

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: August 14, 2023 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas 78934

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943> for those individuals who wish to watch or listen remotely.

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

On this the 14th day August 2023, 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	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Ryan Brandt	Commissioner Precinct #2
Honorable Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk

County Judge Ty Prause called the meeting to order at 9:05 A.M., followed by Pledges to the United States Flag and Texas Flag.

**MINUTES OF THE COLORADO COUNTY
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

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

(See Attachment)

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

August 14, 2023

COLORADO COUNTY COMMISSIONERS COURT
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FILED FOR RECORD
COLORADO COUNTY TX

2023 AUG 11 AM 8:22

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KIMBERLY MENKE
COUNTY CLERK

MK

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comments.
3. Minutes for Regular Meetings for July 2023.
4. Resolution recognizing Sergeant Carol Richter on her retirement.
5. Take all appropriate action to Order an Election for November 7, 2023 to Confirm the Creation of Colorado County Emergency Services District No. 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-E, Article III, of the Texas Constitution, as authorized by Texas Health and Safety Code, Section 775.018. (LaCourse)

Tomar todas las medidas apropiadas para Ordenar una Elección para el 7 de noviembre de 2023 para Confirmar la Creación del Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, y autorizar la imposición de un impuesto que no exceda la tasa permitida por la Sección 48-E, Artículo III, de la Constitución de Texas, según lo autorizado por el Código de Salud y Seguridad de Texas, Sección 775.018.

6. Take action to sign Local Order of Election by the Colorado County Commissioners Court for a Constitutional Amendment election to be held on Tuesday, November 07, 2023. A local order is required in addition to the state order, by the governor, to ensure that all required actions related to the election have been completed per Texas Election Code Secs. 3.004, 3.005 (LaCourse)

Tome medidas para firmar la Orden Local de Elección del Tribunal del Comisionado del Condado de Colorado para una elección de Enmienda Constitucional que se celebrará el martes 07 de noviembre de 2023. Se requiere una orden local además de la orden estatal, por parte del gobernador, para garantizar que todas las acciones requeridas relacionadas con la elección se hayan completado según el Código Electoral de Texas, Secs. 3.004, 3.005.

7. Approve the Notice of Election (Section 4.003 Texas Election Code) for the Constitutional Amendment and Emergency Services District #1 Election to be held on Tuesday, November 07, 2023 at all 11 county polling locations as discussed and recommended by the Colorado County Election Board from its meeting held August 03, 2023. (LaCourse)

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Aprobar el Aviso de Elección (Sección 4.003 del Código Electoral de Texas) para la Enmienda Constitucional y la Elección del Distrito de Servicios de Emergencia #1 que se llevará a cabo el martes 7 de noviembre de 2023 en los 11 lugares de votación del condado según lo discutido y recomendado por la Junta Electoral del Condado de Colorado de su sesión celebrada el 03 de agosto de 2023.

- _8. Review Appointment of Precinct and Board Election Officials for the 2022-2024 Terms with modifications. Appoint Presiding Judge, Shelley Janik, for Precinct 303 (Mentz) for an unexpired term (through 08/1/2024) per Texas Election Code Secs. 32.002 & 127.005(e). (LaCourse)

Revisar el nombramiento de los funcionarios electorales del Precinto y la Junta para los términos 2022-2024 con modificaciones. Nombrar a la jueza presidenta, Shelley Janik, para el Precinto 303 (Mentz) por un período no vencido (hasta el 08/1/2024) según el Código Electoral de Texas, Secs. 32.002 y 127.005 (e).

