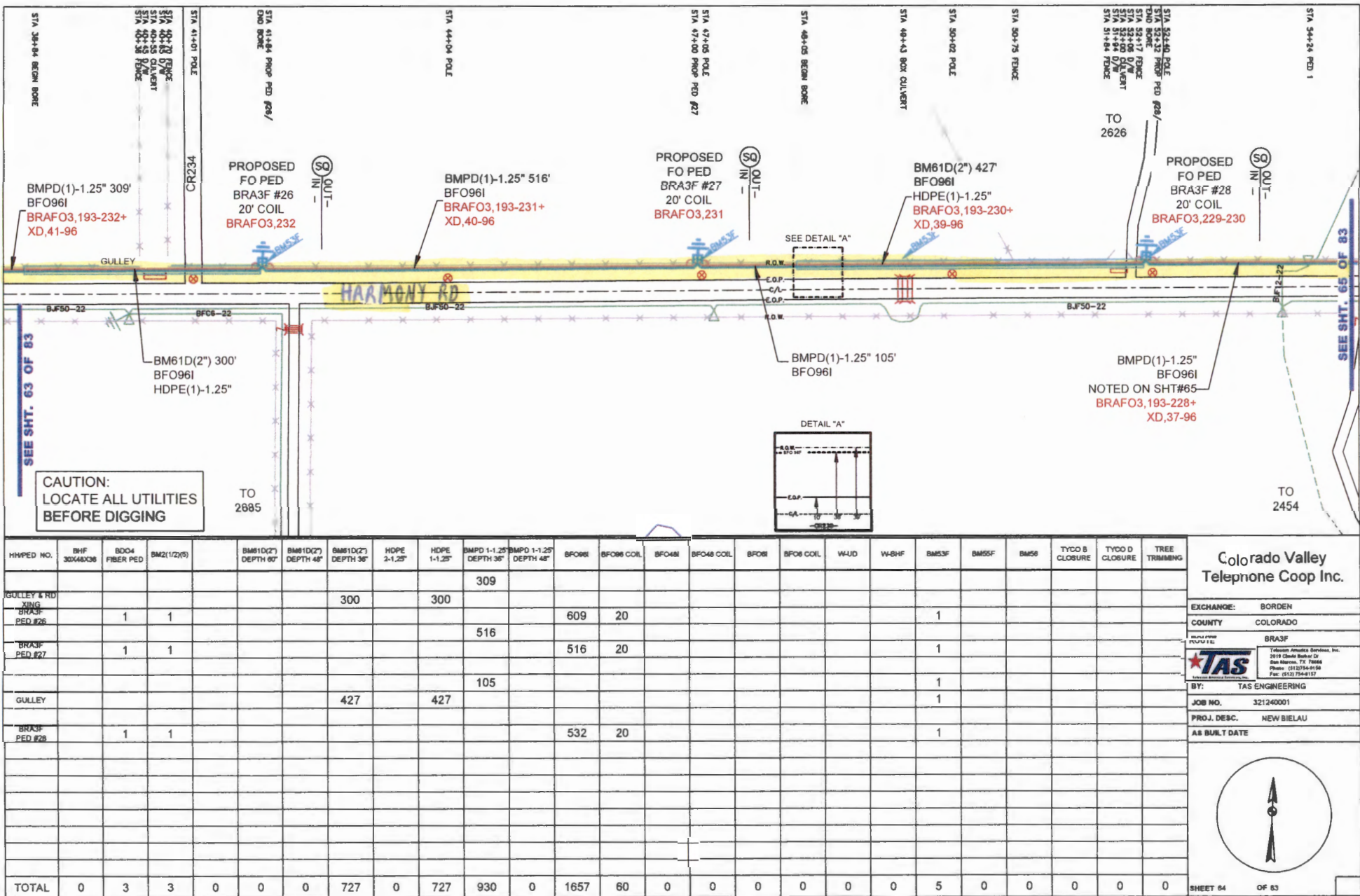
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

Engineering drawing showing a road layout with various utility lines and proposed features. The drawing includes stationing, dimensions, and a detailed view 'A'.

Key features and labels:

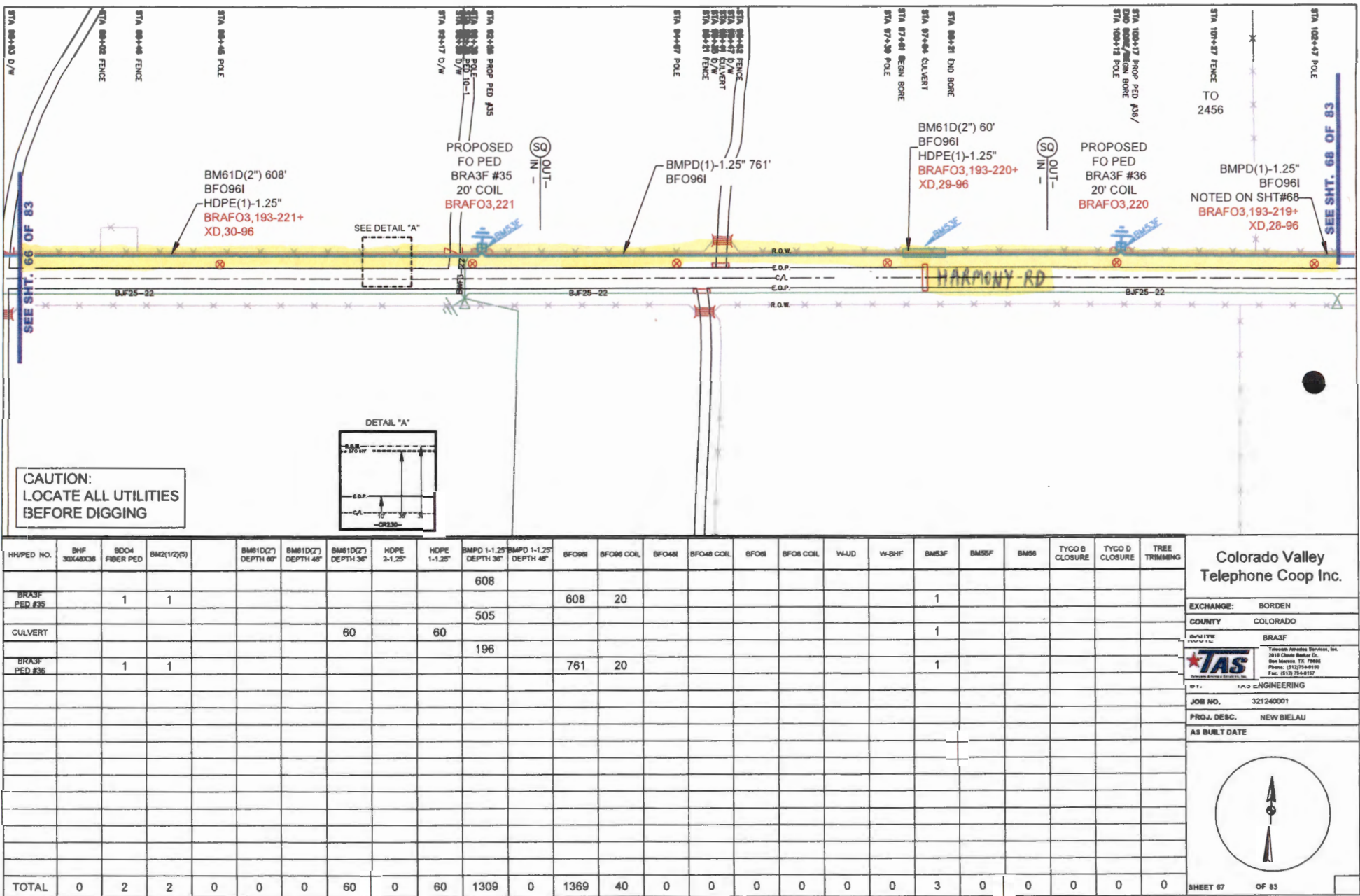
- PROPOSED FO PED BRA3F #32 20' COIL BRAFO3,223
- BMPD(1)-1.25" 626' BFO961 BRAFO3,193-222+ XD,31-96
- PROPOSED FO PED BRA3F #33 20' COIL NO COUNT
- BMPD(1)-1.25" 852' BFO961 BRAFO3,193-222+ XD,31-96
- PROPOSED FO PED BRA3F #34 20' COIL BRAFO3,222
- BMPD(1)-1.25" 475' BFO961 BRAFO3,193-223+ XD,32-96
- CAUTION!!! GAS PIPELINE UNKNOWN BORE DEPTH TBD AT CONSTRUCTION AFTER 811 LOCATES.
- CAUTION: LOCATE ALL UTILITIES BEFORE DIGGING
- DETAIL "A"

Stationing and dimensions are provided along the road layout. The drawing also includes a detailed view 'A' showing a cross-section of the road and utility lines.

MINUTES OF THE COLORADO COUNTY

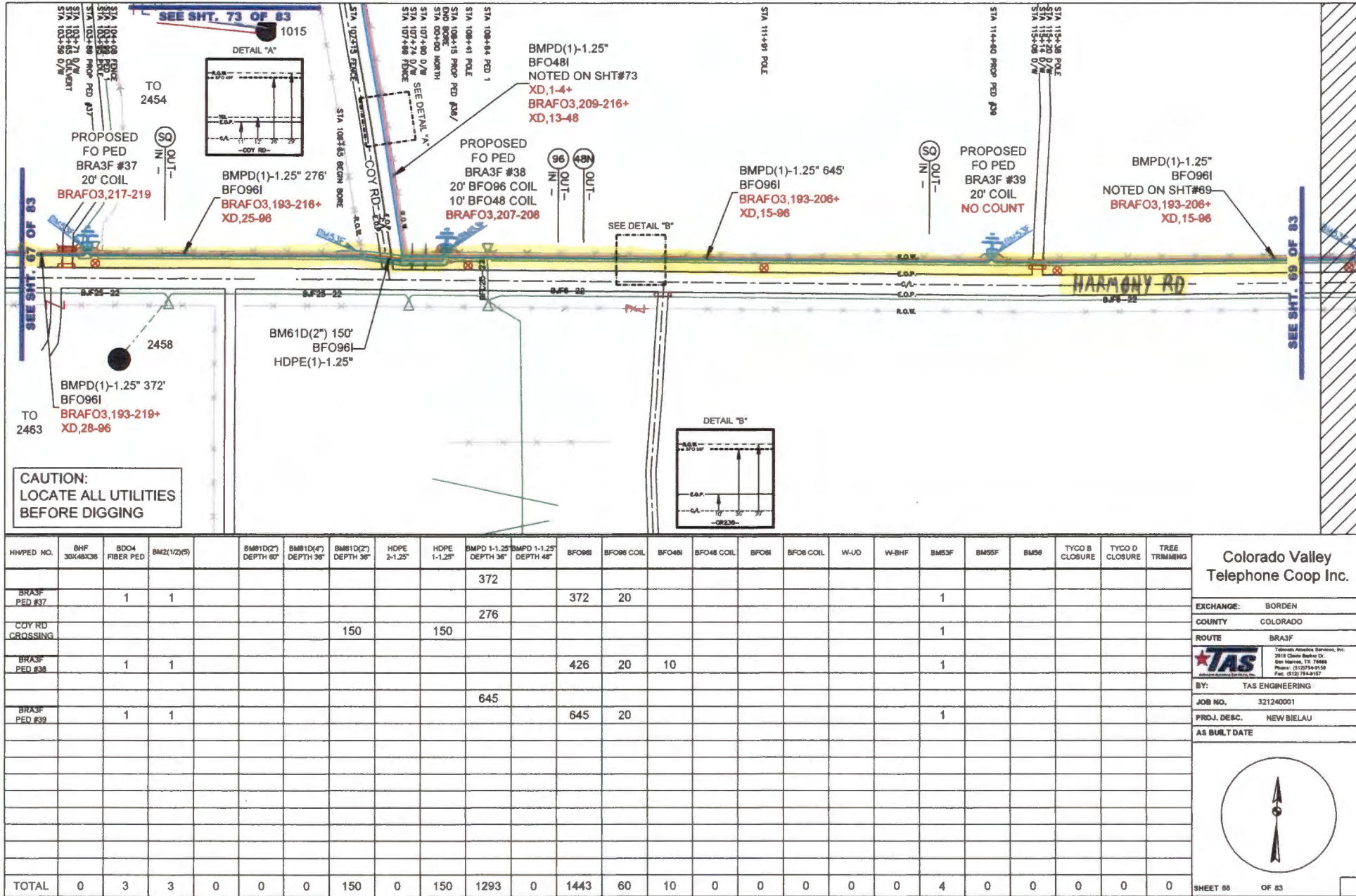
COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

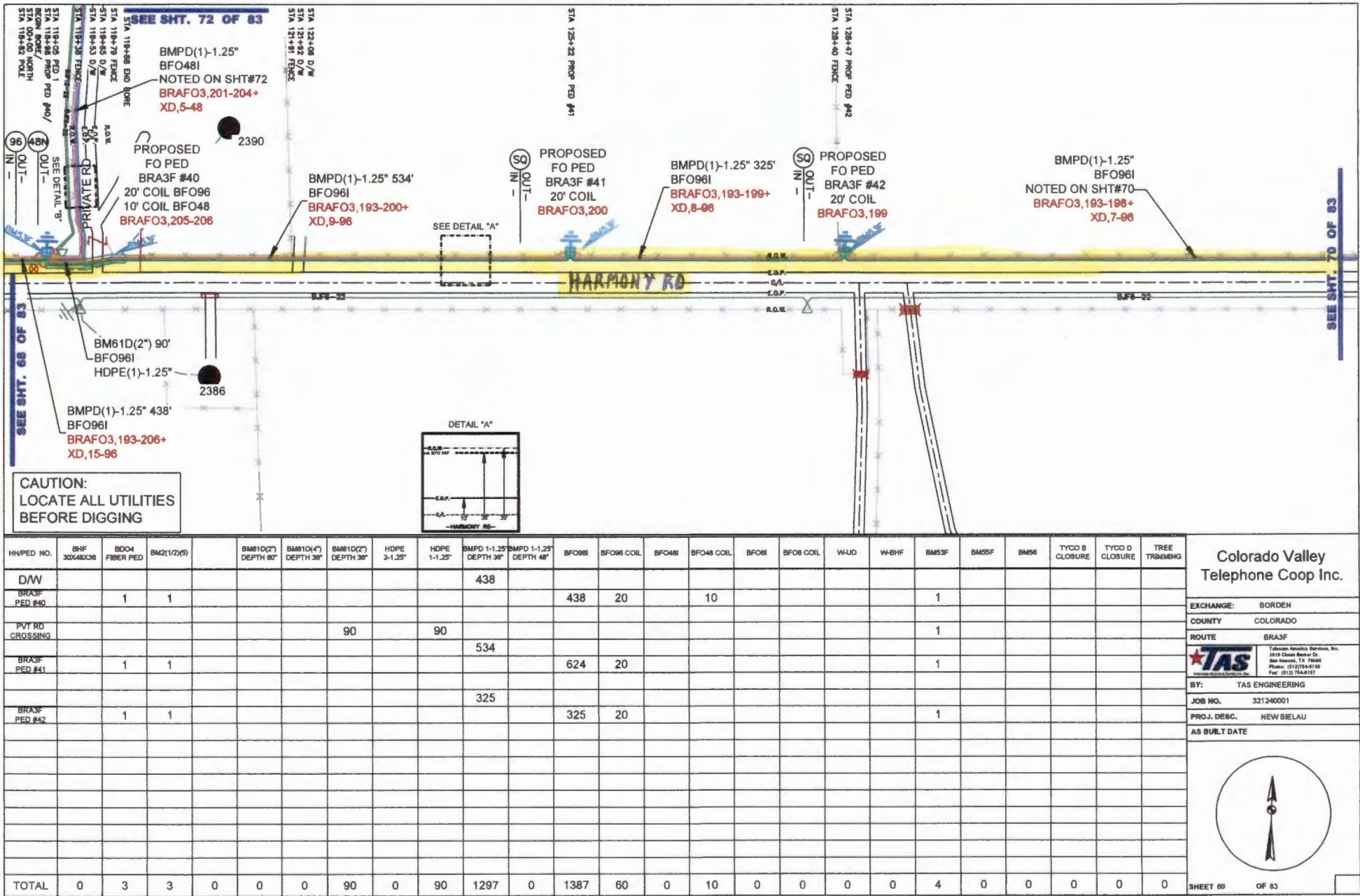
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

CAUTION: LOCATE ALL UTILITIES BEFORE DIGGING

DETAIL "A"

Colorado Valley Telephone Coop Inc.

HYDRO NO.	BHF 30X48X36	BDC4 FIBER PED	BM2(1/2)(5)	BM81D(2) DEPTH 60"	BM81D(2) DEPTH 48"	BM81D(2) DEPTH 36"	HDPE 3-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 48"	BFO96I	BFO96 COIL	BFO48I	BFO48 COIL	BFO8I	BFO8 COIL	W-UD	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRA3F PED #43		1	1						779		779	20							1					
CULVERT					50		50		536										1					
BRA3F PED #44		1	1						214		800	20							1					
BRIDGE/ CREEK					200		200		463										1					
TOTAL	0	2	2	0	0	0	250	0	250	1992	0	1579	40	0	0	0	0	0	4	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

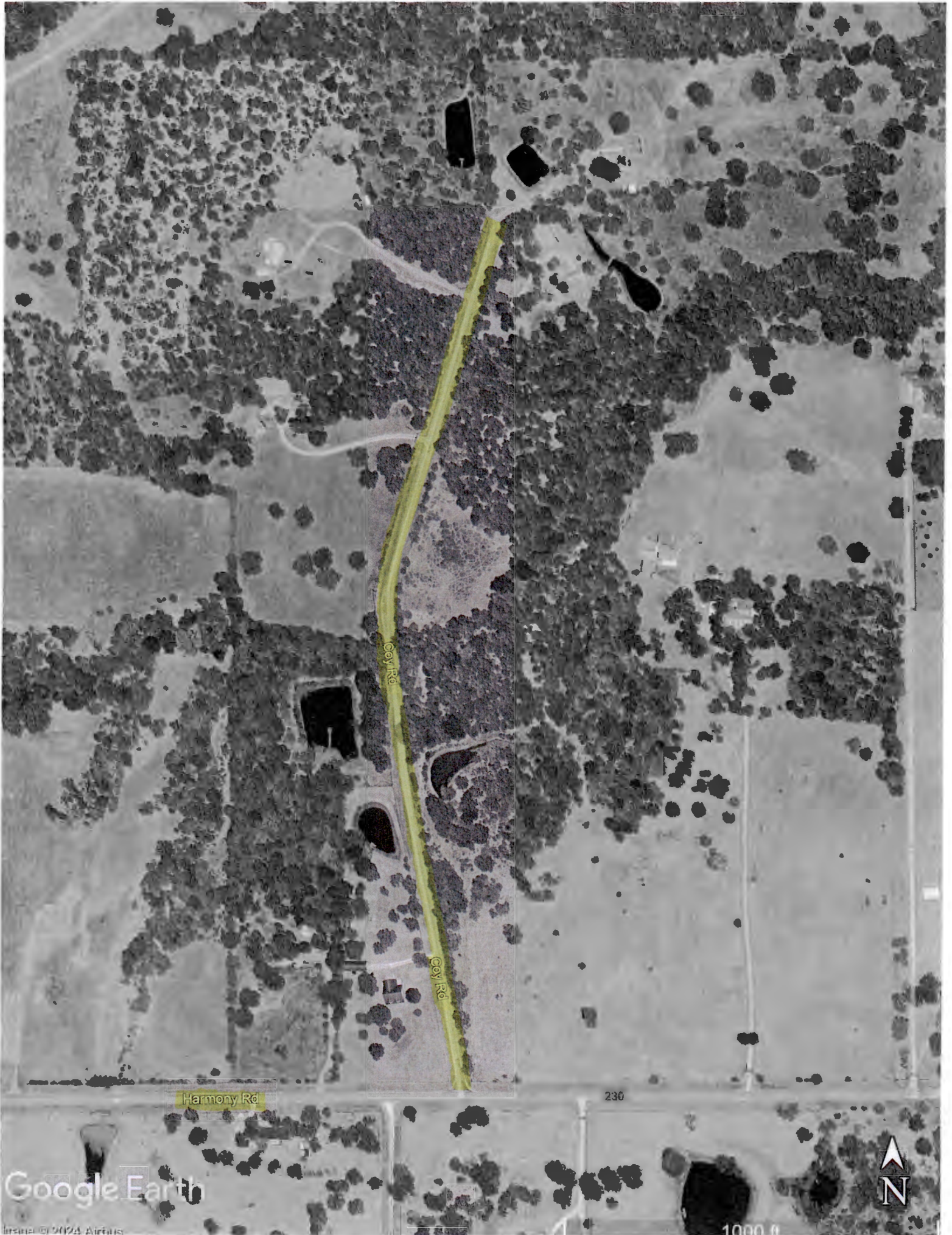
EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRA3F

BY: TAS ENGINEERING
JOB NO. 321240001
PROJ. DESC. NEW BIELAU
AS BUILT DATE

Colorado Valley Telephone Coop Inc.
2010 Colorado Blvd., Suite 1000, Fort Collins, CO 80501
Phone: (970) 225-4100 Fax: (970) 225-4102

