

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: December 4, 2025 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom 106
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 and deliberate agenda item(s) subject to the closed meeting exceptions. A final action, decision, or vote on a matter deliberated in a closed meeting shall only be made in an open meeting. Commissioners Court 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 for closed meetings, will be announced.

On this the 4th day of December 2025, the Commissioners Court of Colorado County, Texas met in Special 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
Honorable Shannon Owers
Honorable Ryan Brandt
Honorable Keith Neuendorff
Honorable Darrell Gertson
Honorable Kimberly Menke
By: Michelle Kollmann**

**County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
County Clerk
Deputy Clerk**

The County Judge Ty Prause called the meeting to order at 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.

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

__2. Agenda as posted.

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

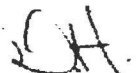
(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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FILED FOR RECORD
COLORADO COUNTY

COLORADO COUNTY COMMISSIONERS COURT 2025 NOV 26 PM 12:55
NOTICE OF OPEN MEETING

KIMBERLY HENRY
COUNTY CLERK 

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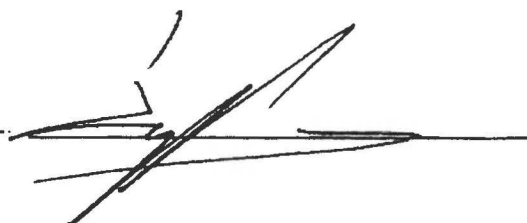
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- ☐ 1. Pledge of Allegiance to the American Flag and the Texas Flag.
- ☐ 2. Agenda as posted.
- ☐ 3. Public comments.
- ☐ 4. Consider and take all appropriate action to adopt and enter into an Interlocal Agreement with the City of Weimar, Texas for the Colorado County Sheriff's Office to provide law enforcement personnel, equipment and services to the City of Weimar Police Department.
- ☐ 5. 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)
- ☐ 6. Commissioners Court Members sign all documents and papers acted upon or approved.
- ☐ 7. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: November 26, 2025
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. Consider and take all appropriate action to adopt and enter into an Interlocal Agreement with the City of Weimar, Texas for the Colorado County Sheriff's Office to provide law enforcement personnel, equipment and services to the City of Weimar Police Department.

Justin Lindemann stated this is a temporary Interlocal Agreement. The Sheriff's Department will look to fill six twelve hour day shifts in December.

Motion by Judge Prause to take all appropriate action to adopt and enter into an Interlocal Agreement with the City of Weimar, Texas for the Colorado County Sheriff's Office to provide law enforcement personnel, equipment and services to the City of Weimar Police Department; seconded Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

**INTERLOCAL AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES
BETWEEN COLORADO COUNTY AND
THE CITY OF WEIMAR, TEXAS**

This Agreement made and entered into by and between Colorado County, Texas, acting herein by and through its Commissioners Court ("County"), and the City of Weimar, Texas ("City").

WITNESSETH:

WHEREAS, the County and the City desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to the City of Weimar, Texas, as authorized by Chapter 791, Texas Government Code;

WHEREAS, the County and the City agree that County shall collect 100 percent of the cost for supplying the law enforcement services. At the rate of \$49 per hour, additionally \$.70/mile from departure/home station and return for recovery of vehicle/fuel cost, adjusted to the IRS mileage rate as of Jan 1, 2026.

WHEREAS, the Colorado County Sheriff ("Law Enforcement Official") has law enforcement authority in the City's geographical area; and,

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

1. Area. That Area herein referred to generally as the corporate limits of City of Weimar, Texas. In no event shall the defined Area exceed the geographical area represented by the City or the jurisdictional boundaries of the County.
2. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the City to provide the additional law enforcement services contemplated and provided for in this Agreement.
3. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios and all other materials and items necessary to carry out the terms of this Agreement.
4. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work a scheduled shift for the City.

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**ARTICLE II.
PURPOSE**

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement, the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

**ARTICLE III.
TERM**

The term of this Agreement shall be effective at 12:01 a.m. **December 4, 2025** (or, if later, on the date signed by County) and expire on **December 3, 2026** at 11:59 p.m., unless sooner terminated pursuant to the terms herein contained.

- A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least seven (7) days written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.
- B. It is expressly understood and agreed to by the Parties that if this Agreement expires before a new Agreement is executed services will continue, on a month-to-month basis, per the same terms of this Agreement but subject to retroactive adjustment for any subsequent Agreement.
- C. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder. If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment payment for such month shall be prorated.

**ARTICLE IV.
CONTRACT DEPUTY(IES)**

- A. The County, by and through the Law Enforcement Official's Office, agrees to provide the City with a **contract deputy**. The Deputy will perform his/her duties within the city's corporate limits.
- B. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Colorado County policies and the policies and procedures of the Law Enforcement Official's Office.
- C. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the City as soon as possible when a Contract Deputy(ies) is on sick leave.
- D. The Contract Deputy(ies) shall perform law enforcement services in the City's geographical location which may include, but are not limited to: patrolling, preparing reports, appearing in court, arresting persons and transporting suspects.
- E. Scheduling and delivery of contract services provided herein shall be managed between the Law Enforcement Official and the City.