- _9. Texas Department of Motor Vehicles imposition of Optional Fees for calendar year 2024 pursuant to Chapter 502 of the Texas Transportation Code. (Kollaja)
- _10. Discussion, consideration, and possible action to enter into construction contracts with Southern Prairie Construction for the EMS Vehicle Maintenance Building and EMS Station No. 3 utilizing American Rescue Plan funds. (Furrh)
- _11. Application for Limited Land Division submitted by Serafin Flores to subdivide 20.40 acres out of a 24.48 acre tract of land out of the Henry Terrell Survey, Abstract No. 556, Allen E. Moon Survey, Abstract No. 896, and Joseph Garwood Survey, Abstract No. 221, Precinct No. 1. (Wessels)
- _12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of the following roads in Precinct No. 2: County Roads 201, 205, 205A, 206, 207, 209, 210, 213, 217, 218 and Wanjura Lane. (Brandt)
- _13. Road Use Agreement between Colorado County and Castex Energy, Inc. for Deer Hollow Road, Precinct No. 2. (Brandt)
- _14. Application for Limited Land Division submitted by Alejandro Dela Torre to subdivide 11.76 acres out of a 14.66 acre tract of land out of the Thomas Cartwright League, Abstract No. 11, Precinct No. 4. (Gertson)
- _15. Application submitted by S&S Irrigation, Inc. to install a water line in county right-of-way of Beard Road, Precinct No. 4. (Gertson)
- _16. Texas Department of Transportation (TxDOT) 2023 certified county-maintained road mileage for Colorado County.
- _17. Authorize county personnel to work and use county equipment at the Colorado County Fair Grounds during working hours for the upcoming county fair. (Gertson)
- _18. The following contracts for juvenile detention/residential services:
a. Rite of Passage, Inc. (9/1/2023-8/31/2024).
b. Gulf Coast Trades Center (9/1/2023-8/31/2024).
c. Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy (short-term and long-term) (9/1/2023-8/31/2024).

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- _19. Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County for capital cases. (Prause)
- _20. Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2024. (Lowrance)
- _21. Consent Items:
 - a. Receive proposed biennium budget for FY2024-2025 for the 2nd 25th Judicial District Community Supervision and Corrections Department and proposed FY2024 budget for the Juvenile Probation Department, pursuant to Local Government Code 140.004(c).
 - b. Superheavy or Oversize Permit Bond posted by Castex Energy, Inc. (7/27/2023- 7/27/2024)
 - c. Certificate of Liability Insurance posted by:
 - 1. S & S Irrigation, Inc. (8/13/2023 – 8/13/2024)
 - 2. Kinder Morgan, Inc. including Permian Highway Pipeline LLC, Kinder Morgan Tejas Pipeline LLC, and Copano Pipelines/South Texas LLC (8/1/2022 – 9/1/2023).
- _22. Check cancellation.
- _23. County Auditor's Monthly Financial Report for July 2023.
- _24. County Investment Officer's Investment Report for July 2023.
- _25. Affidavit approving County Investment Officer's Report for July 2023.
- _26. County Treasurer's Monthly Report for July 2023.
- _27. Affidavit approving County Treasurer's Monthly Report for July 2023.
- _28. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- _29. Budget Workshop.
- _30. 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)
- _31. Commissioners Court Members sign all documents and papers acted upon or approved.
- _32. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: August 10, 2023
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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__2. Public comments.

No public comments.

__3. Minutes for Regular Meetings for July 2023.

Commissioner Gertson had two corrections. On the July 10, 2023 meeting, agenda item 22 replace the word acquitting with acquiring and on the July 24, 2023 meeting, agenda item 5 correct the spelling of Chuck Roger's name.

Motion by Commissioner Gertson to approve minutes for Regular Meetings for July 2023 with above amendments; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

__4. Resolution recognizing Sergeant Carol Richter on her retirement.

Judge Prause read the resolution to the court.

Motion by Judge Prause to approve a resolution recognizing Sergeant Carol Richter on her retirement; 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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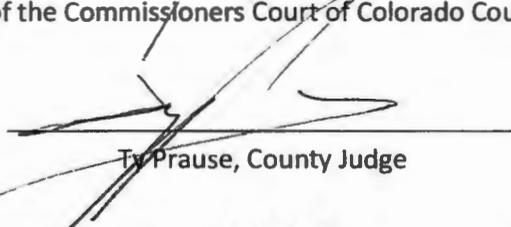
**RESOLUTION
HONORING SERGEANT CAROL RICHTER**

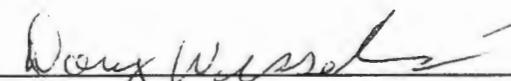
WHEREAS, SERGEANT CAROL RICHTER, faithfully and diligently served the citizens of Colorado County with the Colorado County Sheriff's Office from July 14, 1981 until her retirement date of July 31, 2023. She served with effectiveness and devotion, with honor to herself and to her position; and

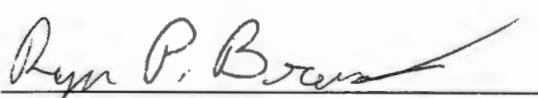
WHEREAS, this body acting on its own accord wishes to recognize the exemplary service of Sergeant Richter for her untiring and devoted efforts to the citizens of Colorado County.