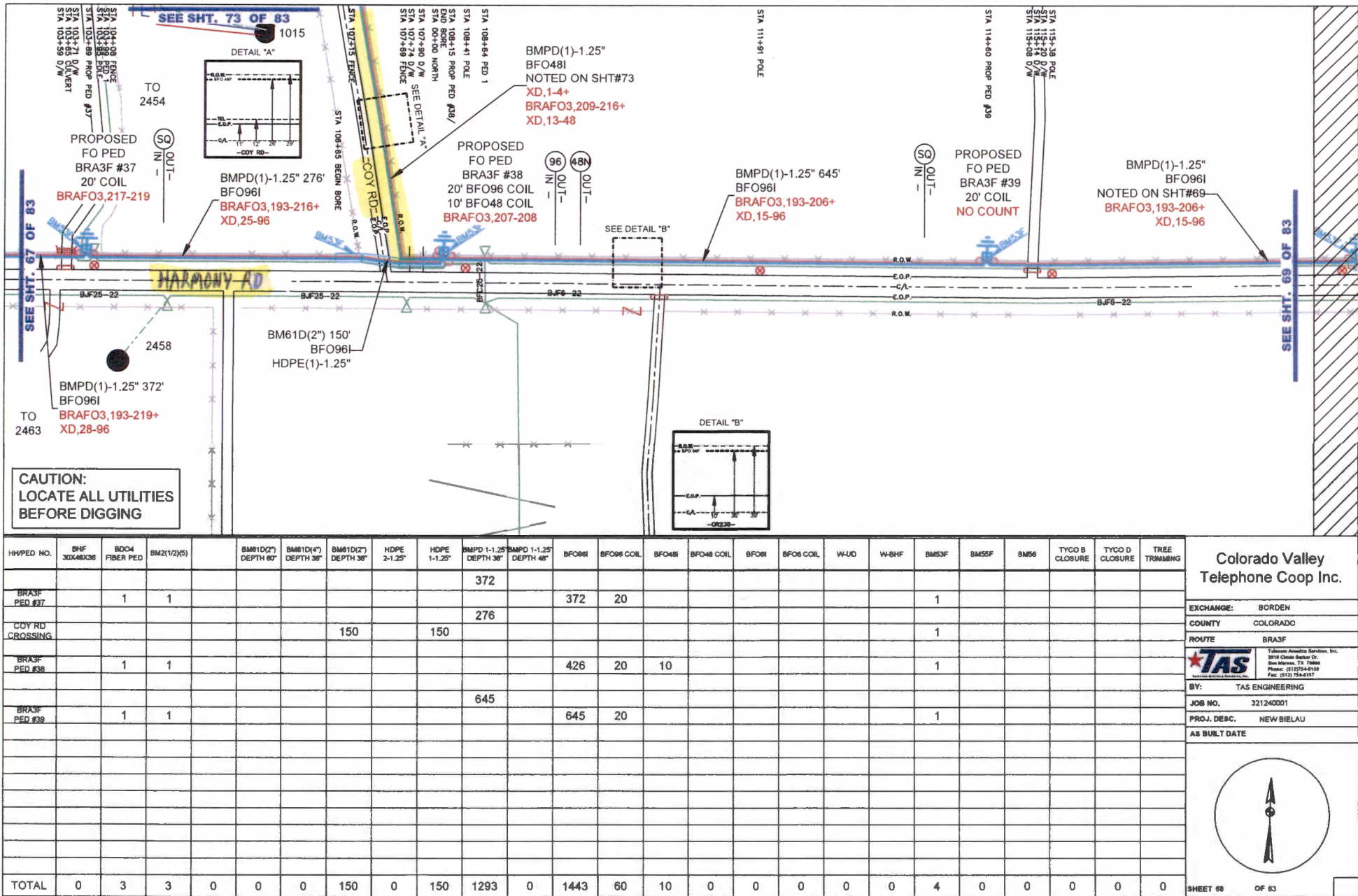
Colorado Valley Telephone Coop Inc.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

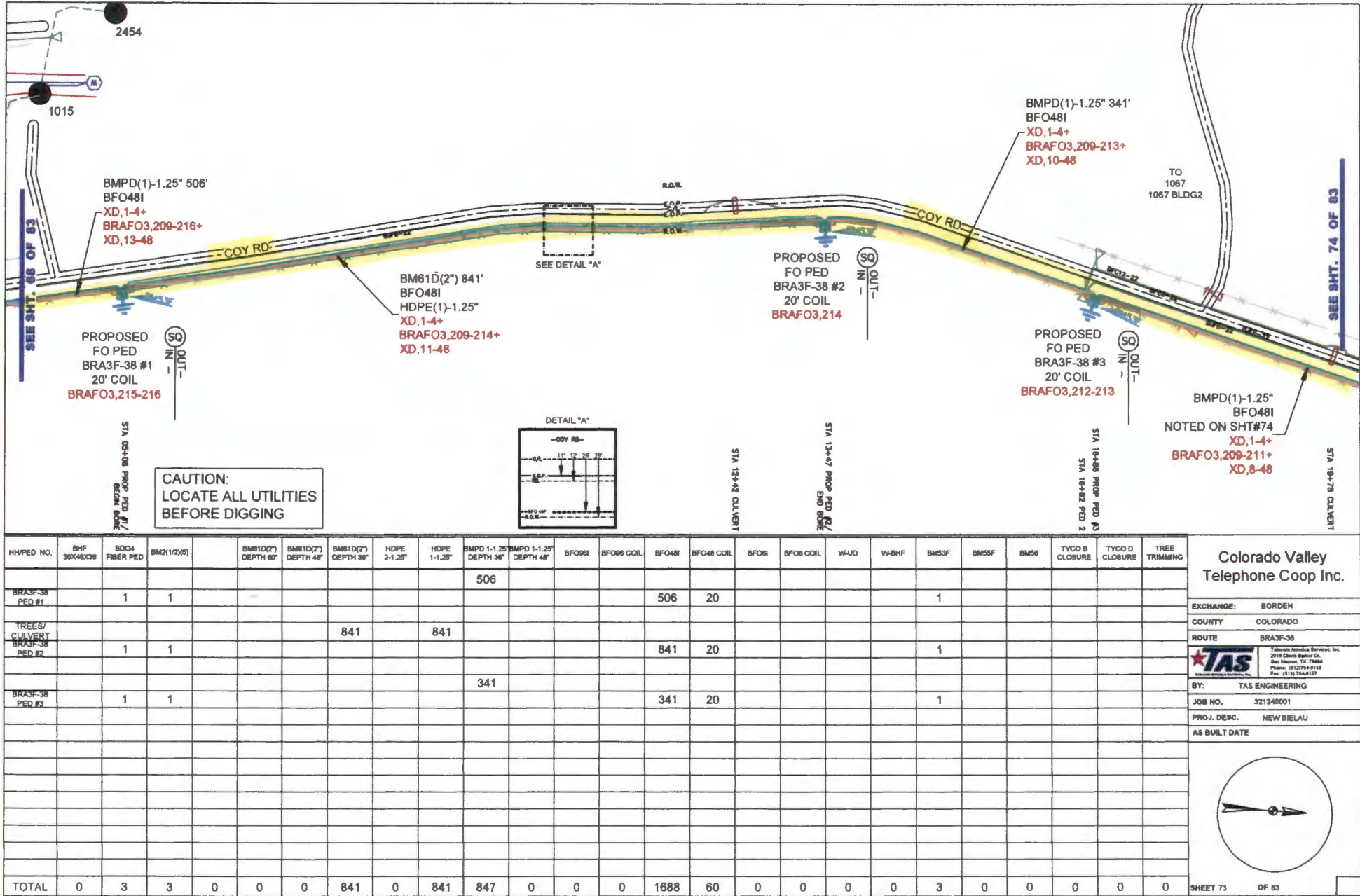
May 13, 2024



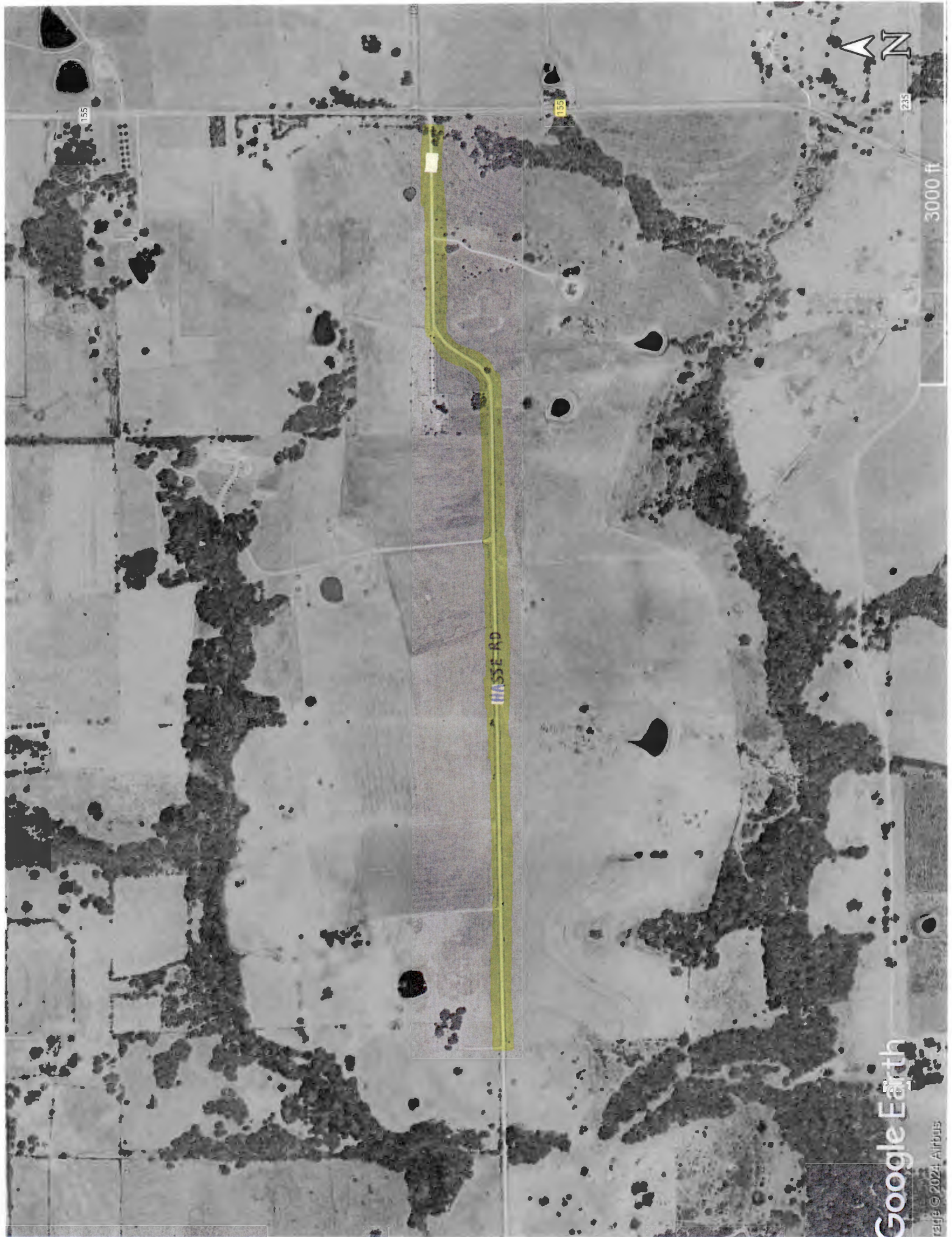
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



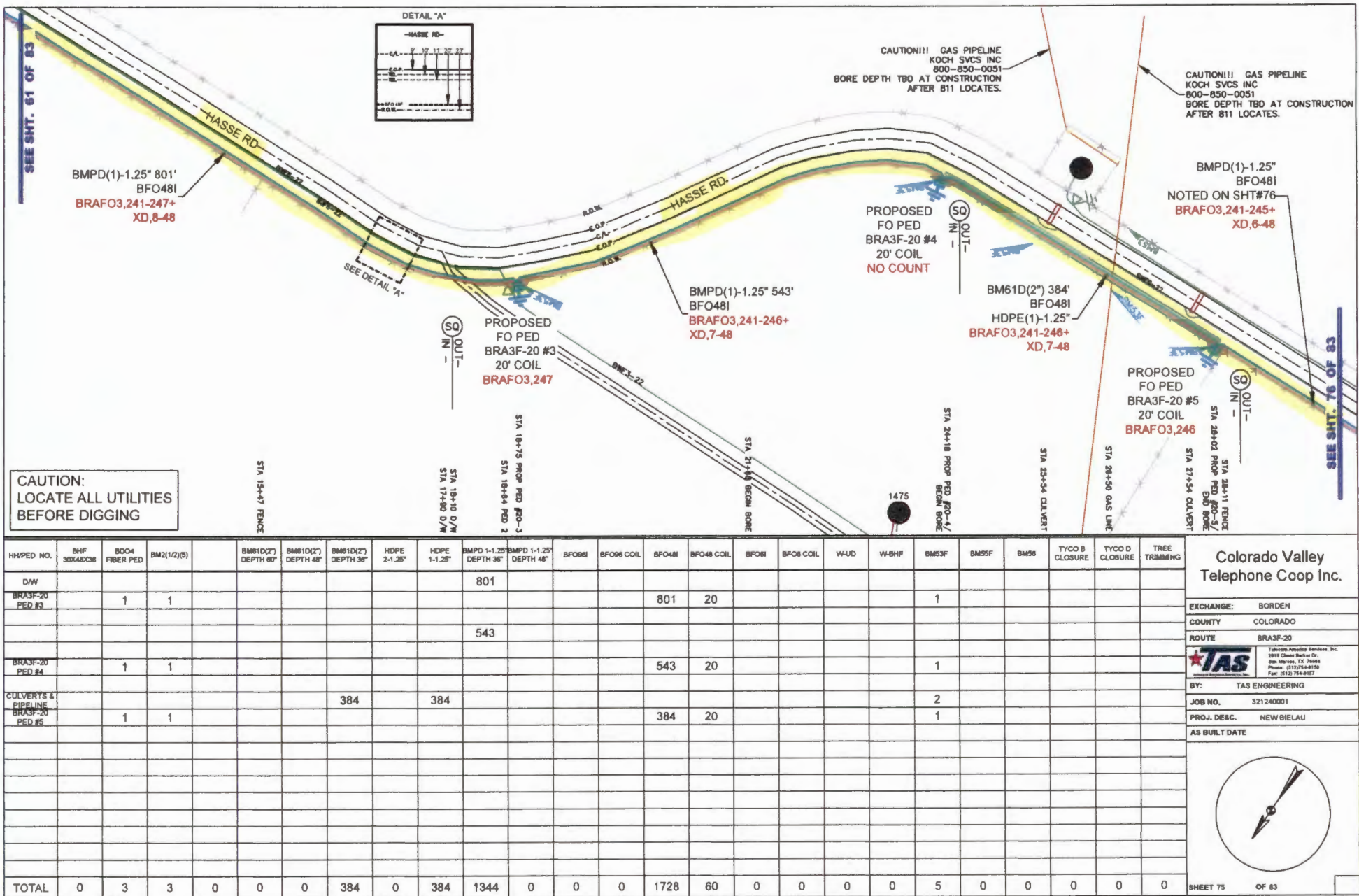
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

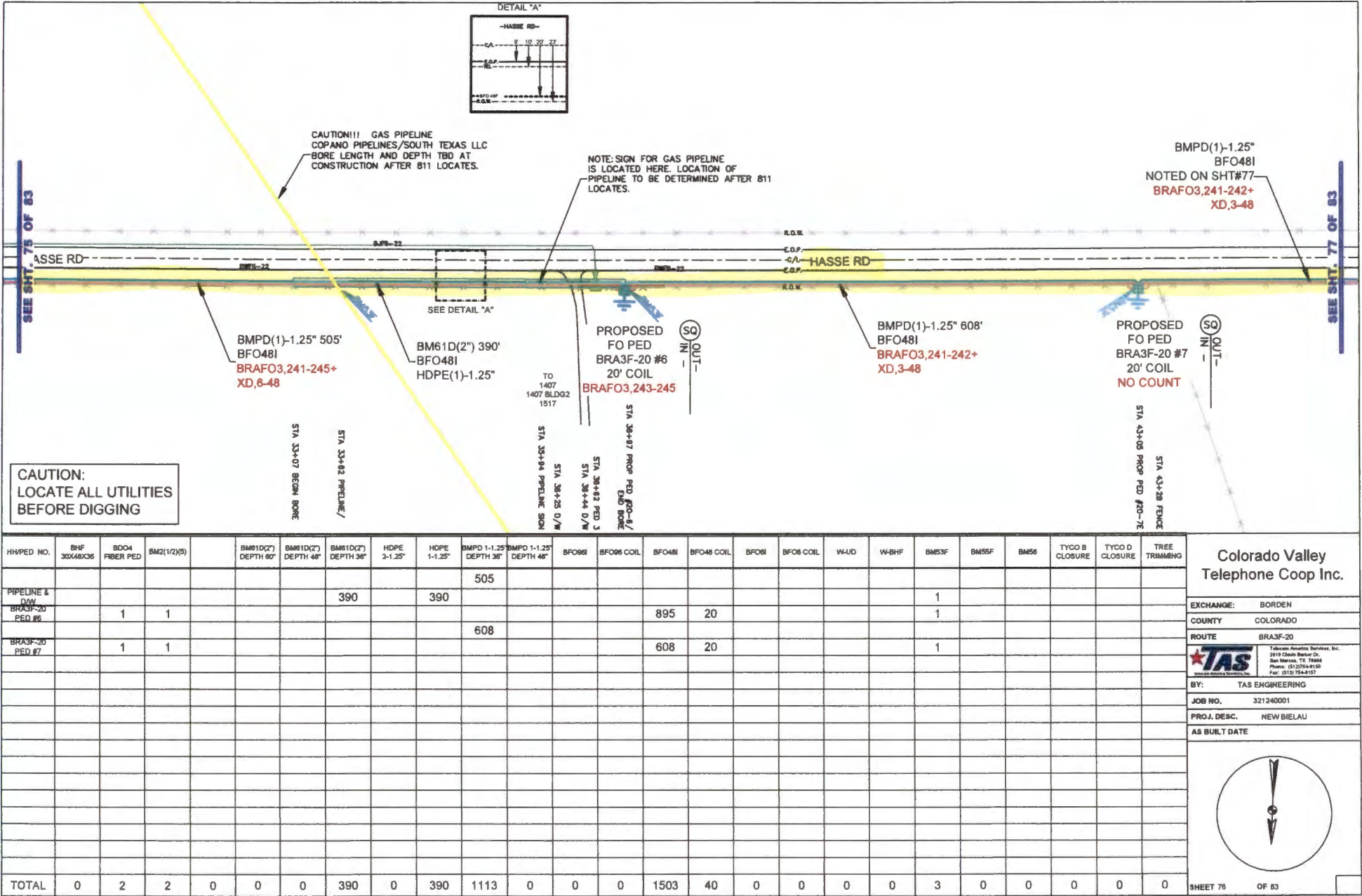
May 13, 2024



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



COMMISSIONER'S COURT REGULAR MEETING

DETAIL "A"

-HASSE RD-

C/A

E.O.P.

R.O.W.