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- F. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Colorado County Sheriff's Office.
- G. The Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the City of Weimar Police Department.

**ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)**

- A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the City or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.
- B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

**ARTICLE VI.
COUNTY EMPLOYEES**

- A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.
- B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Colorado County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Colorado County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO THE CITY, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.
- C. The Law Enforcement Official retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

**ARTICLE VII.
PAYMENT BY CITY**

- A. All payments shall be made payable to Colorado County and shall be delivered to the Colorado County Treasurer, 318 Spring Street, Room 106, Columbus, Texas 78934.
- B. The City agrees to pay Colorado County in accordance with Contract Deputy(ies) Cost Worksheet for all presently known expenses beginning the effective date of this contract. See attached Exhibit "A." Both parties acknowledge and agree that the expenses shown therein are an **estimated amount**, used by

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Colorado County to assess 100% (One-Hundred) of the cost to the County for supplying the additional law enforcement services ("Contract Amount").

- C. The City hereby expressly agrees to pay for 100% of all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be 100% of the allocated costs as determined by the County Auditor.
- D. Actual cost of contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Colorado County Auditor. Proper notification of any changes will be sent no later than sixty (60) days following the end of the period being reported. County will invoice City bi-weekly. Payment by the City shall be due and payable upon receipt.
- E. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of the City's obligations to make timely payments.
- F. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

**ARTICLE VIII.
ASSIGNMENTS**

This Agreement is not assignable.

**ARTICLE IX.
INDEMNITY AND HOLD HARMLESS**

TO THE EXTENT ALLOWED BY LAW, THE CITY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE CITY RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY , DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE CITY AND OTHER PERSON OR ENTITY.

**ARTICLE X.
SEVERABILITY**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason,

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the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

**ARTICLE XI.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING**

- A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**ARTICLE XII.
NOTICE**

- A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the County: Colorado County
 400 Spring Street Room 107
 Columbus, Texas 77469 ATTN: County Judge

To the City: City of Weimar
 106 E. Main Street
 Weimar, Texas 78962

If any notification changes: _____

- B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

[EXECUTION PAGE FOLLOWS]

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December 4, 2025

**ARTICLE XIII.
EXECUTION**

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

COLORADO COUNTY



Ty Prause, County Judge

Date: 12-17-25

Reviewed:



Law Enforcement Official Signature

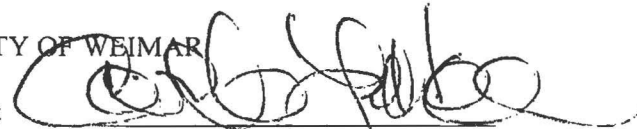
Office: Colorado County Sheriff

ATTEST:



Kimberly Menke, County Clerk

CITY OF WEIMAR


By: 

Title: Mayor

Date: 12-18-25

Approved as to form*:

COLORADO COUNTY



Jay Johannes
County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval and should seek review and approval by their own respective attorney.



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Attachment: Exhibit "A" - Cost Estimate Sheet

**COLORADO COUNTY
Sheriff's Contract Deputy
For the 12-month period of
December 1, 2025 through November 30, 2026**

Description Estimated Costs

Hourly rate Deputy 40.00 per hour

FICA/Medicare 7.65 %

Retirement 13%

Worker's Comp./Unemployment 1.86%

TOTAL SALARY & FRINGE BENEFITS 49.00 per hour

Travel

Fuel/vehicle cost est. miles \$.70/mile from departure from home/station and return for recovery of vehicle/fuel costs, adjusted to the IRS mileage rate as of Jan 1, 2026.

*Weimar will be invoiced every two weeks. Payments are due upon receipt.

All costs estimated in Exhibit A are subject to adjustment by the Colorado County Auditor in accordance with the terms of the executed Agreement. Actual cost of the contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Colorado County Auditor. The review and notice of payment changes shall be sent to the City's contacts listed below:

Email Address

Name

Email Address

Name

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- __5. 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 Neuendorff announced Reichardt Road was closed yesterday and will be closed for six months.

Commissioner Gertson announced that 1.3 miles on County Road 103 are being reworked. Please drive slow.

- __6. 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.

- __7. Adjourn.

Motion by Judge Prause to adjourn at 9:17 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of December 4, 2025 is available in the County Clerk's Office.

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Minutes were taken and prepared by Kimberly Menke, County Clerk on the 4th day of December 2025 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 4th day of December 2025.

Given under my hand and official seal of office this date December 4, 2025.