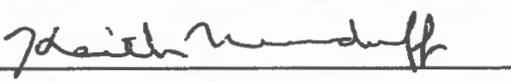
NOW, THEREFORE, BE IT RESOLVED: That the Commissioners Court of Colorado County, Texas honors Sergeant Carol Richter upon the occasion of her retirement from the Colorado County Sheriff's Office, commends her for her extraordinary career, and applauds her courageous efforts on behalf of the citizens of Colorado County.

The above Resolution was moved by County Judge Ty Prause and seconded by Commissioner Keith Neuendorff and unanimously adopted by the Commissioners Court of Colorado County, Texas meeting in Regular Session on this the 14th day of August, 2023, and shall be spread upon the Minutes of the Commissioners Court of Colorado County, Texas.

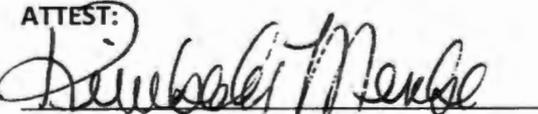

Ty Prause, County Judge

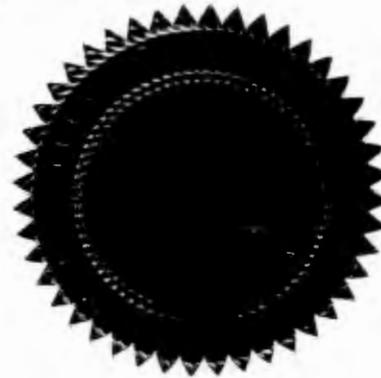

Doug Wessels, Commissioner Precinct No. 1


Ryan Brandt, Commissioner Precinct No. 2


Keith Neuendorff, Commissioner Precinct No. 3


Darrell Gertson, Commissioner Precinct No. 4

ATTEST:

Kimberly Menke, County Clerk



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- __5. Take all appropriate action to Order an Election for November 7, 2023 to Confirm the Creation of Colorado County Emergency Services District No. 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-E, Article III, of the Texas Constitution, as authorized by Texas Health and Safety Code, Section 775.018. (LaCourse)

Tomar todas las medidas apropiadas para Ordenar una Elección para el 7 de noviembre de 2023 para Confirmar la Creación del Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, y autorizar la imposición de un impuesto que no exceda la tasa permitida por la Sección 48-E, Artículo III, de la Constitución de Texas, según lo autorizado por el Código de Salud y Seguridad de Texas, Sección 775.018.

Motion by Judge Prause to order an Election for November 7, 2023 to Confirm the Creation of Colorado County Emergency Services District No. 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-E, Article III, of the Texas Constitution, as authorized by Texas Health and Safety Code, Section 775.018; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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STATE OF TEXAS §

COUNTY OF COLORADO §

**ORDER CALLING AN ELECTION TO CONFIRM THE CREATION OF
COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1, AND
AUTHORIZE THE IMPOSITION OF A TAX NOT TO EXCEED THE RATE
ALLOWED BY SECTION 48-E, ARTICLE III, TEXAS CONSTITUTION**

In Colorado County Commissioners Court:

WHEREAS, the Colorado County Commissioners Court received a Petition for an Emergency Services District Requesting to Create Colorado County Emergency Services District No. 1 (the "Petition"); and,

WHEREAS, the Colorado County Commissioners Court made the requisite findings to approve and grant the Petition as authorized by Texas Health and Safety Code Sec. 775.017, including finding that creation of the district is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed district, entered an Order/Resolution to approve the Petition and to fix the proposed district's boundaries (as set forth in Exhibit "A", attached to this Order and incorporated herein), and made a determination that the district would still meet the requirements prescribed by Sec. 775.017(a) if the City of Columbus municipal limits and/or extraterritorial jurisdiction is excluded from the district; and,

WHEREAS, the Colorado County Commissioners Court granted the Petition and executed on July 24, 2023 a Resolution Approving a Petition for Creation of an Emergency Services District to be designated as Colorado County Emergency Services District No. 1,

NOW THEREFORE, IT IS ORDERED:

An election shall be held to confirm the creation of Colorado County Emergency Services District No. 1 - with the boundaries as set for in the Petition and Exhibit "A" attached hereto - and authorize the imposition of a tax not to exceed \$.10/\$100, as authorized by Section 48-e, Article III, Texas Constitution, and Texas Health and Safety Code Sec. 775.018;

The election shall be on the 7th day of November, 2023, which date is the next available uniform election date under Chapter 41, Texas Election Code;