SEE SHT. 76 OF 83

SEE SHT. 78 OF 83

HASSE RD

BMPD(1)-1.25" 724' BFO48I BRAFO3,241-242+ XD,3-48

PROPOSED FO PED BRA3F-20 #8 20' COIL NO COUNT

STA 50+28 PROP PED RCD=8

SEE DETAIL "A"

BMPD(1)-1.25" 765' BFO48I BRAFO3,241-242+ XD,3-48

PROPOSED FO PED BRA3F-20 #9 20' COIL NO COUNT

STA 58+14 PROP PED RCD=8

CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

HYWPD NO.	BHF 30X48X36	BDC4 FIBER PED	BM2(1/2)(5)	BM51D(7) DEPTH 60'	BM51D(7) DEPTH 48'	BM51D(7) DEPTH 36'	HDPE 2-1.25"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36'	BMPD 1-1.25" DEPTH 48'	BFO68I	BFO66 COIL	BFO48I	BFO48 COIL	BFO6I	BFO6 COIL	W-UJ	W-BHF	BM53F	BM55F	BM56	TYCO B CLOSURE	TYCO D CLOSURE	TREE TRIMMING
BRA3F-20 PED #8		1	1						724				724	20					1					
BRA3F-20 PED #9		1	1						765				765	20					1					
TOTAL	0	2	2	0	0	0	0	0	1489	0	0	0	1489	40	0	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN

COUNTY COLORADO

ROUTE BRA3F-20

BY: TAS ENGINEERING

JOB NO. 321240001

PROJ. DESC. NEW BIELAU

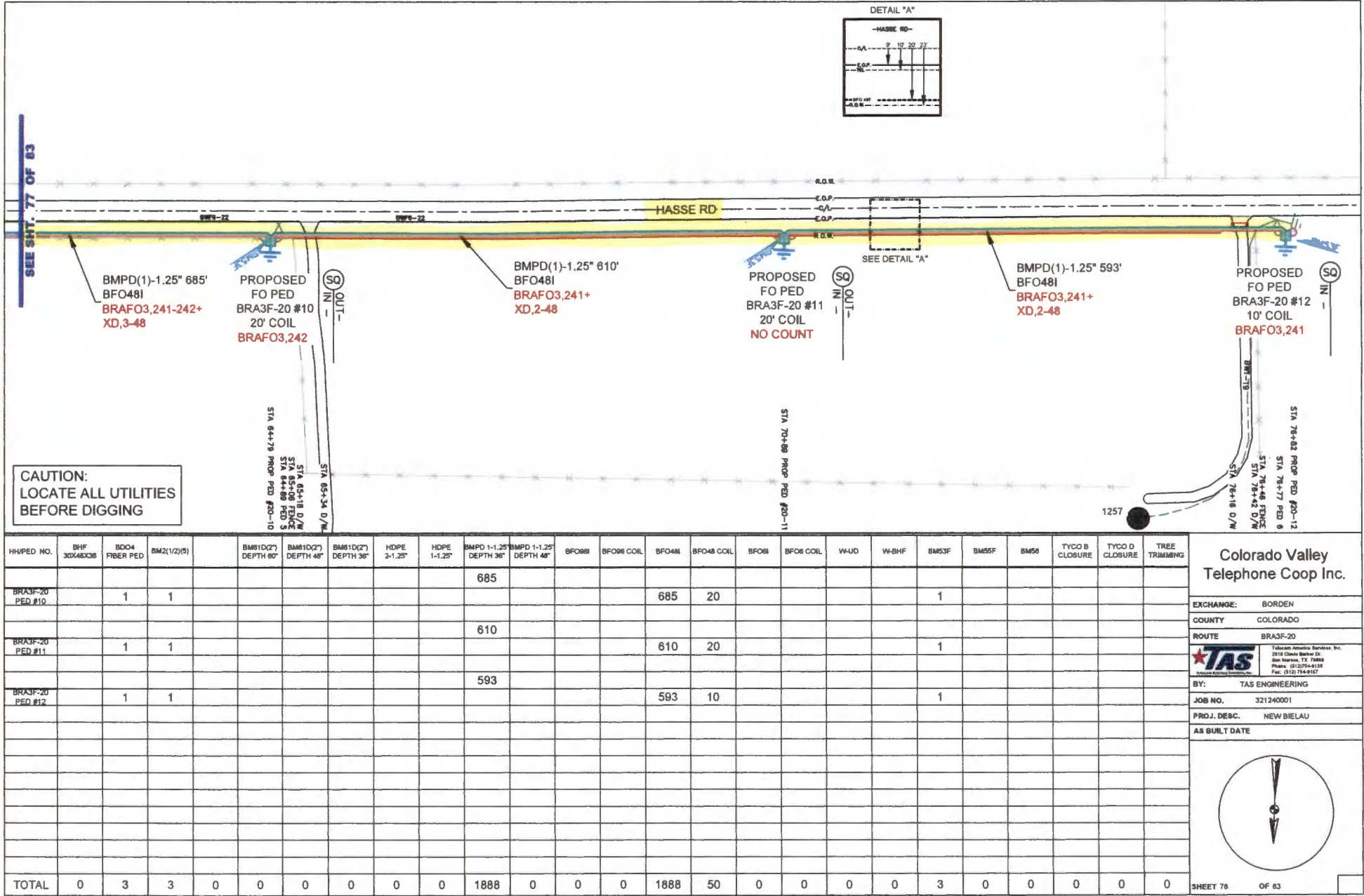
AS BUILT DATE

SHEET 77 OF 83

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

May 13, 2024



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

- _14. Application submitted by Industry Telephone Company to bury a communication line in the county right-of-way of Weishuhn Road, Precinct No. 3. (Neuendorff)**

Commissioner Neuendorff stated Industry Telephone Company will be laying 1,692 feet of fiber to improve communications in the northeast part of the county.

Motion by Commissioner Neuendorff to approve an application submitted by Industry Telephone Company to bury a communication line in the county right-of-way of Weishuhn 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
May 13, 2024**

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

Date: APRIL 22, 2024

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 WEISHÜHN ROAD, 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 11th day of MAY 2024.

Firm: Industry Telephone Company

By: LAURA WALIGURA

Title: Engineer

Address: PO Box 40

Industry, TX 78944

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

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

Industry Telephone
Company

WHEREAS, _____ 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 13 day of May, 2024, 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
May 13, 2024**

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
May 13, 2024**

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
May 13, 2024

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 appurtenances 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.

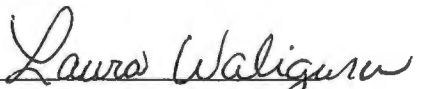
17. Colorado County, Texas, in no way warrants its right to grant this permit, and this permit in no way affects the rights of adjoining landowners, and applicant shall accept this permit subject to any and all rights of such adjoining landowners.

APPROVED this 13 day of May 2024


COUNTY JUDGE

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

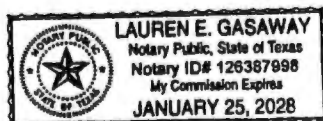
Industry Telephone Company, being the Grantee in the
aforementioned permit, does hereby accept the granting of same
upon the terms, conditions and agreements, covenants and
obligations, as set forth therein, and agrees that same shall be
fully binding upon Grantee, its successors and assigns.


Laura Waligura, Engineer

THE STATE OF TEXAS
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day
personally appeared Laura Waligura 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 22 day of April, 2024.

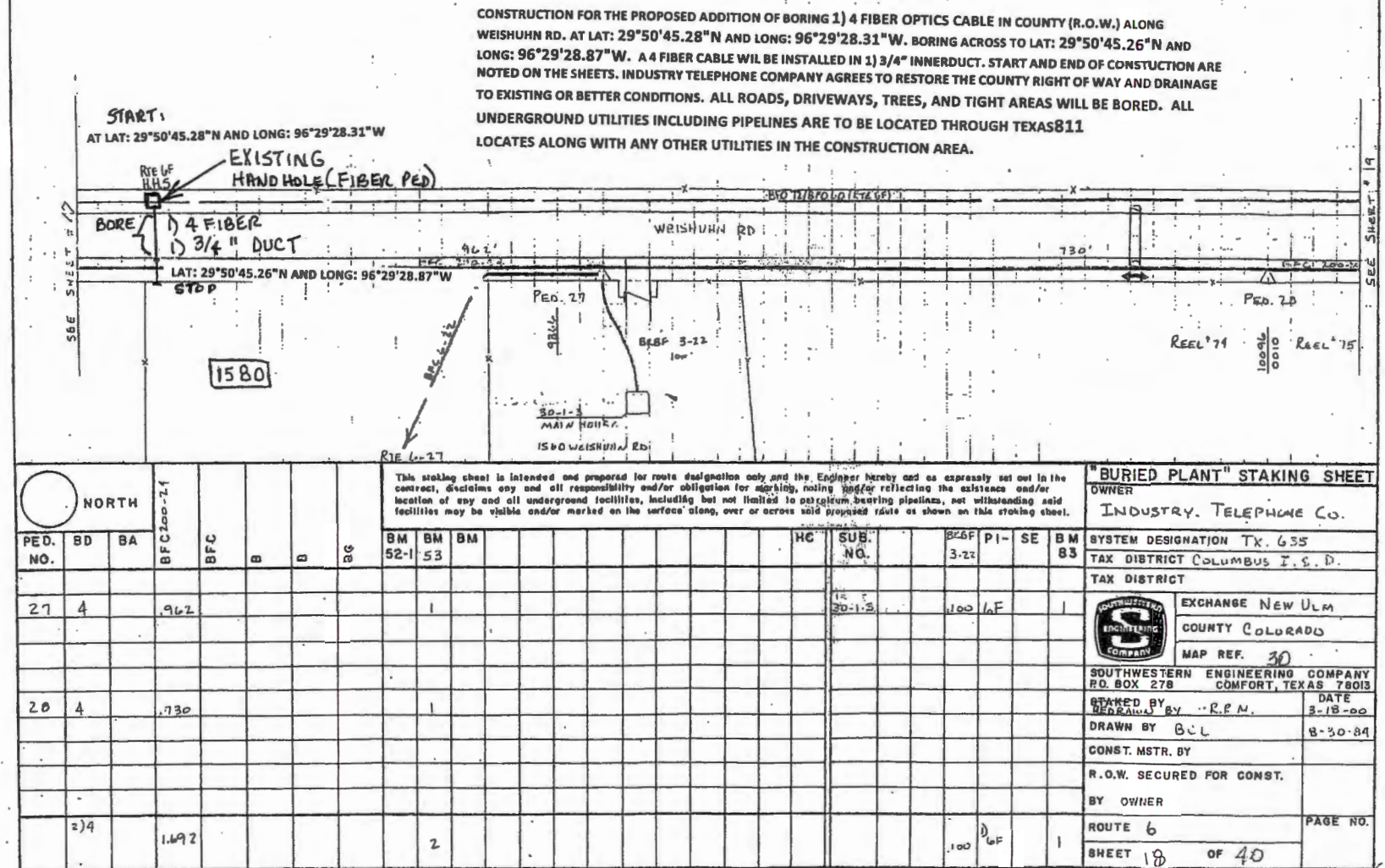



NOTARY PUBLIC IN AND FOR
AUSTIN COUNTY, TEXAS

My commission expires:

01/25/2028

May 13, 2024



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

May 13, 2024

- _15. Release of Performance Bond No. 105942147 posted by FiberLight, LLC for project on County Road 218, Precinct No. 2. (Brandt)

Commissioner Brandt stated this is a Performance Bond dated 2013.

Motion by Commissioner Brandt to approve the release of Performance Bond No. 105942147 posted by FiberLight, LLC for project on County Road 218, 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
May 13, 2024**



April 25, 2024

Colorado County, Texas
Attn: Sharron Marsalia

Via Electronic Email Only

RE: Texas Statutory Performance Bond No. 105942147
Project BH36AB on County Road 218

Dear Ms. Marsalia:

This letter shall serve as notice to release Bond No. 105942147. Please inspect the worksite and let us know if everything is in compliance and sign below:

Name: Ryan Borat
Title: Act 2 Commissioner
Signature: [Handwritten Signature]

Thank you for your cooperation. Please do not hesitate to contact us should you have any questions or comments.

Sincerely,

Carla Hicks

Carla D. Hicks
Paralegal
/cdh
Enclosures
cc: Marsh McLennan Agency

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

TEXAS STATUTORY PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF _____ }

BOND NUMBER 105942147

KNOW ALL MEN BY THESE PRESENTS:

That FiberLight, LLC (hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of CT, and whose principal office is located in the City of Hartford, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held and firmly bound unto Colorado County, Texas (hereinafter called the County), in the penal sum of Two Thousand Five Hundred & 00/100 Dollars (\$ 2,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the County, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for Project BH36AB on County Road 218.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of November, 20 13.

FiberLight, LLC

By: _____

Principal

Travelers Casualty and Surety Company of America

By: _____

Jennifer A. Freeman
Jennifer A. Freeman, Attorney-in-Fact
Surety

WITNESS:

Suzanne Yeatman
Suzanne Yeatman



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS 

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226942

Certificate No. 005573004

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Suzanne Yeatman, Jennifer S. Freeman, and J. Erik McMichael

of the City of Newnan, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

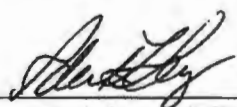
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this 24th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

**MINUTES, COMMISSIONERS, COURT, COLORADO, COUNTY, TEXAS
TERM MEETING OF NOVEMBER 12, 2013**

_14. Fiberlight, LLC's application to bore under County Road 218, for a a fiber optic cable, Precinct No. 2. (Kubesch

Commissioner Kubesch reported that everything is in order with the application, but will not have to bore under County Road 218.

Kubesch stated that Bond should be mailed to Judge's Office.

Commissioner Kubesch motioned to approve Fiberlight, LLC's application for a fiber optic cable, Precinct No. 2, not to bore under County Road 218 to reach their destination, and pending all documents being received by Judge's Office.

Commissioner Gertson seconded the motion.

Question.

Motion carried and it is so ordered.

Copy of Fiberlight, LLC's application for County Road 218, for a fiber optic cable, Precinct No. 2 as follows to wit:

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

MINUTES, COMMISSIONERS, COURT, COLORADO, COUNTY, TEXAS
TERM MEETING OF NOVEMBER 12, 2013

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

Application

Applicant Company: FIBERLIGHT, LLC
Contact Person: KEN BROWNING
Address: 11700 GREAT OAKS WAY SUITE 100
ALPHARETTA, GA 30022
Phone: (281)814-6222 Fax:

Location of right-of-way for proposed construction/installation/repairs in Precinct 2:
COUNTY ROAD 218 FROM US-90 NORTH FOR 520'

Description of right-of-way work to be performed: FIBERLIGHT PROPOSES TO BORE UNDER EXISTING
RAIL ROAD ON THE EAST SIDE OF CO. RD. 218 AND THEN TRENCH NORTH FOR 520' AND SET A FIBERLIGHT
HANDHOLE TO TIE INTO AN EXISTING VERIZON FIBER HANDHOLE. 2~1.25"
HDPE CONDUITS CONTAINING 1 FIBER OPTIC CABLE WILL BE PLACED

IN THE RIGHT OF WAY
Date

Ken Browning
Signature of Firm Name Representative
KEN BROWNING
Printed Name of Firm Name Representative

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

May 13, 2024

- _16. Authorize the County Judge to apply to the Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits. (Lowrance)

Michelle Lowrance explained the capital credits are for electrical usage and can be used for literacy programs. She suggested this could be put towards the libraries in the budget.

Motion by Commissioner Wessels to authorize the County Judge to apply to the Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

APRIL 2024

Unclaimed Property Capital Credits for Counties

GLENN HEGAR

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

* Review Local Government Code, Section 381.004 before starting a program.

**For questions on Capital Credits, contact our
Holder Education and Reporting section at
up.holder@cpa.texas.gov or 800-321-2274,
option 2.**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below**.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court.
Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name Colorado County FEIN 74-6000544

Authorized by ☐ Judge ☒ Commissioners Court

Name of County Judge Ty Prause Approved Date 5/13/2024

SEND THE REQUESTED FUNDS TO:

Address P.O. Box 236 City Columbus State TX Zip 78934

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code, Section 381.004.

Name (printed) Ty Prause Title County Judge

Signature  Date 5/13/2024

Email Address ty.prause@co.colorado.tx.us Phone 979-732-2604

Submit signed and completed form by either mail, email or fax by July 31, 2024.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382,
or by sending a fax to 512-475-0900.

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

May 13, 2024

- _17. Resolution of Support continuing 20% homestead exemption pursuant to Section 11.13(n) of the Texas Tax Code. (Prause)

Motion by Judge Prause to approve a Resolution of Support continuing 20% homestead exemption pursuant to Section 11.13(n) of the Texas Tax Code; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

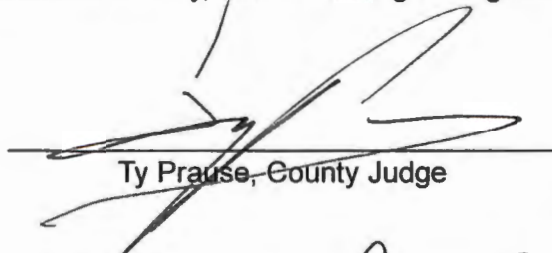
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

RESOLUTION OF COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Colorado County, Texas, meeting in Regular Session on May 13, 2024, addressed the issue to continue the 20% homestead exemption (Section 11.13[n], Texas Property Tax Code);

THEREFORE, the Colorado County Central Appraisal District is directed to allow an individual a 20% homestead exemption for 2024.

The above Resolution was moved by TY PRAUSE, County Judge and seconded by DARRELL GERTSON, Commissioner Precinct 4 and unanimously adopted by the Commissioners Court of Colorado County, Texas meeting in Regular Session on this 13th day of May 2024.


Ty Prause, County Judge


Doug Wessels, Commissioner Precinct 1


Ryan Brandt, Commissioner Precinct 2


Keith Neuendorff, Commissioner Precinct 3


Darrell Gertson, Commissioner Precinct 4

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- _18. Texas Association of Counties County Information Resources Agency (TAC CIRA) updated Services Agreement for website hosting and annual website fees for the county website. (Prause/Schneider)

Motion by Judge Prause to approve Texas Association of Counties County Information Resources Agency (TAC CIRA) updated Services Agreement for website hosting and annual website fees for the county website; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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**TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY**

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

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1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

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1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content ; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes

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to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

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SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnatee shall promptly provide the Indemnitor with written notice of any claim that the Indemnatee believes falls within the scope of this provision. The Indemnatee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

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defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

To CIRA:

**The County Information Resources Agency
c/o Texas Association of Counties
1210 San Antonio Street
Austin, Texas 78701
Attn: CIRA Manager
Support@county.org
Fax: (512) 479-1807**

To Member:

To the CIRA Coordinator specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

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1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancellation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

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A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

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2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.

2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

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2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

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3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

3.6 Website posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the

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website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and

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- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
Executive Director
Texas Association of Counties

MEMBER:

By: _____ Date: May 13, 2024
[Signature]

Ty Prause
[Printed Name]

County Judge
[Title] County Judge

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CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Ty Prause

Title: County Judge

County: Colorado

Telephone Number: (979) 732-2604

Email Address: ty.prause@co.colorado.tx.us; sharon.marsalia@co.colorado.tx.us

Physical Address: Colorado County Courthouse, 400 Spring Street, Room 107
Columbus, Texas 78934

MEMBER EMAIL ADMINISTRATOR *(required - applicable for email services only)* The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 *(Required for all Email Administrators)*

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 *(Optional for all Email Administrators)*

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 *(Optional for all Email Administrators – Use discretion when granting)*

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

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suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)

Name: _____
Title: _____
County: _____
Telephone Number: _____
Email Address: _____
Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

- ☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)
- ☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 2 (required)

Name: _____
Title: _____
County: _____
Telephone Number: _____
Email Address: _____
Physical Address: _____

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Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 3 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

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Exhibit A: Email Services, Pricing and Order Form

Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an “X” in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: _____

The required management fee offsets TAC’s administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member’s management fees are charged on a monthly basis, amounting to 30% of the member’s total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<div><input type="checkbox"/></div> <div># of Email Accounts: _____</div>	<div>Plan 1: Microsoft 365 Business Basic Email (50 GB)</div> <div>Exchange email, instant messaging and collaboration tools.</div> <div><ul style="list-style-type: none">50 GB mailboxesEnhanced email anti-virus and SPAM protectionIncludes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)Collaboration tools like SharePoint and Teams1 TB of One Drive StorageActive directory integrationContent protections through Content SearchMaximum of 300 usersEmail migration included</div>	<div>\$4.90 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>

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<div><input type="checkbox"/></div> <div># of Email Accounts:<div></div></div>	<div>Plan 2: Microsoft 365 Business Standard Email (50 GB)</div> <div>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite</div> <div><ul style="list-style-type: none">• 50 GB mailboxes• Enhanced email anti-virus and SPAM protection• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user• Collaboration tools like SharePoint and Teams• 1 TB of One Drive Storage• Active directory integration• Content protections through Content Search• Maximum of 300 users• Email migration included</div>	<div>\$12.40 per email / per month</div> <div>+</div> <div>30% Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts:<div></div></div>	<div>Plan 3: Microsoft 365 Business Premium Email (50 GB)</div> <div>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features.</div> <div><ul style="list-style-type: none">• 50 GB mailboxes• Enhanced email anti-virus and SPAM protection• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user• Collaboration tools like SharePoint and Teams• 1 TB of One Drive Storage• Active directory integration• Content protections through Content Search and Data Loss Prevention• Maximum of 300 users• Email migration included• Includes Exchange Online Archiving• Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.)</div>	<div>\$21.90 per email / per month</div> <div>+</div> <div>30% Management Fee per month</div>

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<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 4: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 5: Office 365 Enterprise - E3 (100 GB) Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Content protections through Content Search, Core eDiscovery, and Data Loss Prevention • Unlimited number of users • Email migration included 	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 6: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

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<div><input type="checkbox"/></div> <div># of Email Accounts:<div></div></div>	<div>Plan 7: Exchange Online Plan 2 (100 GB)</div> <div>All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention.</div> <div><ul style="list-style-type: none">• 100 GB mailboxes• Enhanced email anti-virus and SPAM protection• Active directory integration• Content protections through Content Search and Data Loss Prevention• Unlimited number of users• Email migration included</div>	<div>\$7.90 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts:<div></div></div>	<div>Plan 8: Office 365 - F3 (2 GB)</div> <div>Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications.</div> <div><ul style="list-style-type: none">• 2 GB mailboxes• Enhanced email anti-virus and SPAM protection• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)• Collaboration tools like SharePoint and Teams• 2 GB of OneDrive storage• Active directory integration• Content protections through Content Search• Unlimited number of users• Email migration included</div>	<div>\$3.90 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts:<div></div></div>	<div>Add-On Feature 1: Email Archiving</div> <div>Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.</div> <div>From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.</div>	<div>\$3.00 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>

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<div><input type="checkbox"/></div> <div># of Email Accounts: <div></div></div>	<div>Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)</div> <div>Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such an additional layer of security for links and attachments, and advanced anti-phishing capabilities.</div>	<div>\$3.00 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts: <div></div></div>	<div>Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)</div> <div>All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.</div>	<div>\$8.00 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts: <div></div></div>	<div>Add-On Feature 4: Azure Information Protection (Plan 1)</div> <div>Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.</div>	<div>\$3.00 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>
<div><input type="checkbox"/></div> <div># of Email Accounts: <div></div></div>	<div>Add-On Feature 5: Azure Active Directory Premium P1</div> <div>A robust set of capabilities to empower organizations with more complex identity and access management needs.</div>	<div>\$5.00 per email / per month</div> <div>+</div> <div>30%</div> <div>Management Fee per month</div>

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

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Exhibit B: Website Services, Pricing and Order Form