The creation of the district at the election shall be by majority vote of all the voters; provided, however, that the district may not include territory in (i) the City of Columbus corporate municipal limits unless a majority of the voters residing in the

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City of Columbus corporate municipal limits who vote at the election vote in favor of creating the district, or (ii) the City of Columbus extraterritorial jurisdiction unless a majority of the voters residing in the City of Columbus extraterritorial jurisdiction who vote at the election vote in favor of creating the district;

B. Election Proposition: At the election, the below proposition shall be submitted to the qualified voters who reside in the proposed District:

PROPOSITION

PROPOSICIÓN

CONFIRMATION OF THE CREATION OF COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND THE LEVY BY SAID DISTRICT OF A TAX NOT TO EXCEED TEN (10) CENTS ON THE ONE HUNDRED DOLLAR (\$100.00) VALUATION.

CONFIRMACIÓN DE LA CREACIÓN DEL DISTRITO DE SERVICIOS DE EMERGENCIA NUM. 1 DE CONDADO DE COLORADO Y LA IMPOSICIÓN POR EL DISTRITO DE UN IMPUESTO QUE NO EXCEDERD DIEZ (10) CENTAVOS POR CADA VALUACIÓN DE CIEN DOLARES (\$100.00).

The ballot of the election shall conform to the requirements of the Texas Election Code, as amended, and shall have printed thereon the following:

OFFICIAL BALLOT

BALOTA OFICIAL

FOR Confirmation of the creation of Colorado County Emergency Services District No. 1 and the levy by said district of a tax not to exceed ten (10) cents on the one hundred dollar (\$100.00) valuation.

AGAINST

A FAVOR Confirmación de la creación del Distrito de Servicios de Emergencia Num. 1 de Condado de Colorado y la imposición por el distrito de un impuesto que no excederd diez (10) centavos por cada valuación de cien dolares (\$100.00).

EN CONTRA

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1. The ballots for the election shall provide for voting "for" or "against" the proposition. A vote "for" shall mean a vote in favor of the proposition, and a vote "against" shall mean a vote opposing the proposition.

2. A majority of the total votes cast "for" or "against" the proposition creating Colorado County Emergency Services District No. 1 shall determine if Colorado County Emergency Services District No. 1 is approved. Provided, however, if so approved, the proposed Colorado County Emergency Services District No. 1 may not include territory in (i) the City of Columbus corporate municipal limits unless a majority of the voters residing in the City of Columbus corporate municipal limits who vote at the election vote in favor of creating Colorado County Emergency Services District No. 1; (ii) the City of Columbus extraterritorial jurisdiction unless a majority of the voters residing in the City of Columbus extraterritorial jurisdiction who vote at the election vote in favor of creating Colorado County Emergency Services District No. 1.

B. Election Procedures:

1. The election on the proposition to create Colorado County Emergency Services District No. 1 shall be held in the area of the boundaries of the proposed Colorado County Emergency Services District No. 1 on the 7th day of November, 2023, between the hours of 7:00 a.m. and 7:00 p.m., as part of a joint election with Colorado County and other entities.

2. The election shall be conducted such that the voters in the area of the boundaries of the proposed Colorado County Emergency Services District No. 1 shall vote on the proposition as a whole to determine the passage of the proposition, provided, however, that (i) the ballots voted by the voters in the City of Columbus corporate municipal limits, and (ii) the ballots voted by the voters in the City of Columbus extraterritorial jurisdiction shall be counted, tabulated and reported separately.

3. The creation of the proposed Colorado County Emergency Services District No. 1 shall be determined as follows:

(a) the creation of Colorado County Emergency Services District No. 1 shall require a majority vote at the election in favor of the proposition, counted, tabulated and reported as a whole;

(b) if a majority of the votes cast at the election as a whole vote are in favor of the proposition, then inclusion of the City of Columbus corporate municipal limits in the proposed Colorado County Emergency Services District No. 1 shall require approval of the proposition by the voters in the City of Columbus corporate municipal limits, which votes shall also be counted, tabulated and reported separately;

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(c) if a majority of the votes cast at the election as a whole vote in favor of the proposition, then inclusion of the City of Columbus extraterritorial jurisdiction in the proposed Colorado County Emergency Services District No. 1 shall require approval of the proposition by the voters in the City of Columbus extraterritorial jurisdiction, which votes shall also be counted, tabulated and reported separately.

4. The Notice of the Election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code in all respects, and, as applicable, Texas Health and Safety Code, including Section 775.018. The ballots for the election shall comply with this Order, the Texas Election Code and, as applicable, Texas Health and Safety Code, and shall be in the form as determined by the Colorado County Election Administrator for use on the voting devices and ballots used by Colorado County.

(a) the Notice of the Election shall be given in the same manner as the notice of the petition hearing,

(b) the County Clerk or Elections Administrator shall give notice of the election in the manner prescribed in Texas Health and Safety Code Sec. 775.015(c), and not later than the 21st day before the date on which the election will be held, the Notice of Election shall be posted at the courthouse door and shall be published in the *Colorado County Citizen* and *Banner Press* once a week for two consecutive weeks. The first publication shall occur not later than the 21st day before the date on which the election will be held.

5. **Rebecka LaCourse**, the Colorado County Election Administrator is hereby confirmed and appointed to serve as the Election Officer and Early Voting Clerk. The Colorado County Election Administrator's employees and appointees, along with the election judges, alternate election judges and election clerks appointed by the Colorado County Election Officer are likewise designated and shall hold and conduct this election in the manner provided under the Texas Election Code and, as applicable, the Texas Health and Safety Code, including Sections 775.018 and 775.019 (regarding voting in the territory in the City of Columbus corporate municipal limits and the City of Columbus extraterritorial jurisdiction).

(a) The main early voting polling place for this election shall be located at 316 Spring Street, Columbus, TX, commonly known as the Agriculture Building.

(b) Early voting by personal appearance at the main early voting polling place shall be conducted on the days of the early voting period and during the hours that the Colorado County Election Administrator's main business office is regularly open for business. (See Exhibit "B", attached to this Order.)

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6. All ballots, voting instructions, signs, and posters and other election materials required by Texas Election Code, shall be prepared in English and Spanish, and shall contain such provisions, instructions, markings and verbiage as required by law.

7. The election precincts for the election shall be those precincts established by Colorado County, and administered by the Colorado County Election Administrator; provided, however, that (i) the ballots voted by the voters in City of Columbus corporate municipal limits shall be counted, tabulated and reported separately, and, (ii) the ballots voted by the voters the ballots voted by the voters in City of Columbus extraterritorial jurisdiction shall be counted, tabulated and reported separately.

8. Precinct designations and Polling Places shall be those county precincts and voting locations approved as provided this and any other election orders made by Colorado County Commissioner's Court and/or the County Election Administrator.

9. Early Voting by personal appearance and by mail will be conducted and coordinated by the Colorado County Election Administrator, who is also hereby designated as the Early Voting Clerk for this election. Early Voting by personal appearance shall be held at those places so selected and designated by the County Election Administrator. Early voting shall commence on October 23, 2023 and shall continue through November 3, 2023. Election day and early voting locations shall be as established by County Election Administrator and are subject to change. (See Exhibit "B", attached to this Order.)

10. **Rebecka LaCourse**, County Election Administrator, is hereby appointed to serve as the custodian of election records, and recorder for this election. The County Election Administrator will also serve as the Regular Early Voting Clerk to receive requests for applications for early voting ballots.

11. Applications for voting by mail for all voters in the election must be submitted by personal/commercial delivery no later than October 27, 2023, and ballots voted by mail must be received by Tuesday, November 07, 2023 at 7:00 p.m. if carrier envelope is carrier envelope is not postmarked, or Wednesday, November 08, 2023 at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. on November 7, 2023 at the location of the election on Election Day (unless overseas or military voter deadlines apply).

(a) Applications for voting by mail shall be sent by US Postal Mail or personal/commercial delivery, or, as permitted by law, telefax, or email.

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(a) The address for US Postal Mail is:

Colorado County Annex
C/O Rebecka LaCourse, Election Administrator
318 Spring St., Suite 101
Columbus, TX 78934

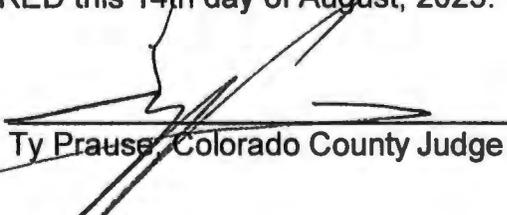
(b) The address for personal/commercial delivery is:

Colorado County Annex
C/O Rebecka LaCourse, Election Administrator
318 Spring St., Suite 101
Columbus, TX 78934
elections@co.colorado.tx.us
979-732-2952 Fax

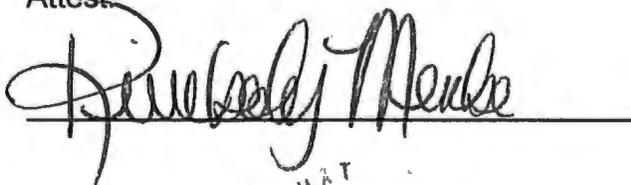
12 As soon as practicable, after the election the election officials holding same shall make and deliver the returns and the results thereof to the Colorado County Commissioner's Court for the Commissioner's Court to canvass the returns and declare the results of the election.