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Colorado

Selected Service	Website Service Description	Cost
<input checked="" type="checkbox"/>	Standard Website Package <ul style="list-style-type: none">• Modern & streamlined pre-set website design• Responsive design adapts to variety of screen sizes• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly• Training for county staff on website platform & making website edits• Project Management Services for Migration Included• Phone & email support, Monday - Friday, 8 am to 5 pm• This package does not qualify for website postings add-on option	\$1,550 per year
<input type="checkbox"/>	Standard Plus Website Package <ul style="list-style-type: none">• Includes all features of Standard Package, plus website postings add-on• Modern & streamlined pre-set website design• Responsive design adapts to variety of screen sizes• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly• Training for county staff on website platform & making website edits• Project Management Services for Migration Included• Phone & email support, Monday - Friday, 8 am to 5 pm• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form	\$3,550 per year

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<input type="checkbox"/>	<p>Premium Website Package</p> <ul style="list-style-type: none">• Modern & streamlined website design• Responsive design adapts to variety of screen sizes• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly• Training for county staff on website platform & making website edits• Project Management Services for Migration Included• Phone & email support, Monday - Friday, 8 am to 5 pm• Custom designed website layout• Advanced website modules like blogs, database, custom site search engine and mobile website	<p>\$4,500 first year (includes set-up fee & first annual payment)</p> <p>/</p> <p>\$3,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Ultimate Website Package</p> <ul style="list-style-type: none">• Modern & streamlined website design• Responsive design adapts to variety of screen sizes• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly• Training for county staff on website platform & making website edits• Project Management Services for Migration Included• Phone & email support, Monday - Friday, 8 am to 5 pm• Custom designed website layout• Advanced website modules like blogs, database, custom site search engine and mobile website• Communicator module to prominently place county news & announcements on website homepage	<p>\$5,500 first year (includes set-up fee & first annual payment)</p> <p>/</p> <p>\$4,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Website Postings Add-on</p> <ul style="list-style-type: none">• Available for Premium and Ultimate Website Packages only at a discounted rate• Website content posts and edits fulfilled by TAC CIRA staff on your behalf• Edits are submitted via email or web form	<p>\$1,800 per year</p>

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Selected Service	Website Service Description	Cost
<input type="checkbox"/>	Website Content Migration or Customization <ul style="list-style-type: none">• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.• Performing content migration from one website to another.	\$50 / per hour
<input type="checkbox"/>	Mobile App <ul style="list-style-type: none">• Available for Ultimate Website Packages only• Custom designed Mobile App for iOS and Android• Mobile Apps available for download in the App Store and Google Play Store• Project Management Services for Setup Included• Phone & email support, Monday - Friday, 8 am to 5 pm	\$6,500 first year (includes set-up fee & first annual payment) / \$5,000 annual fee (after first year)
<input type="checkbox"/>	New Custom Seal/Logo Design <ul style="list-style-type: none">• Have a new custom seal or logo designed for your county, department or program• Includes up to three custom design mockups• Final design format: Vector	\$2,000 per logo
<input type="checkbox"/>	Existing Seal/Logo Refresh <ul style="list-style-type: none">• Give your existing county seal or program logo a refreshed look• Includes design and color modifications• Price quote provided upon request• Final design format: Vector	\$150 / per hour

Printed Name: Ty Prause

Title: County Judge

Authorized Signature: _____

Date: May 14, 2024

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Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
8. I will abide by and consent to the following terms and conditions
 - [Rackspace Acceptable Use Policy \(AUP\)](#)
 - [Microsoft End User License Terms](#)
 - [Microsoft License Mobility Terms](#)

SIGNED the ____ day of _____, 20__

Signature: _____

Printed Name: _____ Title: _____

County: _____

Email address: _____

MINUTES OF THE COLORADO COUNTY
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Bill To:

Colorado County
PO Box 236
Columbus TX 78934-0236

Remit To:

CIRA
P.O. Box 1698
San Antonio, TX 78296

INVOICE SOP018658 Date 1/10/2024

Description		Ext. Price
Web Hosting 2024 - Standard Website Package	1	\$1,550.00
Subtotal		\$1,550.00
Tax		\$0.00
Total		\$1,550.00

Cut Here

Invoice Number SOP018658	Amount Due Due Date	\$1,550.00 2/9/2024
Bill Date 1/10/2024		
Colorado County PO Box 236 Columbus TX 78934-0236	CIRA PO Box 1698 San Antonio, TX 78296	
COL0SOP018658	155000	

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- _19. Consent items:
- a. Notification from Texas Department of State Health Services of County's 2024 pro rata share of tobacco settlement proceeds of \$36,734.98.
 - b. Countersigned Contract from Constellation NewEnergy, Inc. for the Fairgrounds (5/29/2024-7/28/2025).
 - c. Justice of the Peace End of Year Review 2023.
 - d. Acknowledgment of users that have completed yearly cybersecurity training per HB 3834.
 - e. Certification of Continuing Education: Joyce Guthmann, County Treasurer- 52nd Annual County Treasurers' Continuing Education Seminar.
 - f. Certificate of Liability Insurance posted by:
 1. Liberty Pipeline Group, LLC (3/29/2024-3/29/2025).
 2. Ballard Exploration Company, Inc. (5/1/2024-5/1/2025).

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

(See Attachments)

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TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

April 12, 2024

The Honorable Daniel Tyran Prause
Colorado County
PO Box 236
Columbus, TX 78934-0236

Dear Judge Prause:

Thank you for your participation in the Tobacco Settlement Distribution Program. Based on the expenditure statement submitted by Colorado County, this letter is notification that the county's 2024 pro rata share of tobacco settlement proceeds is \$36,734.98. The Texas Department of State Health Services certified this amount to the Texas Comptroller of Public Accounts, who will transmit payment to you this month.

Any questions concerning this payment, or the program may be directed to Amira Sutton at DSHSTobacco@dshs.texas.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Elaine Q. McHard".

Elaine Q. McHard
Director, Funds Coordination and Management Branch
Office of the Chief Financial Officer

cc: County Auditor

**MINUTES OF THE COLORADO COUNTY
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Constellation.

PO Box 4911
Houston, TX 77210-4911

**Contract Copy
Enclosed**



COLORADO COUNTY
400 SPRING ST STE 204 400
COLUMBUS TX 78934

April 26, 2024

Re: Your Countersigned Contract from Constellation

Thank you for choosing Constellation as your energy provider.

Please see enclosed for a copy of your agreement. We know you have choices for energy supply, and we value the trust you have placed in us.

Is Your Organization Tax Exempt*?

- If your organization is not tax exempt, no further action is needed.
- If your organization qualifies for tax exempt status, please send a valid tax exemption form showing which accounts should be exempt as soon as possible. You can send your form to CNEOpsTaxTeam@constellation.com or fax it to 877-243-4968. If you have previously submitted this form, you can disregard this message.

We want to ensure your account is set up properly for an effortless experience. If you have any questions about your contract, please reach out to us at this toll-free number, 833-848-6938 or write us at P.O. Box 4911, Houston, TX 77210. Our hours of operation are Monday – Friday 8:00 am – 8:00 pm Eastern except Holidays. Our email address is home@constellation.com.

Thank you for your business and we look forward to serving your energy needs.

Thank you,
Contract Administration
Constellation

*Not applicable in Illinois, Ohio, and New Hampshire.

**Tax Advisor Disclaimer- No Professional Advice: The information in this letter is provided with the understanding that Constellation is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, this communication should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers and should not be used for the purpose of avoiding taxes or tax-related penalties. Before making any decision or taking any action, you should seek independent advice from a tax professional.

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Agreement is Not
Valid Unless
Executed by
Seller

Constellation NewEnergy, Inc.
Fixed Price Solutions Transaction Confirmation – for HGACEnergy Members

This TC is entered into pursuant to and in accordance with a Master Agreement executed on 3/2/2020 by and between Constellation NewEnergy, Inc. ("Seller") and Colorado County ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Price Terms. The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
ERCOT Nodal Ancillaries Costs	Fixed
RUC Capacity Short Charge Costs	Fixed
Basis Costs	Fixed
Line Loss Costs	Fixed
Renewable Portfolio Standards Costs	Fixed
RT Ancillary Imbalance Costs	Fixed
ERCOT Securitization Default Charges	Passed Through
ERCOT Securitization Uplift Charges	Passed Through

The contract prices contained in the Account Schedule include credit costs and margin. CRR Auction Revenue Distribution is included in the contract price. In addition, Seller's invoice to Customer shall (a) either include in Energy Costs or separately state the fee earned by the coordination consultant under contract with the H-GAC Energy Purchasing Corporation in accordance with the contracted rate schedule with said consultant, and (b) separately state the H-GAC Energy Purchasing Corporation Aggregation Fee of \$0.00045 per kWh (which is separate and apart from the fee earned by the coordination consultant).

Acknowledgment of Risk. If Customer (referred to as "I" in the language below) receives a Wholesale Indexed Product or Passed Through Ancillary Services And Other ISO Costs or ERCOT Nodal Ancillaries or RUC Capacity Short Charge Costs or RT Ancillary Imbalance Costs or any other ancillary services charges, then the following shall apply:

Wholesale Indexed Product: I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices.

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Passed Through Ancillary Service Charges. I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges.

Passed Through ERCOT Securitization Charges:

To address issues arising from Winter Storm Uri in February 2021, the Texas legislature enacted House Bill 4492 to authorize financing mechanisms to provide funds to help stabilize the market. Subchapter M (PUCT Docket 52321) and Subchapter N (PUCT Docket 52322) resulted in the following charges: ERCOT Securitization Default Charges are those related to ERCOT's financing of costs associated with certain market participants defaulting on their payment obligations as a result of Winter Storm Uri, and ERCOT Securitization Uplift Charges are those related to ERCOT's financing of costs associated with extraordinary costs charged to load serving entities, including retail electric providers, during Winter Storm Uri. Notwithstanding anything to the contrary herein, Accounts located in Lubbock Power & Light will not be charged ERCOT Securitization Default Charges or ERCOT Securitization Uplift Charges.

Billing. Customer's Account(s) will be billed as follows per the Master Agreement: Seller Consolidated Billing.

Section 1.1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Basis Costs" means the difference in market prices between the zone of the service account and the supply hub associated with the service account energy zone. The real time market price will be used to calculate Basis Costs except that where the contract specifies use of the day ahead market price as the energy index for settlement, the day ahead index price will be used for calculating Basis Costs.

"Covered Bandwidth" does not apply to this TC.

"CRR Auction Revenue Distribution" means disbursements of surpluses associated with the ERCOT Nodal Protocols that are generated from Congestion Revenue Rights to Seller based on Load Ratio Shares (LRS), as such terms are defined in the ERCOT Nodal Protocols.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ERCOT Nodal Ancillaries Costs" means additional charges and fees associated with and defined in the ERCOT Nodal Protocols including, but not limited to, Load-Allocated Firm Fuel Supply Service, Base Point Deviation Payment, Charge for Emergency Power Increases, RUC Make Whole Uplift Charge, RUC Decommitment Charge, and RUC Clawback Payment.

"ERCOT Securitization Default Charges" means charges related to ERCOT's financing of costs associated with certain market participants defaulting on their payment obligations as a result of Winter Storm Uri.

"ERCOT Securitization Uplift Charges" means charges related to ERCOT's financing of costs associated with extraordinary costs charged to load serving entities, including retail electric providers, during Winter Storm Uri.

"Holdover Fee" means a cost of \$.005250 per kWh in the holdover rate.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Locational Marginal Price" means the Settlement Point Price (SPP) for the relevant index, day ahead or real time, as established by ERCOT rules (and includes the ORDC Real-Time Price Adder as set forth in NPRR 568 which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014).

"LMP" or "Holdover Market Price" means the real time Locational Marginal Price.

"Non Time Of Use" or "Non TOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Payment Date" means the date thirty (30) days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.

"Peak" means the hours designated as peak from time to time by the UDC.

"Pricing Schedule" means "Transaction Confirmation" or "TC".

"RT Ancillary Imbalance Costs" means for any billing period the applicable charges or credits regarding real-time (RT) ancillary imbalance services as set forth in Nodal Protocol Revision Request 568 (NPRR 568) and the ERCOT Nodal Protocols which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the

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Errors and omissions excepted. Std. Transaction Confirmation Rev Jan-29-2016 (for HGACEnergy)

(23a,999) (JM)

Sales Rep: Gary Hudson

G554571.81946.0

Printed: 4/22/2024

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product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RUC Capacity Short Charge Costs" means charges and fees associated with the ERCOT RUC Capacity Short charge. If Customer enters into RTT(s) to fix Customer's energy price, the RUC Capacity Short Charge will be fixed for any RTT volumes that are associated with a Fixed Price or Heat Rate RTT.

"Utility" means the "local electricity distribution company" or "UDC".

"Wholesale Indexed Product" means a retail electric product in which the price a customer pays for electricity includes a direct pass-through of real-time settlement point prices determined by the independent organization certified under the Texas Utilities Code Section 39.151 for the ERCOT power region.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

Section 2.2. Seller and UDC Contact Information. Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 844-636-3749, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Central Power and Light	AEP-CPL	1-866-223-8508

Public Utility Commission of Texas. Additional information, including information on consumer rights, may be obtained by contacting the Public Utility Commission of Texas ("PUCT") at (888) 782-8477.

Section 2.3. CUSTOMER PROTECTIONS AND WAIVERS OF CONSUMER RIGHTS. CUSTOMER AGREES THAT THE PUCT'S CUSTOMER PROTECTION RULES, 16 TEX. ADMIN. CODE, SUBCHAPTER R (§§25.471 ET SEQ) **ARE WAIVED AND DO NOT APPLY TO THE AGREEMENT TO THE EXTENT ALLOWED BY LAW. THE AGREEMENT GOVERNS IN THE EVENT OF ANY CONFLICT BETWEEN IT AND THE PUCT'S CUSTOMER PROTECTION RULES.** CUSTOMER CAN VIEW THESE RULES AT: <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>. **AFTER CONSULTING WITH AN ATTORNEY OF CUSTOMER'S OWN SELECTION, CUSTOMER VOLUNTARILY WAIVES CUSTOMER'S RIGHTS, IF ANY, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, §§ 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE ("DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.**

Section 2.4. Miscellaneous. For Account(s) located in Texas:

(i) Certain Warranties and Prompt Payment. Customer warrants and represents that for Account(s) located in the State of Texas, Customer's aggregate peak load during any 12 month period is greater than 50 kilowatts or that Customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12-month period, and that the electricity supplied under Customer Agreement is not for use at a residence. Chapter 2251 of Subtitle F of the Texas Government Code (the "Prompt Payment Act") applies to Seller's service to Texas governmental entities. If Customer is a Texas political subdivision, such as a county, municipality, public school district or special-purpose district or authority, then Customer acknowledges that the Prompt Payment Act allows a governmental entity to take advantage of an offer for an early payment discount and to negotiate a prompt payment discount with a vendor when possible. If this Agreement contains a Payment Date less than 45 days, then Customer and Seller agree that the price offered to Customer represents an early payment discount for shorter payment terms instead of the standard 45 day payment terms for a political subdivision.

(ii) DISCONNECTION. Pursuant to PUCT regulations, all retail electric providers are allowed to disconnect customers for non-payment or if no service contract is in effect. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges that in addition to the rights set forth in Customer's Agreement, Seller shall be entitled to disconnect Customer's service for non-payment or no contract to the extent allowed by law. Customer holds Seller harmless for any interruptions or disruptions of service initiated by the UDC. Customer shall reimburse Seller for any costs incurred or passed through to Seller by the UDC for reinstatement of service.

(iii) Termination of Holdover Term. Notwithstanding any other provisions to the contrary in this Agreement regarding the holdover term, upon termination of the holdover term by either Party, NewEnergy may, in accordance with Law, take steps to cease providing service to Customer.

(iv) Governmental Entity Requirement. Chapter 2270 of Subtitle F, Title 10 of the Texas Government Code applies to Seller's contracts for goods or service to a Texas governmental entity. By signing and entering into this Agreement, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the TC.

(v) Requirements service. To the extent that Customer operates health care or other facilities for which it maintains emergency generators, use of such generators in an outage or force majeure situation or for required testing purposes for limited periods is allowed.

FOR INTERNAL USE ONLY

**MINUTES OF THE COLORADO COUNTY
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(vi) Public Information Act. It is recognized by the parties that Buyer is subject to the Public Information Act (Chapter 552, Texas Government Code), that this Agreement is subject thereto, including any applicable disclosure exemptions therein, and that Seller may be a contractor or vendor and this Agreement may be a contract subject thereto. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

**MINUTES OF THE COLORADO COUNTY
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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart
Amanda Stewart
Vice President - Retail Ops

Printed Name:

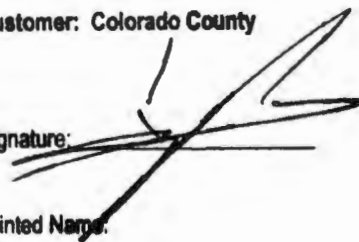
Title: 04/24/2024

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

Customer: Colorado County

Signature: 

Printed Name:

Title:

Date:

Address: 400 Spring St Ste 204
Columbus, TX 78934-2460

Fax:

Phone: (979) 732-2604

Email:

FOR INTERNAL USE ONLY

©2024 Constellation Energy Resources, LLC All rights reserved.

Errors and Omissions excepted. Std: Transaction Confirmation Rev Jan-29-2016 (for HGAC Energy)

(23a,999) (JM)

Sales Rep: Gary Hudson

G554571..81946.0

Printed: 4/22/2024

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**MINUTES OF THE COLORADO COUNTY
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**ACCOUNT SCHEDULE:
For: Colorado County**

The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on April 22, 2024

**Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 22

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
AEP-CPL	10032789401774925	CROSSROADS BLVD UNIT VENDOR, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789410657882	CROSSROADS BLVD UNIT HOMEEC, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789413198030	CROSSROADS BLVD UNIT NFENCE, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789413712661	CROSSROADS BLVD UNIT BBQCOOK, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789441757441	CROSSROADS BLVD UNIT RESTROM, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789448409580	CROSSROADS BLVD UNIT 150HPS, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789448409581	CROSSROADS BLVD UNIT 100HPS, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789452776745	CROSSROADS BLVD OFC, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789458165751	CROSSROADS BLVD UNIT ENTPVLN, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789459999131	CROSSROADS BLVD UNIT COMLEXH, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789468243728	CROSSROADS BLVD UNIT CONSESS, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789472427916	CROSSROADS BLVD UNIT TRACTOR, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789475184331	CROSSROADS BLVD UNIT ARENA, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789478417088	CROSSROADS BLVD UNIT ERSTRM, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789481695855	1164 CROSSROADS BLVD UNIT 1, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789492048775	1164 CROSSROADS BLVD, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789493321598	CROSSROADS BLVD UNIT CONCRR, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789494277075	1164 CROSSROADS BLVD UNIT RVSITE, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085

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AEP-CPL	10032789496559744	1164 CROSSROADS BLVD UNIT RV2, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789496675371	CROSSROADS BLVD HSE MTRAGTT, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789498615090	CROSSROADS BLVD UNIT ALUMFFA, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085
AEP-CPL	10032789498866710	CROSSROADS BLVD UNIT CVRDCOW, Columbus, TX 78934	05/29/24	07/28/25	\$0.09085

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

- Ameresco, Inc. ("Broker") is acting on Customer's behalf as Customer's representative and is not a representative or agent of Constellation;
- To compensate Broker for its efforts to facilitate our entering into this TC, Constellation is remitting a \$/kWh fee on Customer's behalf to Broker on all electricity supply provided under this TC;
- Constellation may also remit an additional fee to Broker on Customer's behalf for each additional Retail Trade Transactions ("RTTs") entered into in connection with this TC; and
- Customer's prices set forth in this TC and in any RTTs for which a fee is included are inclusive of the fee(s) being disbursed to Broker.
- Customer should direct any questions regarding such fee(s) to Broker.

**MINUTES OF THE COLORADO COUNTY
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May 13, 2024



THE OFFICE OF THE COUNTY AUDITOR

Colorado County Courthouse Annex
318 Spring Street, Suite 104
Columbus, Texas 78934

Phone: (979) 732-2791
Fax: (979) 732-2924

May 8, 2024

Honorable Ty Prause, County Judge and
Members of the Commissioner's Court
400 Spring Street
Columbus, Texas 78934

RE: Justice of the Peace End of Year Review

Honorable Ty Prause and Members of the Court:

Attached to be received and filed is the 2023 Justice of the Peace End of Year Review. The audit covered the calendar year, January 1, 2023 – December 31, 2023.

This report has been reviewed and acknowledged by each Justice of the Peace of Colorado County. Findings and recommendations have been reviewed with the respective offices.

Sincerely,

Michelle Lowrance

Michelle Lowrance
Colorado County Auditor

Attachments:

Justice of the Peace End of Year Review dated March 13, 2024.

**MINUTES OF THE COLORADO COUNTY
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May 13, 2024**



THE OFFICE OF THE COUNTY AUDITOR

Colorado County Courthouse Annex
318 Spring Street, Suite 104
Columbus, Texas 78934

Phone: (979) 732-2791
Fax (979) 732-2924

Date: March 13, 2024

To: Colorado County
Justice of the Peace Offices

From: Michelle Lowrance, Colorado County Auditor

RE: Justice of the Peace End of Year Review

SCOPE

The Colorado County Auditor's Office conducted a year end review for all the Justice of the Peace offices as of and for the period ending December 31, 2023. The period reviewed was January 1, 2023, through December 31, 2023. The procedures were performed by Tori Bohrer of the auditor's office.

The scope of the internal audit encompasses the financial records and administrative procedures related to the office. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the office.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such test items. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The elected official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Colorado County Justice of the Peace offices as defined by the AICPA professional standards. However, the internal audit was performed with objectivity and due professional care.

AUDIT OBJECTIVES

- Reliability and Integrity of Information
- Safeguarding of Assets
- Compliance with Statutes, Policies and Procedures

**MINUTES OF THE COLORADO COUNTY
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Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective. A review was performed to establish the timeliness of deposits to the bank and the recording of transactions in the fee collections report for both cash and credit card transactions.

Safeguarding of Assets

Cash, checks and credit cards receipts should be secured in a safe, lockbox or some other method to ensure the assets are secure.

Compliance with Statutes, Policies and Procedures

Per Local Government Code Sec.113.022:

- (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received.

If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

To test the completeness and accuracy of the transactions, in order to achieve the audit objectives, and to determine compliance with LGC 113.022, the following procedures were performed:

Citation fees for the calendar year 2023, which were received on the fee collection report, were compared to the bank statements to determine the timeliness of bank deposits and processing of credit card transactions and the recording of the transactions on the fee collection reports.

Transactions by Office:

	Cash	Credit Cards	Total
JP 1	347	655	1,002
JP 2	156	467	623
JP 3	229	335	564
JP 4	<u>335</u>	<u>375</u>	<u>708</u>
TOTAL	<u>1,067</u>	<u>1,832</u>	<u>2,887</u>

Assuming 260 work days per year, the average activity per day is 11 transactions.

**MINUTES OF THE COLORADO COUNTY
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The results of the test procedures by each office are as follows:

Justice of the Peace 1:

There was a total of 1,002 transactions for the year consisting of 347 cash transactions and 655 credit card transactions.

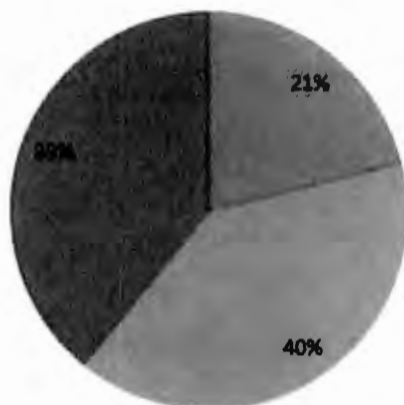
Cash Transaction activity:

- 75 transactions (21%) were deposited within 1 day.
- 153 transactions (40%) were deposited between 2 to 4 days after collection.
- 119 transactions (39%) were deposited 5+ days from the date reported on the collections report.

Of the 655 credit card transactions, all were processed in a timely manner.

JP 1 Cash Deposits

■ 0-1 ■ 2-4 ■ 5+



JP 1 Credit Card Transactions

■ Timely ■ Untimely



**MINUTES OF THE COLORADO COUNTY
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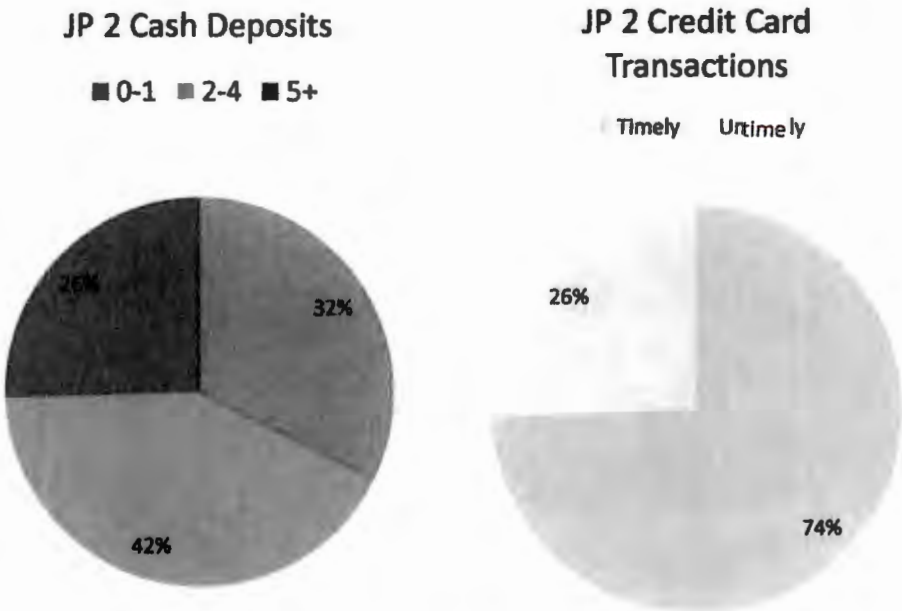
Justice of the Peace 2:

There was a total of 623 transactions for the year and out of that there were 156 cash transactions and 467 credit card transactions.

Cash Transaction Activity:

- 54 transactions (32%) were deposited within 1 day,
- 68 transactions (42%) were deposited between 2 to 4 days after collection,
- 34 transactions (26%) were deposited 5+ days from the date reported on the collections report.

Of the 467 credit card transactions, 120 transactions (26%) were not processed in a timely manner.



**MINUTES OF THE COLORADO COUNTY
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Justice of the Peace 3:

There was a total of 564 transactions for the year and out of that there were 229 cash transactions and 335 credit card transactions.

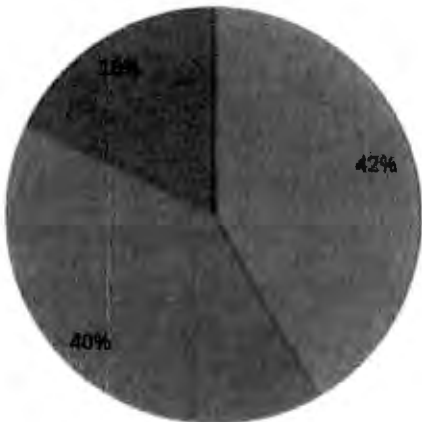
Of the 229 cash transactions:

- 179 transactions were deposited within 1 day,
- 42 transactions were deposited between 2 to 4 days after collection,
- 8 transactions were deposited 5+ days from the date reported on the collections report.

Of the 335 credit card transactions, 14 transactions were not processed in a timely manner.

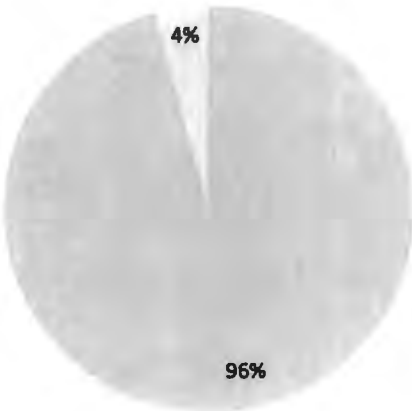
JP 3 Cash Deposits

■ 0-1 ■ 2-4 ■ 5+



JP 3 Credit Card Transactions

■ Timely ■ Untimely



**MINUTES OF THE COLORADO COUNTY
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Justice of the Peace 4:

There was a total of 708 transactions for the year and out of that there were 335 cash transactions and 375 credit card transactions.

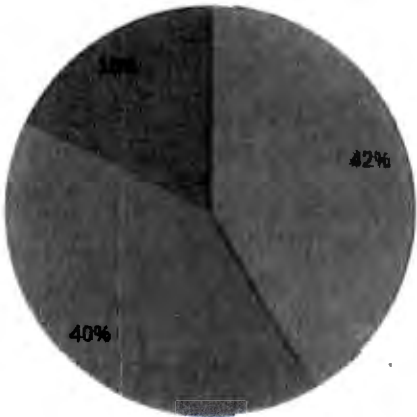
Of the 335 cash transactions:

- 131 transactions were deposited within 1 day,
- 149 transactions were deposited between 2 to 4 days after collection,
- 55 transactions were deposited 5+ days from the date reported on the collections report.

Of the 375 credit card transactions, 53 transactions were not processed in a timely manner.

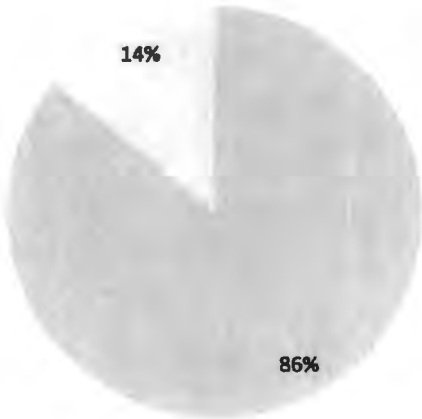
JP 4 Cash Deposits

■ 0-1 ■ 2-4 ■ 5+



JP 4 Credit Card Transactions

■ Timely ■ Untimely



**MINUTES OF THE COLORADO COUNTY
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Objectives of proper and timely collection, deposits and recording of transactions:

Safeguarding of Assets

Safeguarding of assets has three basic components:

1. Physical security of the collections
 - a. Physical security encompasses any method to physically secure the collections or the assets from loss. Monies collected should be kept in a locked drawer or safe until they are deposited into the bank.
2. Minimal exposure to loss
 - a. Daily depositing is one of the most effective methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections. The Justice of the Peace offices has a policy to deposit collections daily.
3. Proper management of the collections
 - a. Daily activity should be recorded consistently with fee collection reports and banking activity. Reconciliation of fee collection reports and banking activity should be performed daily.

Compliance with Statutes, Policies and Procedures

In order to achieve compliance with the LGC, bank accounts were established at sub-depositories at JP 2 and JP 4 to accommodate this objective and to make daily deposits more convenient and timely. JP 1 and JP 3 have access to the main depository in the County Seat.

FINDINGS (applicable to all)

- Banking activity is not consistent with the recording of transactions on the fee report.
- Deposits are not consistently made in compliance with the LGC.
- Credit card transactions are not made timely and reconciled to the fee collection reports.

RECOMMENDATIONS:

1. Ensure compliance with LGC 113.022 by establishing a regular procedure for making cash deposits.
2. Ensure assets are in a secure location and maintain a daily record of any amounts held beyond the date of receipt.
3. Maximize interest earnings with timely deposits.
4. Develop and implement daily and monthly procedures to ensure objectives are met.

**MINUTES OF THE COLORADO COUNTY
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SUMMARY

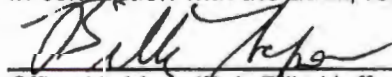
All offices reviewed have the same findings and recommendations. The offices should implement the recommendations and consult with the Auditor's Office as required. Follow-up procedures will be performed to determine test results after the recommendations have been implemented.

This report is intended for the information and use of the Office of Colorado County, Justice of the Peace offices and designed to provide reasonable, but not absolute, assurance that the areas under review meet requirements that are adequate to safeguard the County's assets from loss, theft, or misuse. Because of the inherent limitation in any system of internal controls, errors or irregularities may occur and not be detected. It is the responsibility of the office to establish and maintain effective internal controls over compliance with the requirements of laws and regulations applicable to the office.


The audit was conducted in accordance with the Local Government Code and pronouncements issued by the Governmental Accounting Standards Board. The Auditor's office planned and performed the audit to obtain sufficient, appropriate evidence that provides a reasonable basis for the observations and opinion based on audit objectives. It is believed that the evidence obtained provides a reasonable basis for the observations and opinion based on the audit objectives.

OPINION

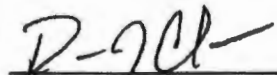
In connection with the audit, recommendations for improvements are included.


Office Holder, JP 1, Billy Heffner

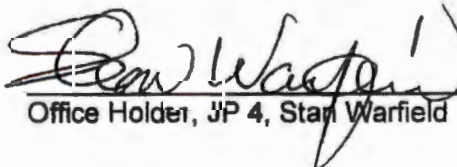
4-25-2024
Date


Officer Holder, JP 2, Boe Reeves

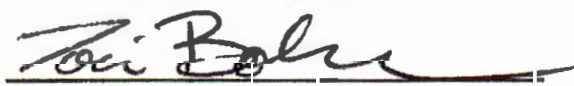
4-25-2024
Date


Office Holder, JP 3, Don Clark

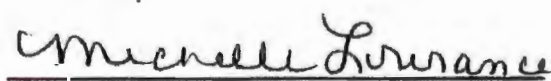
4-25-24
Date


Office Holder, JP 4, Stan Warfield

4-25-24
Date


Tori Bohrer
Colorado County Assistant Auditor

4-25-2024
Date


Michelle Lowrance
Colorado County Auditor

4/25/2024
Date

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First Name	Last Name	Completed
Billy	hefner	5/10/2024 10:58
Gloria	McCain	5/7/2024 9:49
Keith	Webb	5/5/2024 20:04
Jan	Willette	5/4/2024 14:32
Donnie	Templeton	5/3/2024 12:06
Teressa	Thomas	5/3/2024 11:06
Kyle	Hudec	5/3/2024 10:40
Dawn	Fike	5/3/2024 10:31
Robert	Lormand	5/2/2024 5:54
Kimberly	Menke	4/30/2024 17:38
Valerie	Harmon	4/30/2024 15:43
Billy	Kahn	4/30/2024 10:35
Darrell	Gertson	4/29/2024 15:18
Erica	Kollaja	4/29/2024 12:43
Cheri	Tello	4/26/2024 14:41
Donald	Clark	4/26/2024 10:42
Joyce	Guthmann	4/25/2024 15:49
Melissa	Garza	4/25/2024 14:55
Richard	Wessels	4/25/2024 11:38
Craig	Peikert	4/25/2024 9:48
Aurelia	Reyes	4/25/2024 9:42
Alyssa	Lindemann	4/25/2024 9:41
Justin	Lindemann	4/25/2024 9:29
Charlotte	Alger	4/24/2024 12:25
Tori	Bohrer	4/24/2024 9:37
Collin	Byars	4/23/2024 20:45
Ryan	Brandt	4/23/2024 14:19
Jacob	Gorman	4/23/2024 13:44
Keith	Neuendorff	4/23/2024 9:37
Allison	Gerik	4/23/2024 3:05
Lisa	Weiss	4/22/2024 22:22
Melinda	Zajicek	4/22/2024 16:29
Geri	Vandermark	4/22/2024 6:46
Michelle	Lowrance	4/21/2024 11:18
Carolyn	Olson	4/19/2024 13:18
MICHELLE	NUNNELLY	4/19/2024 12:11

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

Please keep this copy for your records.

Certification for Continuing Education
52nd Annual County Treasurers' Continuing Education Seminar
April 15-18, 2024 | Embassy Suites by Hilton San Marcos Hotel | San Marcos
Educational Co-Sponsor: V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

I, Joyce Guthmann, do hereby certify that I attended the above listed program and was present at the courses of instruction. I am claiming continuing education credit hours for courses I have listed below:

Session Title		Date	Time	Hours Offered	Hours Claimed	
Human Resources (mini conference)		Mon, Apr 15	1-5 p.m.	4	-	
Dynamic Leadership		Tues, Apr 16	8:10-9:50 a.m.	2	2	
Legislative Update		Tues, Apr 16	10:10-11 a.m.	1	1	
\$\$\$ Texas Economic Forecast		Tues, Apr 16	11-11:50 a.m.	1	1	
Servant Leadership		Tues, Apr 16	1:20-2:35 p.m.	1.5	1.5	
Balancing Transparency and Legal Defense: The Impact of Responding to PIA Request		Tues, Apr 16	2:55-3:45 p.m.	1	1	
Use Your Intuition: Intuitive Eating 101		Tues, Apr 16	3:45-4:35 p.m.	1	1	
What's SO Great About Open Enrollment? Everyone Benefits!		Wed, Apr 17	8-8:50 a.m.	1	1	
Your Financial Statements are Telling a Story. Are You Listening		Wed, Apr 17	8:50-9:40 a.m.	1	1	
CIRCLE CONCURRENT SESSION ATTENDED						
Unclaimed Property	Navigating the Texas State Capitol: Engaging with State Legislators as County Officials	\$\$\$ Back to Basics – PFIA and Investing in the Current Market	Wed, Apr 17	10:10-11 a.m.	1	1
Unclaimed Property	Navigating the Texas State Capitol	\$\$\$ Back to Basics – PFIA and Investing in the Current Market	Wed, Apr 17	11:05-11:55 a.m.	1	1
Boosting Financial Wellness with Your Retirement Offerings	What Floats Your Boat	\$\$\$ Exploring Alternatives to Bank Pledged Assess	Wed, Apr 17	1:10-2 p.m.	1	1
Boosting Financial Wellness with Your Retirement Offerings	What Floats Your Boat	\$\$\$ Exploring Alternatives to Bank Pledged Assess	Wed, Apr 17	2:05-2:55 p.m.	1	1
Ensuring Compliance: Texas County Payments to Election Workers and Jurors	Writing Winning Grants: Basic Content, Structure and Tips	\$\$\$ Understanding GASB 31 and 72: Compliance Insights for Texas Public Funds Investment Act	Wed, Apr 17	3:20-4:10 p.m.	1	1
Ensuring Compliance: Texas County Payments to Election Workers and Jurors	Writing Winning Grants: Basic Content, Structure and Tips	\$\$\$ Understanding GASB 31 and 72	Wed, Apr 17	4:15-5:05 p.m.	1	1
Demystifying AI For County Leaders		Thurs, Apr 18	8-9:15 a.m.	1.5	1.5	
Doing Retirement Right		Thurs, Apr 18	9:15-10:05 a.m.	1	1	
Ethics for County Treasurers		Thurs, Apr 18	10:25-11:15 a.m.	1	1	
SB22 Ins & Outs		Thurs, Apr 18	11:15 a.m.-12:05 p.m.	1	1	
TOTAL CONTINUING EDUCATION HOURS				24	20	

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

☒ Treasurer & Staff (max of 24 hours): _____ ☒ \$\$\$ County Investment Academy Member (max of 5 hours): _____
☒ \$\$\$ PFIA (max of 5 hours): _____

I represent and declare all of the above statements are true and correct.

Name (print): Joyce Guthmann
County: Colorado Title: County Treasurer
Date: 4-18-24 Signature: Joyce Guthmann

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2024

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

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

PRODUCER MARSH USA LLC. 500 Dallas St., Suite 1500 Houston, TX 77002		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN121757488--GAU-24-25 5W		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Liberty Pipeline Group, LLC 1300 Main St. Ste. 17.094 Houston, TX 77002		INSURER A : Indian Harbor Insurance Company 36940	
		INSURER B : Scottsdale Insurance Company 41297	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: HOU-003913359-04 REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			US00138584LI24A	03/29/2024	03/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			US00138584LI24A	03/29/2024	03/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			US00138585LI24A XNS0012416	03/29/2024 03/29/2024	03/29/2025 03/29/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Colorado County Office Of The Colorado County Judge 400 Spring, Room 113 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC
---	--

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2024

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

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

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092		CONTACT NAME: Samantha Brown PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: sbrown@bmbinc.com		FAX (A/C, No): 713-880-7166	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Lloyds of London			
INSURED Ballard Exploration Company, Inc. 1021 Main Street Suite 2310 Houston TX 77002		INSURER B : Incline Casualty Company			11090
		INSURER C : Texas Mutual Insurance Company			22945
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES		CERTIFICATE NUMBER: 2089043799		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BATSGL00002900	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ANCR00012000	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	BATSLX00002800	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001167907	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Control of Well			B1240NG02936A24	5/1/2024	5/1/2025		See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Control of Well limits:
\$20,000,000 any one occurrence combined single limit: Drilling Wells
\$20,000,000 any one occurrence combined single limit: Workover Wells
\$20,000,000 any one occurrence combined single limit: Producing Wells
\$5,000,000 any one occurrence: Care, Custody and Control

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are See Attached...

CERTIFICATE HOLDER	CANCELLATION
Colorado County Attn: Susan Rogers 400 Spring, Room 113 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

MINUTES OF THE COLORADO COUNTY
COMMISSIONER’S COURT REGULAR MEETING
May 13, 2024

AGENCY CUSTOMER ID: BALLARDEXP
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Ballard Exploration Company, Inc. 1021 Main Street Suite 2310 Houston TX 77002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

available by emailing contact as shown above.

General Liability:
Blanket additional insured Ongoing Operations per form #5000 01 23
Blanket additional insured Completed Operations per form #5000 01 23
Blanket waiver of subrogation per form #5000 01 23
Blanket primary/non-contributory per form #5000 01 23

Automobile:
Blanket additional insured per form #ANCRAIB 04 23
Blanket waiver of subrogation per form #ANCRWSB 04 23
Blanket primary/non-contributory per form #CA0449 11 16

Worker's Compensation:
Blanket waiver of subrogation per form #WC 42 03 04 B

Umbrella:
Blanket additional insured per form #7000 01 23
Blanket waiver of subrogation per form #7000 01 23
Blanket primary/non-contributory per form #7000 01 23

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

Policy Number: BATSGLO0002900
Effective Date: 5/1/2024 – 5/1/2025

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured if designated in the DECLARATIONS as a Named Insured:
 - a. If you are an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. If you are a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the liability arising out of your interest, or the conduct of your business.
 - c. If you are a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. If you are an organization other than a partnership, joint venture or limited liability company, you are an insured. Your **"executive officers"** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. If you are a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 - f. if you own a **"non-operating working interest"** in any oil, gas, or other mineral property, then you are an insured, but only with respect to liability arising out of your **"non-operating working interest"** in such oil, gas, or other mineral property.
2. Each of the following is also an insured:
 - a. Your **"volunteer workers"** only while performing duties related to the conduct of your business, or your **"employees"**, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **"employees"** or **"volunteer workers"** are insureds for:
 - (1) **"Bodily injury"** or **"personal and advertising injury"**:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**"employee"** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **"volunteer workers"** while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-**"employee"** or **"volunteer worker"** as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

Policy Number: BATSGLO00002900
Effective Date: 5/1/2024 – 5/1/2025

With respect to "***bodily injury***" only, the limitation in (1) above does not apply to:

- (a) You or your directors, managers, members, executive officers, partners, or supervisors as insureds; or
- (b) Your "***employees***" as insureds, with respect to such damages because of first aid services administered by such an ***employee***.