13 At such meeting of the properly called by Colorado County Commissioner's Court following its receipt of the election returns and the results thereof, Colorado County Commissioner's Court shall consider and enter an order pursuant to the applicable provisions of Texas Health and Safety Code, Section 775.019 regarding this election.

PASSED, APPROVED and ORDERED this 14th day of August, 2023.


Ty Prause, Colorado County Judge

Attest:



(COMMISSIONER'S COURT SEAL)



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EXHIBIT "A"

COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Commencing at the point where the most northerly point in the boundary line of Colorado County, Texas, intersects with the southeast boundary line of Fayette County, Texas, and the northwest boundary line of Austin County, Texas;

Thence, southeasterly along the east boundary line of Colorado County, Texas, pass Stokes Road and pass FM 109, to a point where the east boundary line of Colorado County, Texas intersects with Interstate 10/US Highway 90;

Thence, continuing in a southeasterly direction along the east boundary line of Colorado County, Texas, 1.4 miles south of Interstate 10/US Highway 90 to a point in the east boundary line of Colorado County, Texas, having the coordinates 29.747954, -96.297450 (using the global positioning system in decimal degrees);

Thence, southwesterly departing from the east boundary line of Colorado County, Texas, along a line, pass Prairie Chicken Road, a distance of approximately 1.38 miles to a point having the coordinates 29.709213, -96.302557;

Thence, continuing northwesterly along said line a distance of approximately 1.73 miles, pass Cat Springs Road, to a point having the coordinates 29.707685, -96.331840;

Thence, north along said line to its intersection with the south right-of-way of FM 2761;

Thence, southwest along the south right-of-way of FM 2761 to its intersection with the west right-of-way of FM 949;

Thence, continuing southwest along the south right-of-way of FM 2761/Lyle Road, extended to an intersection with the east bank of the Colorado River;

Thence, southerly and southwesterly among the meanders of the east and south banks of the Colorado River to a point on the south bank of the Colorado River having the coordinates 29.594166, -96.452615;

Thence, southwesterly from said point on the south bank of the Colorado River in a straight line, pass State Highway 71, to an intersection with the west right-of-way of County Road 102;

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Thence, northwesterly along the west right-of-way of County Road 102 to a point having the coordinates 29.577838, -96.492721;

Thence, westerly from said point to a point having the coordinates 29.604687, -96.643632;

Thence, northerly from said point to a point having the coordinates 29.668234, -96.649097, and being the southernmost point of Hattermann Lane;

Thence, northwesterly along the west right-of-way of Hattermann Lane, pass Interstate 10/US Highway 90, to its intersection with the north right-of-way of County Road 217;

Thence, westerly along the south right-of-way of County Road 217 to a point having the coordinates 29.369687, -96.663933;

Thence, northerly from said point along a line to its intersection with the south bank of the Colorado River;

Thence, along the south bank of the Colorado River to its intersection with the west boundary line of Colorado County, Texas;

Thence, northeasterly along the west boundary line of Colorado County, Texas, to the point of commencement.

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

August 14, 2023

Exhibit "B"

State Constitutional Amendment Election For Voting in a Special Election ((para votar en la Eleccion Especial para)

"adopt or reject the proposed Constitutional Amendments as submitted by the 88th Legislature, Regular Session, of the State of Texas and the 88th Legislature, Second Special Session, of the State of Texas." ("adoptar o rechazar las enmiendas a la constitución propuestas tal como fueron presentadas por la 88^o Legislatura, Sesión Regular, del Estado de Texas, y la 88^o Legislatura, Segunda Sesión Especial, del Estado de Texas.")