(2) "***Property damage***" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "***employees***", "***volunteer workers***", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "***employee***", "***volunteer worker***" or a landman acting on your behalf), or any organization while acting as your real estate manager, but only with respect to their duties as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
- e. A person or organization owning a "***non-operating working interest***", but only when you have agreed in a written contract or written agreement (including, but not limited to, a joint operating agreement) to provide insurance coverage for the benefit of the person or organization owning a "***non-operating working interest***" in any oil, gas, or other mineral property in which you are the operator. In addition, the written contract or written agreement requiring you to provide insurance for a person or organization owning a "***non-operating working interest***" must be in effect during the policy period and executed before the "***bodily injury***", "***property damage***", or "***personal and advertising injury***" occurred. However, the person or organization owning a "***non-operating working interest***" is an insured only with respect to liability arising out of the "***non-operating working interest***". Furthermore, the insurance provided will not exceed the lesser of:
 - (1) The coverage, terms, and/or limits of this policy; or
 - (2) The coverage, terms, and/or limits required by said written contract or written agreement.
- f. Any person or organization whom you agree in a written contract or written agreement to add as an additional insured on your policy or to provide liability insurance for, but only with respect to liability arising out of your operations or liability arising out of premises owned by or rented to you.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

Policy Number: BATSGLO00002900
Effective Date: 5/1/2024 – 5/1/2025

In addition, the written contract or written agreement requiring you to provide liability insurance or to include a person or organization as an additional insured must be in effect during the policy period and executed before the ***"bodily injury"***, ***"property damage"***, or ***"personal and advertising injury"*** occurred. Furthermore, the insurance provided will not exceed the lesser of:

- a. The coverage and/or terms; or
- b. The coverage and/or terms required by said written contract or written agreement.

Moreover, the limit of insurance available to such additional insured shall be no more than the specific minimum dollar limit required in that written contract or written agreement or the limits of this policy whichever is less. If there is no specific dollar limit required, the limit available to such additional insured shall be \$1,000,000.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. COVERAGE A does not apply to ***"bodily injury"*** or ***"property damage"*** that occurred before you acquired or formed the organization; and
 - c. COVERAGE B does not apply to ***"personal and advertising injury"*** arising out of an offense committed before you acquired or formed the organization.
 - d. COVERAGE D does not apply to ***"pollution clean-up costs"*** for a ***"pollution event"*** that commenced before you acquired or formed the organization.

In Rem Action(s) against any watercraft owned or operated by, rented by, chartered by, or loaned to the insured will in all respects be treated in the same manner as though the action were In Personam against that insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

_20. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

Commissioner Gertson questioned some of the software and licensing payments. Michelle Lowrance responding that it was all things that were approved previously by the court.

Commissioner Neuendorff noticed an incorrect entry under the elections department. He also mentioned the Sheriff's Office is still buying fuel from 3M.

Motion by Commissioner Neuendorff to approve all accounts payable, budget amendments and new ledger accounts (if any) pending the changes discussed; 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
May 13, 2024



Colorado County, TX

Pending Expense Approval Report
By Fund
APPKT00436;APPKT00437

Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Fund: 0012 - General Fund					
Department: 0000 - 0000					
Perdue, Brandon, Fielder, Coll...	April '24	PERDUE - COLLECTIONS FEE	0012-0000-00-24760	4.1 - 4.30.24 District Clerk DLQ...	390.10
GHS, LTD	April 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP3 Collection Fees	1,565.32
GHS, LTD	April 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP1 Collection Fees	1,375.22
GHS, LTD	April 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP4 Collection Fees	1,018.85
GHS, LTD	April 2024	GHS - COLLECTIONS FEE	0012-0000-00-24750	JP2 Collection Fees	564.37
Department 0000 - 0000 Total:					4,913.86
Department: 0400 - COUNTY JUDGE					
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0400-00-61000	Cellular service	37.99
Aqua Beverage Company	150001	SUPPLIES/EQUIPMENT UNDER...	0012-0400-00-62640	Cty Judge water & cooler rent...	32.50
Dewitt Poth and Son	751101-0	COPIER USAGE EXPENSE	0012-0400-00-62400	Cty Judge Copier Maint	90.62
GreatAmerica Financial Svcs	36489999	COPIER USAGE EXPENSE	0012-0400-00-62400	Toshiba eStudio 2515AC	128.00
Department 0400 - COUNTY JUDGE Total:					289.11
Department: 0401 - COMMISSIONER'S COURT					
Crain, Caton & James, PC	1264691	OUTSIDE LEGAL SERVICES	0012-0401-00-66531	Inland Environmental thru ma...	3,875.52
Crain, Caton & James, PC	1264692	OUTSIDE LEGAL SERVICES	0012-0401-00-66531	Remediation Claim thru March..	7,798.50
David B. Brooks	April 2024	OUTSIDE LEGAL SERVICES	0012-0401-00-66531	April legal consultation serivces	100.00
Department 0401 - COMMISSIONER'S COURT Total:					11,774.02
Department: 0403 - COUNTY CLERK					
Dewitt Poth and Son	751871-0	COPIER USAGE EXPENSE	0012-0403-00-62400	Cty Clerk Copier Maint	84.14
Dewitt Poth and Son	751872-0	COPIER USAGE EXPENSE	0012-0403-00-62400	Cty Clerk Copier Maint	43.23
Dewitt Poth and Son	752180-0	COPIER USAGE EXPENSE	0012-0403-00-62400	Cty Courtroom Copier Maint	30.00
Dewitt Poth and Son	752961-0	COPIER USAGE EXPENSE	0012-0403-00-62400	Cty Clerk Plotter Maint	59.65
Kimberly Menke	4.23.24 reimburse	CONFERENCES/SEMINARS/DU...	0012-0403-00-61700	reimburse mileage for Region...	121.40
Department 0403 - COUNTY CLERK Total:					338.42
Department: 0410 - ELECTIONS					
ODP Business Solutions	354509758001	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections 8.5x14 copy paper	65.11
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0410-00-61000	Cellular service	493.87
Stryker Sales LLC	9206049043	REPAIRS OF EQUIP/VEHICLES	0012-0410-00-63300	control board assmbly	2,272.00
Amazon Capital Services	1LIG-FKV-DCTR	OFFICE SUPPLIES - ADMIN	0012-0410-00-62600	Elections rolling cart & desk c...	74.99
Department 0410 - ELECTIONS Total:					2,905.97
Department: 0428 - PUBLIC DEFENDER					
Verizon Wireless	9962439827	TIDC GRANT EXPENDITURES	0012-0428-00-69068	Public Def iPad Pro Tablets	136.02
Relx Inc.	3095077705	LAW BOOKS/ON-LINE SUBSCR...	0012-0428-00-61305	April online subscriptions	131.34
Thomson Reuters-West	850110358	LAW BOOKS/ON-LINE SUBSCR...	0012-0428-00-61305	online subscriptions	76.00
Department 0428 - PUBLIC DEFENDER Total:					343.36
Department: 0433 - 25TH JUDICIAL DISTRICT					
D'Lois L. Jones	2024 Q1	COURT REPORTERS EXPENSE	0012-0433-00-62664	Q1 2024 court reproter milea...	840.18
D'Lois L. Jones	2024 Q1	COURT REPORTERS EXPENSE	0012-0433-00-62664	Q1 2024 hotel 2/26-29/24	289.71
Department 0433 - 25TH JUDICIAL DISTRICT Total:					1,129.89
Department: 0435 - DISTRICT COURT					
Katrina Dannhaus Packard, P.C.	CR26-630	CRT APPOINTED ATTORNEYS	0012-0435-00-69032	CPS Atty Fee Voucher	616.75
Markham Investigations	2769	PROF SVCS-NON SPECIFIED	0012-0435-00-66542	CR21-154 Ethan Dulany Invest...	2,500.00
BCC Languages LLC	240472	INTERPRETORS	0012-0435-00-66530	Spanish Interpreter 23-141 & ...	240.00
The Law Offices of Fischer & R...	CR21-153	CRT APPOINTED ATTORNEYS	0012-0435-00-69032	Court Appointed Attorney	14,565.00
South Texas Forensic Psycholo...	5.4.24	PROF SVCS-NON SPECIFIED	0012-0435-00-66542	Competency Evaluation	800.00
Department 0435 - DISTRICT COURT Total:					18,721.75
Department: 0450 - DISTRICT CLERK					
Tyler Technologies, Inc	020-151457	SOFTWARE/LICENSE SERVICES ..	0012-0450-00-64000	4.1.24-3.31.25 Enterprise Case..	94,540.40
Dewitt Poth and Son	751873-0	COPIER USAGE EXPENSE	0012-0450-00-62400	Dist Clerk copier maint	124.02

MINUTES OF THE COLORADO COUNTY
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Pending Expense Approval Report				Packet: APPKT00436;APPKT00437	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Colorado County Citizen	16296	SUPPLIES/EQUIPMENT UNDER...	0012-0450-00-62640	District Clerk help wanted ad	78.00
				Department 0450 - DISTRICT CLERK Total:	94,742.42
Department: 0451 - JUSTICE OF THE PEACE #1					
Aqua Beverage Company	039513	SUPPLIES/EQUIPMENT UNDER...	0012-0451-00-62640	JP1 water Acct# 005321	29.97
Prestige Office Products, LLC	131461	SUPPLIES/EQUIPMENT UNDER...	0012-0451-00-62640	JP1 mousepad	22.77
				Department 0451 - JUSTICE OF THE PEACE #1 Total:	52.74
Department: 0452 - JUSTICE OF THE PEACE #2					
Boe Reeves	INV0000212	CONFERENCES/SEMINARS/DU...	0012-0452-00-61700	April 17-19, 2024 mileage to ...	123.28
Aqua Beverage Company	213746	SUPPLIES/EQUIPMENT UNDER...	0012-0452-00-62640	JP2 cooler rent & water Acct# ...	45.98
				Department 0452 - JUSTICE OF THE PEACE #2 Total:	169.26
Department: 0453 - JUSTICE OF THE PEACE #3					
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0453-00-61000	Cellular service	40.21
Aqua Beverage Company	150565	SUPPLIES/EQUIPMENT UNDER...	0012-0453-00-62640	JP3 cooler rent & water Acct# ...	75.20
				Department 0453 - JUSTICE OF THE PEACE #3 Total:	115.41
Department: 0454 - JUSTICE OF THE PEACE #4					
Apple Lumber	2404-150878	SUPPLIES/EQUIPMENT UNDER...	0012-0454-00-62640	JP4 bleach & toilet kit	15.58
Aqua Beverage Company	150537	SUPPLIES/EQUIPMENT UNDER...	0012-0454-00-62640	JP4 water & cooler rent Acct# ...	31.97
Amazon Capital Services	1LXD-K67M-74HY	SUPPLIES/EQUIPMENT UNDER...	0012-0454-00-62640	JP4 office supplies	24.98
Stan Warfield	April '24 mileage	TRAVEL EXPENSES	0012-0454-00-62000	April 1-29, 2024 mileage	369.17
				Department 0454 - JUSTICE OF THE PEACE #4 Total:	441.70
Department: 0475 - COUNTY ATTORNEY					
ODP Business Solutions	362846730001	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	Cty Atty 202A Cyan toner	104.01
ODP Business Solutions	362846416001	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	SPK USB flash drive	49.17
ODP Business Solutions	362846729001	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	Cty Atty 202A Toner cartridges	277.28
Carolyn Olson	2024 State Bar dues	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	reimburse for 2024 State Bar ...	265.00
Relx Inc.	3095077705	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	April online subcriptions	131.34
Comdata	April '24 XY863	CO/DIST ATTY OFFICE EXPENS...	0012-0475-00-69012	Cty Attorney fuel	191.72
				Department 0475 - COUNTY ATTORNEY Total:	1,018.52
Department: 0495 - COUNTY AUDITOR					
Prestige Office Products, LLC	131402	SUPPLIES/EQUIPMENT UNDER...	0012-0495-00-62640	Auditor office supplies	93.09
Amazon Capital Services	1HCW-FYYF-R9YM	SUPPLIES/EQUIPMENT UNDER...	0012-0495-00-62640	Auditor correction tape	6.94
Prestige Office Products, LLC	131430	SUPPLIES/EQUIPMENT UNDER...	0012-0495-00-62640	Cty Auditor "Vendor will Pick ...	14.42
				Department 0495 - COUNTY AUDITOR Total:	114.45
Department: 0497 - COUNTY TREASURER					
Joyce Guthmann	Apr '24 Conf reimb	CONFERENCES/SEMINARS/DU...	0012-0497-00-61700	April 15-18, 2024 conf reimbu...	142.04
Joyce Guthmann	Apr '24 Conf reimb	CONFERENCES/SEMINARS/DU...	0012-0497-00-61700	meals	80.00
Southern Computer Warehou...	INV00807921	EQUIPMENT OVER \$500	0012-0497-00-70500	Receipt printer & power adap...	750.57
Dewitt Poth and Son	752960-0	SUPPLIES/EQUIPMENT UNDER...	0012-0497-00-62640	Cty Treasurer copier maint	368.95
				Department 0497 - COUNTY TREASURER Total:	1,341.56
Department: 0510 - COURTHOUSE BLDG					
Gulf Coast Paper Co., Inc.	2509290	CLEANING SUPPLIES	0012-0510-00-63200	Cleaning products	166.68
Bugman Inc.	121742	PEST CONTROL	0012-0510-00-63205	EMS Weimar quarterly pest c...	60.00
Double C Pest Control	16235	PEST CONTROL	0012-0510-00-63205	JP4 bi-monthly pest control svc	40.00
Constellation New Energy, Inc.	68157513001	UTILITIES	0012-0510-00-63000	EL EMS Electricity thru 4/17/24	324.94
San Bernard Electric Coop, Inc.	Apr '24 #3465300	UTILITIES	0012-0510-00-63000	Tower Electricity	43.00
Gulf Coast Paper Co., Inc.	2526200	CLEANING SUPPLIES	0012-0510-00-63200	Bowl clip deodorizers	26.95
Columbus Plumbing & Service,...	6779	REPAIRS TO BLDGS	0012-0510-00-63210	Facilitate instillation of the CH...	18,082.54
A L & M Building Supply	570224	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Maint "D" batteries	32.48
Live Oak Home Center LLC	1009	REPAIRS TO BLDGS	0012-0510-00-63210	Remove & replace carpet	18,874.84
A L & M Building Supply	570405	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Maint mounting tape	14.38
A L & M Building Supply	570436	GROUNDNS MAINTENANCE	0012-0510-00-63100	Turf Builder fertilizer	227.94
Gulf Coast Paper Co., Inc.	2528734	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Paper products	175.31
Gulf Coast Paper Co., Inc.	2528734	CLEANING SUPPLIES	0012-0510-00-63200	Cleaning products	386.35
A L & M Building Supply	570534	GROUNDNS MAINTENANCE	0012-0510-00-63100	Maint 50# gravel	7.89
Constellation New Energy, Inc.	68217963901	UTILITIES	0012-0510-00-63000	JP4 Electricity	294.52
Constellation New Energy, Inc.	68217964401	UTILITIES	0012-0510-00-63000	Streetlights	78.45
Constellation New Energy, Inc.	68224447401	UTILITIES	0012-0510-00-63000	Travis Streetlights	11.11
Constellation New Energy, Inc.	68225213001	UTILITIES	0012-0510-00-63000	Travis Streetlights	11.11

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Pending Expense Approval Report				Packet: APPKT00436;APPKT00437	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Constellation New Energy, Inc.	68237257101	UTILITIES	0012-0510-00-63000	Svcs Facility Electricity	782.63
Constellation New Energy, Inc.	68240543401	UTILITIES	0012-0510-00-63000	Streetlights	13.17
Bugman Inc.	121775	PEST CONTROL	0012-0510-00-63205	EMS Altair quarterly pest cont...	60.00
Bugman Inc.	121776	PEST CONTROL	0012-0510-00-63205	EMS Columbus quarterly pest ...	60.00
Aqua Beverage Company	150550	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Probation water & cooler rent...	101.39
A L & M Building Supply	570680	REPAIRS TO BLDGS	0012-0510-00-63210	Courthouse Fluorescent bulbs...	45.99
City of Weimar	Apr '24 #11-0250-01	UTILITIES	0012-0510-00-63000	JP2 utilities	350.52
City of Weimar	Apr '24 #33-0348-00	UTILITIES	0012-0510-00-63000	EMS Utilities	430.31
Comdata	April '24 XY863	REPAIRS OF EQUIP/VEHICLES	0012-0510-00-63300	Maintenance fuel	238.46
Joshua Guthmann	Jan-April 2024 cell phone	COMMUNICATIONS EXPENSE	0012-0510-00-61000	Jan - April 24 cell phone reim...	80.00
Double C Pest Control	16541	PEST CONTROL	0012-0510-00-63205	Courthouse quarterly pest con...	100.00
Double C Pest Control	16542	PEST CONTROL	0012-0510-00-63205	Annex Quarterly pest control	50.00
Double C Pest Control	16543	PEST CONTROL	0012-0510-00-63205	AgriLife quarterly pest control	40.00
Double C Pest Control	16544	PEST CONTROL	0012-0510-00-63205	Elections Quarterly pest contr...	40.00
Double C Pest Control	16545	PEST CONTROL	0012-0510-00-63205	Maintence quarterly pest cont...	20.00
Double C Pest Control	16546	PEST CONTROL	0012-0510-00-63205	Maint storage quarterly pest ...	15.00
Double C Pest Control	16547	PEST CONTROL	0012-0510-00-63205	Probation quarterly pest cont...	40.00
Double C Pest Control	16555	PEST CONTROL	0012-0510-00-63205	Airport quarterly pest control	40.00
Double C Pest Control	16582	PEST CONTROL	0012-0510-00-63205	JP2 quarterly pest control	40.00
A L & M Building Supply	570792	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Courthouse fluorescent lights ...	45.99
A L & M Building Supply	570799	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Courthouse fluorescent light ...	91.98
Condra Communications	71999	REPAIRS OF EQUIP/VEHICLES	0012-0510-00-63300	May Alarm System Monitoring...	20.00
Colorado Valley Telephone Co...	May '24 #124300	UTILITIES	0012-0510-00-63000	JP2 Phone, fax, Internet	228.61
Constellation New Energy, Inc.	68237256501	UTILITIES	0012-0510-00-63000	Radio Tower Electricity	5.86
City Of Bellville	14167	GROUNDS MAINTENANCE	0012-0510-00-63100	mulch for Annex beds	16.60
A L & M Building Supply	571078	GROUNDS MAINTENANCE	0012-0510-00-63100	Maint 2GL StandNSpray	32.99
A L & M Building Supply	571078	REPAIRS TO BLDGS	0012-0510-00-63210	CH Smoke/CO Alarm	164.97
City Of Bellville	14175	GROUNDS MAINTENANCE	0012-0510-00-63100	mulch for Annex beds	16.20
Condra Communications	72022	REPAIRS OF EQUIP/VEHICLES	0012-0510-00-63300	test (2) cameras; repair, reset...	100.00
Department 0510 - COURTHOUSE BLDG Total:					42,129.16
Department: 0515 - PARKS & RECREATION					
A L & M Building Supply	570168	MAINTENANCE	0012-0515-00-63410	PCT3 Adjustable Light Photo C...	16.79
Amazon Capital Services	16QQ-KJ39-7CJN	MAINTENANCE	0012-0515-00-63410	Beason's Park garbage bags	97.18
Department 0515 - PARKS & RECREATION Total:					113.97
Department: 0530 - EMERGENCY MANAGEMENT					
Voceon	3.26.24 quote	EQUIPMENT OVER \$500	0012-0530-00-70500	40% of quote for dispatch con...	140,000.00
Amazon Capital Services	1G4H-47Q1-4JVX	SUPPLIES/EQUIPMENT UNDER...	0012-0530-00-62640	EOM HDMI Splitter	11.98
Department of Information Re...	24030893N	STATE HOMELAND SECURITY ...	0012-0530-00-69074	April T-Line	467.38
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0530-00-61000	Cellular service	37.99
Harris Cty Accts Rec-Radio	113150	RADIO REPAIRS & MAINTENA...	0012-0530-00-63400	4/1-4/31 Monthly SW-WAVE	45.00
Department 0530 - EMERGENCY MANAGEMENT Total:					140,562.35
Department: 0540 - EMS					
Zoll Medical Corp	383802757	EQUIPMENT OVER \$500	0012-0540-20-70500	payment on difibrillators \$455...	2,106.54
On Site Decals, LLC	15928	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	graphics on 2023 Silverado 35...	5,125.00
Henry Schein Inc.	81975780	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	225.22
Henry Schein Inc.	81984293	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	180.99
Henry Schein Inc.	82178703	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	288.67
Bound Tree Medical, LLC	85314302	AMBULANCE SUPPLIES	0012-0540-21-62612	Rocuronium 100 mg (10/bx)	325.99
Michael Furrh	032929	EQUIPMENT OVER \$500	0012-0540-20-70500	(3) Stryker chair with track	4,500.00
Henry Schein Inc.	82539935	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	1,252.15
Stryker Sales LLC	9206009015	EQUIPMENT OVER \$500	0012-0540-20-70500	XPS Retrofit kit	3,543.75
A L & M Building Supply	570067	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS connectors	26.34
Stryker Sales LLC	9206019379	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	X-Restraint Package	307.84
Amazon Capital Services	1RM4-FP49-C3T4	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	discount	-5.89
Amazon Capital Services	1RM4-FP49-C3T4	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS 10" brushes	50.49
Amazon Capital Services	1RM4-FP49-C3T4	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS 10" brush	84.15
Amazon Capital Services	1RM4-FP49-C3T4	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS dorm refrigerator	244.97
Quadmed Inc.	254435	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	954.06
Columbus Tire Center	38791	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	inspect EMS LP# 1197453	7.00

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Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Columbus Tire Center	38793	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	inspect EMS LP# 1400073	7.00
Linde Gas & Equipment Inc.	42399639	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS cylinder rental	654.55
Linde Gas & Equipment Inc.	42399644	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS cylinder rental	546.00
Henry Schein Inc.	83647519	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	351.20
Bound Tree Medical, LLC	85323491	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	559.83
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0540-25-61000	Cellular service	238.20
Amazon Capital Services	11K7-VXGY-KGLX	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS returned keyless deadbolt	-103.07
Amazon Capital Services	1CQL-11Y6-KKC6	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	CREDIT ON DORM REFRIGERA...	-244.97
Amazon Capital Services	1VLP-F7D7-G94P	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS hanging file holder	89.07
Amazon Capital Services	1VLP-F7D7-G94P	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	discount	-4.45
Amazon Capital Services	1WWL-CFLW-MKTN	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS 80A toner cartridge	56.99
Stryker Sales LLC	9206049043	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	Labor & travel	610.00
Stryker Sales LLC	9206049043	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	cable assmbly, COT coonector	92.00
Amazon Capital Services	1WPQ-YQFL-Q3R6	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS Colored Plastic Storage b...	661.60
DSS Driving Safety Services, LLC	24-1492021	DRUG & ALCOHOL TESTING	0012-0540-25-66515	EMS NonDOT random Drug te...	165.00
DSS Driving Safety Services, LLC	24-1492021	DRUG & ALCOHOL TESTING	0012-0540-25-66515	EMS NonDOT Alcohol test	35.00
Quadmed Inc.	254577	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	420.00
Columbus Tire Center	38879	BATTERIES, TIRES & TUBES	0012-0540-24-63305	EMS tire repair .	31.59
Linde Gas & Equipment Inc.	42523304	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS oxygen	309.21
A L & M Building Supply	570449	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS 10YR Smoke/CO Alaim	181.47
Amazon Capital Services	1KDM-14TD-FC4C	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	CCSO telephone cords	10.99
Bound Tree Medical, LLC	85329962	AMBULANCE SUPPLIES	0012-0540-21-62612	Epinephrine 1mg 10 PK	143.99
Impact Promotional SVCS, LLC	INV88129	UNIFORMS	0012-0540-25-62100	John Banialis uniform	464.78
Henry Schein Inc.	80812952	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	371.74
Aqua Beverage Company	150475	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS Station 1 cooler rent Acc...	12.00
Aqua Beverage Company	150476	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS Station 3 cooler rent & w...	75.00
Aqua Beverage Company	214340	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS Station 5 cooler rent & w...	41.97
Quadmed Inc.	254845	AMBULANCE SUPPLIES	0012-0540-21-62612	Pedi Airway Adapter set	119.00
Comdata	April '24 XY863	FUEL & OIL	0012-0540-20-62670	EMS fuel	1,499.77
A & A Oil Co., Inc.	April '24	FUEL & OIL	0012-0540-20-62670	EMS April fuel	127.04
Henry Schein Inc.	81448614	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	3.55
Chuck Brown Ford	FOCS208515	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS '22 F350 repair	562.64
Colorado County Tax Assessor...	May '24 LP# 1197453	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS renew LP# 1197453	7.50
Colorado County Tax Assessor...	May '24 LP# 1400073	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS renew LP# 1400073	7.50
Quadmed Inc.	254994	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	1,757.67
Bound Tree Medical, LLC	85335204	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	434.12
Quadmed Inc.	255052	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	3.18
Quadmed Inc.	255068	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	1.59
Quadmed Inc.	255143	AMBULANCE SUPPLIES	0012-0540-21-62612	Pediatric CPR pads	315.00
3L USA LLC	349465	FUEL & OIL	0012-0540-20-62670	EMS fuel	1,143.17
3L USA LLC	349465	FUEL & OIL	0012-0540-20-62670	EMS fuel	896.08
Zoll Medical Corp	9009410357	TRAINING COURSES/SUPPLIES	0012-0540-25-62607	payment on subscription \$24,...	112.27
A L & M Building Supply	571137	SUPPLIES/EQUIPMENT UNDER...	0012-0540-20-62640	EMS filters & keys	54.74
Diehard Custom	304655	EQUIPMENT OVER \$500	0012-0540-20-70500	EMS sign	525.50
FSC, Inc.	51746	MISCELLANEOUS/MATCHING ...	0012-0540-25-69066	Survey Plat of 10' Utility Ease...	1,713.50
Department 0540 - EMS Total:					34,277.78
Department: 0555 - RURAL ADDRESSING					
Iprint Technologies	1127983	SUPPLIES/EQUIP UNDER \$500	0012-0555-00-62640	911RA HP 414X printer cartrid...	171.00
Department 0555 - RURAL ADDRESSING Total:					171.00
Department: 0560 - COUNTY SHERIFF					
Hank Peterson	885469	ESTRAY EXPENSES	0012-0560-13-66100	cowboy fee case# 20240235	250.00
CDW LLC	QT80967	EQUIPMENT OVER \$500	0012-0560-10-70500	Panasonic Tough Books	5,813.06
Schneider Tire & Lube LLC	50190	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Unit 603 oil change	58.98
3L USA LLC	348045	FUEL & OIL	0012-0560-11-62670	CCSO fuel	3,083.63
Columbus Tire Center	38778	BATTERIES, TIRES & TUBES	0012-0560-11-63305	Spare Unit fiat tire repair	31.59
Oak Grove Veterinary Clinic	77264	ESTRAY EXPENSES	0012-0560-13-66100	Ranch call to euthanize horse	250.00
Amazon Capital Services	1K13-KGMJ-7KNC	SUPPLIES/EQUIPMENT UNDER...	0012-0560-10-62640	CCSO Ethernet cables	82.30
Columbus Tire Center	38787	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Jail LP# 1318059 oil change & ...	87.36
Columbus Tire Center	38805	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	CCSO inspect LP# 1318094	7.00
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0560-14-61000	Cellular service	2,340.93

MINUTES OF THE COLORADO COUNTY
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Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Schneider Tire & Lube LLC	50234	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	inspect Jail LP# 1318011	7.00
Amazon Capital Services	1MX1-Q4VH-P467	SUPPLIES/EQUIPMENT UNDER...	0012-0560-10-62640	CCSO desk chars	1,299.30
Schneider Tire & Lube LLC	50244	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Unit 613 oil change	58.98
Schneider Tire & Lube LLC	50244	BATTERIES, TIRES & TUBES	0012-0560-11-63305	Unit 613 tire repair	32.49
Amazon Capital Services	1JJM-FG4J-6VJG	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Cabin filter & smoke purifiers ...	26.93
Columbus Tire Center	38887	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	CCSO Unit 611 oil change	70.55
Schneider Tire & Lube LLC	50257	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	CCSO inspect Unit 632 LP# 14...	7.00
Colorado County Tax Assessor...	Apr '24 LP# 1318094	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Jail renew LP# 1318094	7.50
Comdata	April '24 XY863	FUEL & OIL	0012-0560-11-62670	CCSO fuel	600.22
3L USA LLC	348865	FUEL & OIL	0012-0560-11-62670	CCSO fuel	3,144.27
Columbus Tire Center	39053	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Unit 619 oil change LP# 14155...	70.55
Columbus Tire Center	39053	BATTERIES, TIRES & TUBES	0012-0560-11-63305	Unit 619 tire repair LP# 14155...	74.50
Colorado County Tax Assessor...	May '24 LP# 1400077	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	CCSO Unit 632 LP# 1400077	7.50
Colorado County Tax Assessor...	May '24 LP# 1318011	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Jail renew LP# 1318011	7.50
Amazon Capital Services	1JRH-YRR1-FGPX	SUPPLIES/EQUIPMENT UNDER...	0012-0560-10-62640	CCSO Power Charger for Toug...	77.98
				Department 0560 - COUNTY SHERIFF Total:	17,497.12
Department: 0565 - COUNTY JAIL					
Bold Plumbing, LLC	021224-C-BT	JAIL REPAIRS	0012-0565-00-63210	Repair at Jail	265.50
Columbus Medical Clinic	9944476443	REQUIRED TESTING & DRUG T...	0012-0565-00-66515	Pre-employment screening	33.00
Columbus Medical Clinic	9944456847	REQUIRED TESTING & DRUG T...	0012-0565-00-66515	preemployment screening Jess..	77.00
Bold Plumbing, LLC	030324-A-FE	JAIL REPAIRS	0012-0565-00-63210	EMERGENCY repairs at Jail	445.50
Bold Plumbing, LLC	030624-B-FE	JAIL REPAIRS	0012-0565-00-63210	Repair at Jail	726.21
Labatt Food Service	04180660	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,397.91
Iprint Technologies	1126565	JAIL SUPPLIES	0012-0565-00-62632	CP4025 toner collection unit	23.00
Skyline Equipment, LLC	SV-IN042194	JAIL REPAIRS	0012-0565-00-63210	Jail Washing Machine Mainte...	326.00
A L & M Building Supply	570102	JAIL REPAIRS	0012-0565-00-63210	Jail TV repair	7.17
Labatt Food Service	04229132	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	2,931.27
Sustainable Security Solutions	524-036	JAIL REPAIRS	0012-0565-00-63210	Rec Door Mods & Sliding Door...	4,957.00
Bold Plumbing, LLC	042324-E-FE	JAIL REPAIRS	0012-0565-00-63210	Jail repairs	244.50
Labatt Food Service	04252273	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate Food	1,972.13
Performance Foodservice Te...	2294800	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate food	796.56
Constellation New Energy, Inc.	68240543101	UTILITIES	0012-0565-00-63000	Jail Electriclty	4,709.40
Uline	176630901	JAIL SUPPLIES	0012-0565-00-62632	Jail (3) trash cans & stapler	98.59
Double C Pest Control	16579	PEST CONTROL	0012-0565-00-63205	Jail monthly pest control	85.00
Garcia Clinical Laboratory, Inc.	68607	PRISONER MEDICAL/MEDICINE	0012-0565-00-65020	April 2024 Lab services	33.00
Southern Health Partners, Inc.	BASE50286	PRISONER MEDICAL/MEDICINE	0012-0565-00-65020	June 2024 Base Provision for ...	10,647.17
Iprint Technologies	1132100	MISCELLANEOUS SUPPLIES	0012-0565-00-62690	Jail Lexmark 58D1H0E Hi Yield...	205.00
				Department 0565 - COUNTY JAIL Total:	30,980.91
Department: 0585 - INFORMATION TECHNOLOGY					
Tyler Technologies, Inc	025-463519	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Financial Project Management	10,658.70
Comdata	April '24 XY863	REPAIRS OF EQUIP/VEHICLES	0012-0585-00-63300	IT Dept fuel	213.44
				Department 0585 - INFORMATION TECHNOLOGY Total:	10,872.14
Department: 0640 - CONTRACT SERVICES					
Travis County Medical Examin...	3300008310	AUTOPSIES	0012-0640-00-66400	Expert Witness Testimony Fee	1,800.00
Henneke Funeral Home	4.29.24	AUTOPSIES	0012-0640-00-66400	Remove & Transport body The..	1,485.00
Travis County Medical Examin...	3300008197	AUTOPSIES	0012-0640-00-66400	Ryan O'Nel Gonzales PA 24-00...	3,891.00
Travis County Medical Examin...	3300008197	AUTOPSIES	0012-0640-00-66400	Miguel Anjel Castro PA 23-07...	3,778.00
Travis County Medical Examin...	3300008215	AUTOPSIES	0012-0640-00-66400	Jacob Miles Cassell PA 24-004...	3,891.00
Caring Transports, LLC	1351	AUTOPSIES	0012-0640-00-66400	remove body from Rice Hosp ...	250.00
Henneke Funeral Home	5.2.24	AUTOPSIES	0012-0640-00-66400	Remove & Transport body Mi...	1,515.00
Henneke Funeral Home	5.5.24	AUTOPSIES	0012-0640-00-66400	Remove & Transport body Dan...	1,315.00
				Department 0640 - CONTRACT SERVICES Total:	17,925.00
Department: 0645 - INDIGENT HEALTHCARE					
Indigent Healthcare Solutions,...	77672	SOFTWARE LICENSE	0012-0645-00-64000	Professional Svcs for June 2024	1,059.00
				Department 0645 - INDIGENT HEALTHCARE Total:	1,059.00
Department: 0665 - AGRI EXTENSION SERVICE					
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0012-0665-00-61000	Cellular service	37.99
Laramie Kettler	82765365	CONFERENCES/SEMINARS/DU...	0012-0665-00-61700	reimburse for D11 Spring meet..	40.00
Comdata	April '24 XY863	TRAVEL EXPENSES	0012-0665-00-62000	Agri Life fuel	109.54

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Pending Expense Approval Report					Packet: APPKT00436;APPKT00437
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Laramie Kettler	April '24	TRAVEL EXPENSES	0012-0665-00-62000	April 2024 reimbursement me...	24.10
Laramie Kettler	April '24	TRAVEL EXPENSES	0012-0665-00-62000	April 2024 reimbursement mil...	165.49
Ja'Shae Carter	82837947	CONFERENCES/SEMINARS/DU...	0012-0665-00-61700	Dist11 Spring meeting registra...	40.00
Department 0665 - AGRI EXTENSION SERVICE Total:					417.12
Department: 0695 - MISCELLANEOUS					
KM&L, LLC	98179	ACCOUNTING/AUDITING FEES	0012-0695-00-66505	Completion of FY23 Fieldwork...	24,000.00
Aqua Beverage Company	150466	MISCELLANEOUS EXPENSE	0012-0695-00-69900	Annex cooler rent Acct# 8022	12.00
Aqua Beverage Company	150470	MISCELLANEOUS EXPENSE	0012-0695-00-69900	CH Basement water & cooler ...	99.96
Department 0695 - MISCELLANEOUS Total:					24,111.96
Fund 0012 - General Fund Total:					458,529.95
Fund: 0013 - Records Preservation					
Department: 0613 - RECORDS RETENTION					
Fidlar Technologies, Inc.	0899110-IN	RECORDS PRESERVATION	0013-0613-00-61205	Annual Maint Property Fraud ...	1,500.00
Department 0613 - RECORDS RETENTION Total:					1,500.00
Fund 0013 - Records Preservation Total:					1,500.00
Fund: 0014 - Airport					
Department: 0520 - 0520					
San Bernard Electric Coop, Inc.	Apr '24 #1060800	UTILITIES	0014-0520-00-63000	Airport Electricity	189.84
A & A Oil Co., Inc.	070363	MAINTENANCE	0014-0520-00-63410	Diesel for airport	103.50
A-Line Auto Parts	10358729	MAINTENANCE	0014-0520-00-63410	gas can for airport	37.99
Department 0520 - 0520 Total:					331.33
Fund 0014 - Airport Total:					331.33
Fund: 0017 - Colorado County Fairgrounds					
Department: 0170 - Fairground					
Columbus Glass & Mirror	I000142965	MAINTENANCE	0017-0170-00-63410	Door repairs	125.42
Amazon Capital Services	1LJG-FKV4-3JMJ	MAINTENANCE	0017-0170-00-63410	Air Fresheners (12 CT)	75.98
Department 0170 - Fairground Total:					201.40
Fund 0017 - Colorado County Fairgrounds Total:					201.40
Fund: 0021 - Road & Bridge Pct 1					
Department: 0621 - PCT #1					
J & W Farm and Ranch	164965	SHOP SUPPLIES	0021-0621-00-62645	PCT1 refrigerant	155.88
J & W Parts, Inc.	783815	REPAIR MATERIALS	0021-0621-00-63500	PCT1 evaporator valve	19.01
J & W Parts, Inc.	784092	REPAIR MATERIALS	0021-0621-00-63500	parts & supplies	242.76
Diamond Mowers LLC	261951	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 parts for Boom Mowers	3,725.12
Tri-County Petroleum Inc.	114032	FUEL & LUBRICANTS	0021-0621-00-62671	PCT1 Chevron THF 55 gallon	819.50
Linde Gas & Equipment Inc.	42360324	SHOP SUPPLIES	0021-0621-00-62645	PCT1 oxygen & acetylene	97.92
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0021-0621-00-61000	Cellular service	75.98
Nada Garage & Service Station	0256534	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 inspect LP#1318069 & 1...	14.00
Unifirst Holdings Inc.	2680057793	UNIFORMS	0021-0621-00-62100	PCT1 uniforms	83.30
Helena Agri-Enterprises, LLC	52518560	HERBICIDES	0021-0621-00-63105	PCT1 Credit 41	2,610.00
San Bernard Electric Cooperat...	April '24 #1180600	UTILITIES	0021-0621-00-63000	PCT1 Utilities	120.00
Kyrish Truck Centers of Victoria	R501006903.01	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Labor & Parts on '03 Du...	1,440.00
Kyrish Truck Centers of Victoria	R501006903.01	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	computer hook up fee	90.00
Kyrish Truck Centers of Victoria	R501006903.01	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	shop supplies	144.00
Kyrish Truck Centers of Victoria	R501006903.01	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Labor & Parts on '03 Du...	5,779.59
Leopold Service	51461	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Labor on 6415 tractor	480.00
Prihoda Gravel Co.	15174	R&B MATERIALS	0021-0621-00-62680	PCT1 pit run gravel	594.00
Unifirst Holdings Inc.	2680058474	UNIFORMS	0021-0621-00-62100	PCT1 uniforms	74.07
Colorado County Tax Assessor...	April '24 LP# 1092809	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 renew LP# 1092809	7.50
Colorado County Tax Assessor...	April '24 LP# 1318069	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 renew LP# 1318069	7.50
Harry Freudenberg	April '24	COMMUNICATIONS EXPENSE	0021-0621-00-61000	24 cell phone reimb	20.00
Michael Hundl	Mar-May 2024 cell phone	COMMUNICATIONS EXPENSE	0021-0621-00-61000	March - May 24 cell phone re...	60.00
Columbus Bearing & Industrial	319022	SHOP SUPPLIES	0021-0621-00-62645	PCT1 earplugs	43.13
Columbus Bearing & Industrial	319022	REPAIR MATERIALS	0021-0621-00-63500	PCT1 coupling	2.29
Columbus Tire Center	37988	BATTERIES, TIRES & TUBES	0021-0621-00-63305	Firestone Transforce HT2 LT2...	316.36
Unifirst Holdings Inc.	2680059203	UNIFORMS	0021-0621-00-62100	PCT1 uniforms	72.85

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Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
DSS Driving Safety Services, LLC	24-1492233	CDL TESTING	0021-0621-00-66515	PCT1 Random Federal Drug &...	125.00
				Department 0621 - PCT #1 Total:	17,219.76
				Fund 0021 - Road & Bridge Pct 1 Total:	17,219.76
Fund: 0022 - Road & Bridge Pct 2					
Department: 0622 - PCT #2					
Alleyton Resource Company L...	609628	R&B MATERIALS	0022-0622-00-62680	5/8" Road Gravel	2,974.80
Alleyton Resource Company L...	609715	R&B MATERIALS	0022-0622-00-62680	5/8" Road Gravel	1,153.80
Cintas Corporation	4189438801	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4189438801	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	14.84
Stavinoha Tire Pros LLC	119619	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 tires for grader & dump t...	849.95
Stavinoha Tire Pros LLC	119619	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 batteries for grader & d...	1,369.84
Stavinoha Tire Pros LLC	120954	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 tire repair on Volvo grad...	70.20
Nutrien Ag Solutions, Inc.	53740057	HERBICIDES	0022-0622-00-63105	Outrider 10 Johnson Grass Ch...	3,428.37
Mustang Cat	PART6585431	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	Blade edges 140	845.70
Cintas Corporation	4190147269	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4190147269	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	3.79
Tri-County Petroleum Inc.	110467	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	2,076.35
Tri-County Petroleum Inc.	110467	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	1,829.23
Tri-County Petroleum Inc.	110467	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 fuel	1,371.80
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0022-0622-00-61000	Cellular service	37.99
Klesel's Auto Truck & Tractor, ...	116022	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 air valve locker #2 dump ..	84.72
Cintas Corporation	4190860952	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4190860952	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	3.79
Don's Repair Shop	7189	SHOP SUPPLIES	0022-0622-00-62645	PCT2 hose, clamps & oil dry	47.50
Wick Western Auto LLC	04.29.24	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 lighter plug for Loader	20.97
Express Motor Exchange	454799	ROAD EQUIPMENT	0022-0622-00-75000	PCT2 new dump flat bed for F...	10,500.00
Texas Tool Traders	T40429007	SHOP SUPPLIES	0022-0622-00-62645	PCT2 Dewalt Sawzall DCS380B	129.99
City of Weimar	Apr '24 # 33-0870-00	UTILITIES	0022-0622-00-63000	PCT2 utilities	156.83
Alleyton Resource Company L...	609467	R&B MATERIALS	0022-0622-00-62680	5/8" road Gravel	2,399.60
Alleyton Resource Company L...	609550	R&B MATERIALS	0022-0622-00-62680	5/8" Road Gravel	2,869.20
Trafco Industries Inc.	54609	SIGNS	0022-0622-00-62681	PCT2 speed limit signs and pos...	1,278.00
Colorado Valley Telephone Co...	May '24 #125086	UTILITIES	0022-0622-00-63000	PCT2 phone & internet	143.51
Colorado County Tax Assessor...	May '24 LP3 1229151	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	renew PCT2 LP# 1229151	7.50
Prestige Office Products, LLC	131473	OFFICE SUPPLIES	0022-0622-00-62600	PCT2 copy paper & (3) spiral n...	12.14
Cleveland Asphalt Products Co...	27939	R&B MATERIALS	0022-0622-00-62680	CRS2 Asphalt Emulsion	11,009.30
McCoy's Building Supply	1255581	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 wood for patch truck	48.35
Cintas Corporation	4191580908	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	100.62
Cintas Corporation	4191580908	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	3.79
Wick Western Auto LLC	5.6.24	SHOP SUPPLIES	0022-0622-00-62645	PCT2 solvent & brake cleaner	44.97
M-G Farm Service Center	7891	SHOP SUPPLIES	0022-0622-00-62645	PCT2 tie down chains	235.96
				Department 0622 - PCT #2 Total:	45,425.26
				Fund 0022 - Road & Bridge Pct 2 Total:	45,425.26
Fund: 0023 - Road & Bridge Pct 3					
Department: 0623 - PCT #3					
A-Line Auto Parts	10329384	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 pickup wiper blades	9.98
WCTractor	512775	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 tractor repair parts	132.82
Helena Agri-Enterprises, LLC	164716583	HERBICIDES	0023-0623-00-63105	PCT3 Ranger Pro Herbicide	2,062.50
Unifirst Holdings Inc.	2960078790	UNIFORMS	0023-0623-00-62100	PCT3 shop supplies & uniforms	97.54
Unifirst Holdings Inc.	2960078790	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies & uniforms	74.53
SanBernardElectric Coop, Inc.	Apr '24 #774000	UTILITIES	0023-0623-00-63000	PCT3 Electricity	157.00
Tri-County Petroleum Inc.	114023	FUEL & LUBRICANTS	0023-0623-00-62671	Diesel	2,409.10
Tri-County Petroleum Inc.	114023	FUEL & LUBRICANTS	0023-0623-00-62671	Dyed Diesel	1,945.44
Tri-County Petroleum Inc.	114023	FUEL & LUBRICANTS	0023-0623-00-62671	PCT4 fuel	2,959.70
A L & M Building Supply	570078	SHOP SUPPLIES	0023-0623-00-62645	PCT3 dish soap	3.29
A L & M Building Supply	570078	SIGNS	0023-0623-00-62681	PCT3 spray paint	15.58
Colorado Materials, LTD	390022	R&B MATERIALS	0023-0623-00-62680	PCT3 limestone base	1,414.75
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0023-0623-00-61000	Cellular service	37.99
Unifirst Holdings Inc.	2960079727	UNIFORMS	0023-0623-00-62100	PCT3 shop supplies & uniforms	97.54
Unifirst Holdings Inc.	2960079727	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies & uniforms	17.53