Emergency Services District #1 (Colorado County)

Early Voting:

Colorado County Ag Bldg (Main) 316 Spring St. Columbus, TX 78934	Weimar City Hall (Branch) 106 E. Main St. Weimar, TX 78934	EL Community Center (Branch) 100 N. Walnut Eagle Lake, TX 77434
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Days: Monday, October 23 – Wednesday, November 01, 2023

Hours: 7:30 a.m. till 5:30 p.m. *Weekdays*

Days: Thursday, November 02 – Friday, November 03, 2023

Hours: 7:00 a.m. till 7:00 p.m. *Last two days of Early Voting*

To request ballot by mail application call Colorado County Election Administrator Office, 979-732-6860, Fax, 979-732-2952, or email elections@co.colorado.tx.us

Election Day: Tuesday, November 07, 2023 **Hours:** 7:00 a.m. till 7:00 p.m.

Voting Locations

(You must go to your assigned polling location identified on your Voter Registration Card)

Precinct 101 <i>Columbus</i>	Colorado County Services Facility	305 Radio Lane, Columbus
Precinct 102 <i>Rock Island</i>	Full Gospel Church – Fellowship Hall	2304 Cushen, Rock Island
Precinct 103 <i>Garwood-Nada</i>	Nada Community Center – St. Mary's	7825 Hwy 71, Nada
Precinct 201 <i>Weimar</i>	Weimar City Hall	106 E. Main, Weimar
Precinct 202 <i>Sheridan</i>	Sheridan Community Center	5803 S. Logan Park Dr., Sheridan
Precinct 302 <i>Frelsburg</i>	St. Peter & Paul Church Dining Hall	1031 Church Lane, Frelsburg
Precinct 303 <i>Mentz</i>	St. Roch's Parish Hall	1600 Frelsburg Rd., Mentz
Precinct 304 <i>Bernardo</i>	Bernardo Fire Station	2845 FM 949, Bernardo
Precinct 305 <i>Columbus</i>	Agriculture Bldg	316 Spring St., Columbus
Precinct 401 <i>Altair</i>	Robert. R. Wells Airport	1084 CR 102, Altair
Precinct 402 <i>Eagle Lake</i>	Eagle Lake Community Center	100 N. Walnut, Eagle Lake

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

August 14, 2023

6. Take action to sign Local Order of Election by the Colorado County Commissioners Court for a Constitutional Amendment election to be held on Tuesday, November 07, 2023. A local order is required in addition to the state order, by the governor, to ensure that all required actions related to the election have been completed per Texas Election Code Secs. 3.004, 3.005 (LaCourse)

Tome medidas para firmar la Orden Local de Elección del Tribunal del Comisionado del Condado de Colorado para una elección de Enmienda Constitucional que se celebrará el martes 07 de noviembre de 2023. Se requiere una orden local además de la orden estatal, por parte del gobernador, para garantizar que todas las acciones requeridas relacionadas con la elección se hayan completado según el Código Electoral de Texas, Secs. 3.004, 3.005.

Motion by Judge Prause to approve the signing of a Local Order of Election by the Colorado County Commissioners Court for a Constitutional Amendment election to be held on Tuesday, November 07, 2023. A local order is required in addition to the state order, by the governor, to ensure that all required actions related to the election have been completed per Texas Election Code Secs. 3.004, 3.005; 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

August 14, 2023

1-5
Prescribed by Secretary of State
Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code
11/2021

ORDER OF SPECIAL ELECTION
ORDEN DE ELECCIÓN ESPECIAL
(For Governor-Ordered or County-Ordered Measure Elections)
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on 11/07/23 for the purpose of voting on:
(date)
(Por la presente se ordena celebrar una elección el 11/07/23 con el propósito de votar sobre.)
(fecha)

List Offices/Propositions/Measures on the ballot as ordered by the Governor of the State of Texas
(Enúmere los puestos/proposiciones/medidas oficiales en la boleta según lo ordenado por el
Gobernador del Estado de Tejas)