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Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Tri-County Petroleum Inc.	114185	FUEL & LUBRICANTS	0023-0623-00-62671	Primeguard DEF 2.5/1	195.00
Tri-County Petroleum Inc.	114185	FUEL & LUBRICANTS	0023-0623-00-62671	Chevron THF1000	177.00
Prihoda Gravel Co.	15173	R&B MATERIALS	0023-0623-00-62680	PCT3 pit run gravel	2,860.00
Columbus Bearing & Industrial	319267	SHOP SUPPLIES	0023-0623-00-62645	PCT3 safety glasses	16.42
Colorado Materials, LTD	390690	R&B MATERIALS	0023-0623-00-62680	PCT3 limestone base	763.75
Keith Neuendorff	April 2024	COMMUNICATIONS EXPENSE	0023-0623-00-61000	April 2024 cell phone reimbur...	40.00
Schneider Tire & Lube LLC	50317	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	inspect PCT3 LP# 1143785	7.00
Unifirst Holdings Inc.	2960080758	UNIFORMS	0023-0623-00-62100	PCT3 shop supplies & uniforms	97.54
Unifirst Holdings Inc.	2960080758	SHOP SUPPLIES	0023-0623-00-62645	PCT3 shop supplies & uniforms	17.53
Colorado Materials, LTD	391129	R&B MATERIALS	0023-0623-00-62680	PCT3 limestone base	329.00
Columbus Tire Center	39204	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 inspect LP# 1464982	7.00
Columbus Tire Center	39206	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 inspect LP# 9012459	7.00
Columbus Tire Center	39207	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	inspect PCT3 LP#9011724, LP#...	14.00
Colorado County Tax Assessor... May '24 LP# 1143785		REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 renew LP# 1143785	7.50
Colorado County Tax Assessor... May '24 LP# 1464982		REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 renew LP#1464982	7.50
Colorado County Tax Assessor... May '24 LP# 9011724		REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	renew PCT3 LP# 9011724	7.50
Colorado County Tax Assessor... May '24 LP# 9012459		REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	renew PCT3 LP# 9012459	7.50
Colorado County Tax Assessor... May '24 LP# 9128187		REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	renew PCT3 LP# 9128187	7.50
				Department 0623 - PCT #3 Total:	16,004.03
				Fund 0023 - Road & Bridge Pct 3 Total:	16,004.03
Fund: 0024 - Road & Bridge Pct 4					
Department: 0624 - PCT #4					
John Deere Financial	1752531	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 air filters & latch handle	132.35
Unifirst Holdings Inc.	2680057597	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
Apple Lumber	2404-155198	SHOP SUPPLIES	0024-0624-00-62645	13oz pruning seal	17.98
Verizon Wireless	9962439827	COMMUNICATIONS EXPENSE	0024-0624-00-61000	Cellular service	75.98
Waller County Asphalt, Inc.	27160	R&B MATERIALS	0024-0624-00-62680	Grade IV Cold Mix	1,548.75
Constellation New Energy, Inc.	68217966901	UTILITIES	0024-0624-00-63000	PCT4 Booth Shop Electricity	75.47
Constellation New Energy, Inc.	68217967901	UTILITIES	0024-0624-00-63000	PCT4 Barn Electricity	74.96
Unifirst Holdings Inc.	26800058273	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
Anderson Machinery Company	P502EI	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 blade tilt cylinder kit	258.77
Apple Lumber	2404-138843	FUEL & LUBRICANTS	0024-0624-00-62671	trimmer 2 cycle oil 5.2 oz	18.54
Apple Lumber	2404-138843	FUEL & LUBRICANTS	0024-0624-00-62671	gallon bar & chain oil	18.75
Apple Lumber	2404-142149	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	quick link 3/16" SS	6.59
Unifirst Holdings Inc.	2680059006	UNIFORMS	0024-0624-00-62100	PCT4 uniforms	69.60
Darrell Gertson	4.16 to 5.6.24 mileage	TRAVEL EXPENSES	0024-0624-00-62000	April 16 - May 6, 2024 mileage	575.53
				Department 0624 - PCT #4 Total:	3,012.47
				Fund 0024 - Road & Bridge Pct 4 Total:	3,012.47
Fund: 0031 - Election Services Contract					
Department: 0610 - 0610					
Weimar Mercury	4.30.24 ID# 4496	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	Joint Election ballot, Polling lo...	143.44
New Ulm Enterprise	784-2	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	Notice of Cisd polling places, ...	229.50
Banner Press Newspaper, Inc.	14615	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	Test of Auto Tabulating Equip...	75.00
Banner Press Newspaper, Inc.	14616	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	Weimar ISD sample ballot	208.13
Banner Press Newspaper, Inc.	14617	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	CISD Sample ballot	208.13
Banner Press Newspaper, Inc.	14618	PUBLICATIONS & TESTING EQ...	0031-0610-00-67105	Joint Election sample ballot	163.13
				Department 0610 - 0610 Total:	1,027.33
				Fund 0031 - Election Services Contract Total:	1,027.33
Fund: 0045 - LEOSE Account					
Department: 0554 - CONSTABLE, PRECINCT 4					
Darrell Stancik	3380	Constable #4 Continuing Educ...	0045-0554-00-61834	ammunition	490.00
				Department 0554 - CONSTABLE, PRECINCT 4 Total:	490.00
				Fund 0045 - LEOSE Account Total:	490.00
Fund: 0050 - Security Fund					
Department: 0476 - JP SECURITY					
Condra Communications	72000	MISCELLANEOUS EXPENSE	0050-0476-00-69900	May Alarm System Monitoring...	20.00

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Pending Expense Approval Report				Packet: APPKT00436;APPKT00437	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Condra Communications	72003	MISCELLANEOUS EXPENSE	0050-0476-00-69900	May Alarm System Monitoring...	20.00
				Department 0476 - JP SECURITY Total:	40.00
				Fund 0050 - Security Fund Total:	40.00
Fund: 0055 - Law Library					
Department: 0650 - 0650					
Relx Inc.	3095077705	LAW BOOKS	0055-0650-00-62629	April online subscriptions	166.32
				Department 0650 - 0650 Total:	166.32
				Fund 0055 - Law Library Total:	166.32
Fund: 0080 - Hot Check					
Department: 0475 - COUNTY ATTORNEY					
Parks Coffee	20282077	MISCELLANEOUS EXPENSE	0080-0475-00-69900	April coffee svc	63.07
Parks Coffee	20296967	MISCELLANEOUS EXPENSE	0080-0475-00-69900	April coffee svc	25.73
				Department 0475 - COUNTY ATTORNEY Total:	88.80
				Fund 0080 - Hot Check Total:	88.80
				Grand Total:	544,036.65

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

Pending Expense Approval Report

Packet: APPKT00436;APPKT00437

Report Summary

Fund Summary

Fund	Expense Amount
0012 - General Fund	458,529.95
0013 - Records Preservation	1,500.00
0014 - Airport	331.33
0017 - Colorado County Fairgrounds	201.40
0021 - Road & Bridge Pct 1	17,219.76
0022 - Road & Bridge Pct 2	45,425.26
0023 - Road & Bridge Pct 3	16,004.03
0024 - Road & Bridge Pct 4	3,012.47
0031 - Election Services Contract	1,027.33
0045 - LEOSE Account	490.00
0050 - Security Fund	40.00
0055 - Law Library	166.32
0080 - Hot Check	88.80
Grand Total:	544,036.65

Account Summary

Account Number	Account Name	Expense Amount
0012-0000-00-24750	GHS - COLLECTIONS FEE	4,523.76
0012-0000-00-24760	PERDUE - COLLECTIONS ...	390.10
0012-0400-00-61000	COMMUNICATIONS EXP...	37.99
0012-0400-00-62400	COPIER USAGE EXPENSE	218.62
0012-0400-00-62640	SUPPLIES/EQUIPMENT ...	32.50
0012-0401-00-66531	OUTSIDE LEGAL SERVICES	11,774.02
0012-0403-00-61700	CONFERENCES/SEMINA...	121.40
0012-0403-00-62400	COPIER USAGE EXPENSE	217.02
0012-0410-00-61000	COMMUNICATIONS EXP...	493.87
0012-0410-00-62600	OFFICE SUPPLIES - ADMIN	140.10
0012-0410-00-63300	REPAIRS OF EQUIP/VEHI...	2,272.00
0012-0428-00-61305	LAW BOOKS/ON-LINE S...	207.34
0012-0428-00-69068	TIDC GRANT EXPENDITU...	136.02
0012-0433-00-62664	COURT REPORTERS EXP...	1,129.89
0012-0435-00-66530	INTERPRETORS	240.00
0012-0435-00-66542	PROF SVCS-NON SPECIFI...	3,300.00
0012-0435-00-69032	CRT APPOINTED ATTOR...	15,181.75
0012-0450-00-62400	COPIER USAGE EXPENSE	124.02
0012-0450-00-62640	SUPPLIES/EQUIPMENT ...	78.00
0012-0450-00-64000	SOFTWARE/LICENSE SER...	94,540.40
0012-0451-00-62640	SUPPLIES/EQUIPMENT ...	52.74
0012-0452-00-61700	CONFERENCES/SEMINA...	123.28
0012-0452-00-62640	SUPPLIES/EQUIPMENT ...	45.98
0012-0453-00-61000	COMMUNICATIONS EXP...	40.21
0012-0453-00-62640	SUPPLIES/EQUIPMENT ...	75.20
0012-0454-00-62000	TRAVEL EXPENSES	369.17
0012-0454-00-62640	SUPPLIES/EQUIPMENT ...	72.53
0012-0475-00-69012	CO/DIST ATTY OFFICE EX...	1,018.52
0012-0495-00-62640	SUPPLIES/EQUIPMENT ...	114.45
0012-0497-00-61700	CONFERENCES/SEMINA...	222.04
0012-0497-00-62640	SUPPLIES/EQUIPMENT ...	368.95
0012-0497-00-70500	EQUIPMENT OVER \$500	750.57
0012-0510-00-61000	COMMUNICATIONS EXP...	80.00
0012-0510-00-62690	MISCELLANEOUS SUPPLI...	461.53
0012-0510-00-63000	UTILITIES	2,574.23
0012-0510-00-63100	GROUPS MAINTENAN...	301.62
0012-0510-00-63200	CLEANING SUPPLIES	579.98
0012-0510-00-63205	PEST CONTROL	605.00
0012-0510-00-63210	REPAIRS TO BLDGS	37,168.34
0012-0510-00-63300	REPAIRS OF EQUIP/VEHI...	358.46

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024

Pending Expense Approval Report

Packet: APPKT00436;APPKT00437

Account Summary

Account Number	Account Name	Expense Amount
0012-0515-00-63410	MAINTENANCE	113.97
0012-0530-00-61000	COMMUNICATIONS EXP...	37.99
0012-0530-00-62640	SUPPLIES/EQUIPMENT ...	11.98
0012-0530-00-63400	RADIO REPAIRS & MAIN...	45.00
0012-0530-00-69074	STATE HOMELAND SECU...	467.38
0012-0530-00-70500	EQUIPMENT OVER \$500	140,000.00
0012-0540-20-62640	SUPPLIES/EQUIPMENT ...	1,539.24
0012-0540-20-62670	FUEL & OIL	3,666.06
0012-0540-20-70500	EQUIPMENT OVER \$500	10,675.79
0012-0540-21-62612	AMBULANCE SUPPLIES	9,217.71
0012-0540-24-63300	REPAIRS OF EQUIP/VEHI...	6,418.64
0012-0540-24-63305	BATTERIES, TIRES & TUB...	31.59
0012-0540-25-61000	COMMUNICATIONS EXP...	238.20
0012-0540-25-62100	UNIFORMS	464.78
0012-0540-25-62607	TRAINING COURSES/SU...	112.27
0012-0540-25-66515	DRUG & ALCOHOL TESTI...	200.00
0012-0540-25-69066	MISCELLANEOUS/MATC...	1,713.50
0012-0555-00-62640	SUPPLIES/EQUIP UNDER...	171.00
0012-0560-10-62640	SUPPLIES/EQUIPMENT ...	1,459.58
0012-0560-10-70500	EQUIPMENT OVER \$500	5,813.06
0012-0560-11-62670	FUEL & OIL	6,828.12
0012-0560-11-63300	REPAIRS OF EQUIP/VEHI...	416.85
0012-0560-11-63305	BATTERIES, TIRES & TUB...	138.58
0012-0560-13-66100	ESTRAY EXPENSES	500.00
0012-0560-14-61000	COMMUNICATIONS EXP...	2,340.93
0012-0565-00-62632	JAIL SUPPLIES	121.59
0012-0565-00-62690	MISCELLANEOUS SUPPLI...	205.00
0012-0565-00-63000	UTILITIES	4,709.40
0012-0565-00-63205	PEST CONTROL	85.00
0012-0565-00-63210	JAIL REPAIRS	6,971.88
0012-0565-00-65010	FOOD FOR PRISONERS	8,097.87
0012-0565-00-65020	PRISONER MEDICAL/ME...	10,680.17
0012-0565-00-66515	REQUIRED TESTING & D...	110.00
0012-0585-00-63300	REPAIRS OF EQUIP/VEHI...	213.44
0012-0585-00-64000	SOFTWARE/LICENSE SER...	10,658.70
0012-0640-00-66400	AUTOPSIES	17,925.00
0012-0645-00-64000	SOFTWARE LICENSE	1,059.00
0012-0665-00-61000	COMMUNICATIONS EXP...	37.99
0012-0665-00-61700	CONFERENCES/SEMINA...	80.00
0012-0665-00-62000	TRAVEL EXPENSES	299.13
0012-0695-00-66505	ACCOUNTING/AUDITING...	24,000.00
0012-0695-00-69900	MISCELLANEOUS EXPEN...	111.96
0013-0613-00-61205	RECORDS PRESERVATION	1,500.00
0014-0520-00-63000	UTILITIES	189.84
0014-0520-00-63410	MAINTENANCE	141.49
0017-0170-00-63410	MAINTENANCE	201.40
0021-0621-00-61000	COMMUNICATIONS EXP...	155.98
0021-0621-00-62100	UNIFORMS	230.22
0021-0621-00-62645	SHOP SUPPLIES	296.93
0021-0621-00-62671	FUEL & LUBRICANTS	819.50
0021-0621-00-62680	R&B MATERIALS	594.00
0021-0621-00-63000	UTILITIES	120.00
0021-0621-00-63105	HERBICIDES	2,610.00
0021-0621-00-63300	REPAIRS OF EQUIP/VEHI...	11,687.71
0021-0621-00-63305	BATTERIES, TIRES & TUB...	316.36
0021-0621-00-63500	REPAIR MATERIALS	264.06
0021-0621-00-66515	CDL TESTING	125.00
0022-0622-00-61000	COMMUNICATIONS EXP...	37.99

MINUTES OF THE COLORADO COUNTY
COMMISSIONER’S COURT REGULAR MEETING
May 13, 2024

Pending Expense Approval Report

Packet: APPKT00436;APPKT00437

Account Summary		
Account Number	Account Name	Expense Amount
0022-0622-00-62100	UNIFORMS	402.48
0022-0622-00-62600	OFFICE SUPPLIES	12.14
0022-0622-00-62645	SHOP SUPPLIES	484.63
0022-0622-00-62671	FUEL & LUBRICANTS	5,277.38
0022-0622-00-62680	R&B MATERIALS	20,406.70
0022-0622-00-62681	SIGNS	1,278.00
0022-0622-00-63000	UTILITIES	300.34
0022-0622-00-63105	HERBICIDES	3,428.37
0022-0622-00-63300	REPAIRS OF EQUIP/VEHI...	1,007.24
0022-0622-00-63305	BATTERIES, TIRES & TUB...	2,289.99
0022-0622-00-75000	ROAD EQUIPMENT	10,500.00
0023-0623-00-61000	COMMUNICATIONS EXP...	77.99
0023-0623-00-62100	UNIFORMS	292.62
0023-0623-00-62645	SHOP SUPPLIES	129.30
0023-0623-00-62671	FUEL & LUBRICANTS	7,686.24
0023-0623-00-62680	R&B MATERIALS	5,367.50
0023-0623-00-62681	SIGNS	15.58
0023-0623-00-63000	UTILITIES	157.00
0023-0623-00-63105	HERBICIDES	2,062.50
0023-0623-00-63300	REPAIRS OF EQUIP/VEHI...	215.30
0024-0624-00-61000	COMMUNICATIONS EXP...	75.98
0024-0624-00-62000	TRAVEL EXPENSES	575.53
0024-0624-00-62100	UNIFORMS	208.80
0024-0624-00-62645	SHOP SUPPLIES	17.98
0024-0624-00-62671	FUEL & LUBRICANTS	37.29
0024-0624-00-62680	R&B MATERIALS	1,548.75
0024-0624-00-63000	UTILITIES	150.43
0024-0624-00-63300	REPAIRS OF EQUIP/VEHI...	397.71
0031-0610-00-67105	PUBLICATIONS & TESTI...	1,027.33
0045-0554-00-61834	Constable #4 Continuing...	490.00
0050-0476-00-69900	MISCELLANEOUS EXPEN...	40.00
0055-0650-00-62629	LAW BOOKS	166.32
0080-0475-00-69900	MISCELLANEOUS EXPEN...	88.80
Grand Total:		544,036.65

Project Account Summary	
Project Account Key	Expense Amount
None	544,036.65
Grand Total:	544,036.65

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

- _21.** Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)

Commissioner Brandt announced that mowing has begun. The old ambulance chassis he received from EMS has been fitted with a dump bed and is now a good working truck.

Judge Prause reminded everyone of the Peace Officer's Memorial Ceremony tomorrow at 6:00 PM. He said the blue lights outside the courthouse signify a tribute to law enforcement.

Commissioner Neuendorff announced the bridge on Zimmerscheidt Road will be open in one week.

Commissioner Gertson announced mowing has started and he is hoping the State will begin mowing soon to alleviate safety concerns with animals in the ditches.

Valerie Harmon announced she was preparing for her first meeting with Tyler Technologies to get the implementation project kicked off.

Judge Hefner announced he worked a homicide in Alleyton this weekend.

Chuck Rogers announced heavy wind and rain is coming. Stay alert. He also said to remember injuries can occur with fireworks.

Rebecca LaCourse clarified that the primary runoff early voting is one week only, May 20 – May 24, 2024 from 7 AM to 7 PM at the election center only. Election day is Tuesday, May 28. The local elections that were held had an 18% turnout.

- _22.** Commissioners Court Members sign all documents and papers acted upon or approved.

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

- _23.** Adjourn.

Motion by Judge Prause to adjourn at 10:25 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of May 13, 2024 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
May 13, 2024**

**Minutes were taken and prepared by Kimberly Menke, County Clerk on the
13th day of May 2024 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 13th day of May 2024.**

Given under my hand and official seal of office this date May 13, 2024.