- Proposition 1 - HJR 126 "The constitutional amendment protecting the right to engage in farming, ranching, timber production, horticulture, and wildlife management."
Número de propuesta 1 - HJR 126 "La enmienda constitucional que protege el derecho a dedicarse a la agricultura, la ganadería, la producción de madera, la horticultura y la gestión de la vida silvestre".
- Proposition 2 - SJR 64 "The constitutional amendment authorizing a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility."
Número de propuesta 2 - SJR 64 "La enmienda constitucional que autoriza una exención opcional a nivel local de impuestos ad valorem por un condado o municipio sobre la totalidad o parte del valor tasado de los bienes inmuebles utilizados para operar una instalación de cuidado infantil".
- Proposition 3 - HJR 132 "The constitutional amendment prohibiting the imposition of an individual wealth or net worth tax, including a tax on the difference between the assets and liabilities of an individual or family."
Número de propuesta 3 - HJR 132 "La enmienda constitucional que prohíbe la aplicación de un impuesto sobre la riqueza o el patrimonio neto individual, lo que incluye un impuesto basado en la diferencia entre los activos y pasivos de una persona o familia".
- Proposition 4 - HJR 2 (2nd Special Session) "The constitutional amendment to authorize the legislature to establish a temporary limit on the maximum appraised value of real property other than a residence homestead for ad valorem tax purposes; to increase the amount of the exemption from ad valorem taxation by a school district applicable to residence homesteads from \$40,000 to \$100,000; to adjust the amount of the limitation on school district ad valorem taxes imposed on the residence homesteads of the elderly or disabled to reflect increases in certain exemption amounts; to except certain appropriations to pay for ad valorem tax relief from the constitutional limitation on the rate of growth of appropriations; and to authorize the legislature to provide for a four-year term of office for a member of the board of directors of certain appraisal districts."
Número de propuesta 4 - HJR 2 (Segunda Sesión Especial) "La enmienda constitucional para autorizar a la legislatura a establecer un límite temporal sobre el valor máximo de tasación de los bienes inmuebles que no sean residencias familiares a efectos de impuestos ad valorem; a aumentar el monto de la exención de impuestos ad valorem por un distrito escolar aplicable a las residencias familiares de \$40,000 a \$100,000; a ajustar el monto de la limitación de los impuestos ad valorem del distrito escolar aplicados a las residencias familiares de personas mayores o discapacitadas para reflejar los aumentos en ciertos montos de exención; a exceptuar ciertas asignaciones de pagar para el alivio del impuesto ad valorem de la limitación constitucional sobre la tasa de crecimiento de las asignaciones; y a autorizar a la legislatura a prever un mandato de cuatro años de cargo para un miembro de la junta directiva de ciertos distritos de tasación".
- Proposition 5 - HJR 3 "The constitutional amendment relating to the Texas University Fund, which provides funding to certain institutions of higher education to achieve national prominence as major research universities and drive the state economy."
Número de propuesta 5 - HJR 3 "La enmienda constitucional relacionada con el Fondo Universitario de Texas (Texas University Fund), que establece financiamiento para ciertas instituciones de educación superior con el fin de lograr renombre nacional como importantes universidades de investigación e impulsar la economía estatal".
- Proposition 6 - SJR 75 "The constitutional amendment creating the Texas water fund to assist in financing water projects in this state."

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

August 14, 2023

Número de propuesta 6 - SJR 75 "La enmienda constitucional que crea el fondo de agua de Texas con el fin de facilitar el financiamiento de proyectos hídricos en este estado".

- Proposition 7 - SJR 93 "The constitutional amendment providing for the creation of the Texas energy fund to support the construction, maintenance, modernization, and operation of electric generating facilities."

Número de propuesta 7 - SJR 93 "La enmienda constitucional que establece la creación del fondo de energía de Texas con el fin de apoyar la construcción, mantenimiento, modernización y operación de instalaciones generadoras de energía eléctrica".

- Proposition 8 - HJR 125 "The constitutional amendment creating the broadband infrastructure fund to expand high-speed broadband access and assist in the financing of connectivity projects."

Número de propuesta 8 - HJR 125 "La enmienda constitucional que crea el fondo para infraestructura de banda ancha con el fin de expandir el acceso a la banda ancha de alta velocidad y facilitar el financiamiento de proyectos de conectividad".

- Proposition 9 - HJR 2 "The constitutional amendment authorizing the 88th Legislature to provide a cost-of-living adjustment to certain annuitants of the Teacher Retirement System of Texas."

Número de propuesta 9 - HJR 2 "La enmienda constitucional que autoriza a la 88a Legislatura a proporcionar un ajuste por costo de vida a ciertos beneficiarios del Sistema de Jubilación de Maestros de Texas".

- Proposition 10 - SJR 87 "The constitutional amendment to authorize the legislature to exempt from ad valorem taxation equipment or inventory held by a manufacturer of medical or biomedical products to protect the Texas healthcare network and strengthen our medical supply chain."

Número de propuesta 10 - SJR 87 "La enmienda constitucional que autoriza a la legislatura a eximir de impuestos ad valorem los equipos o inventarios pertenecientes a un fabricante de productos médicos o biomédicos, con el fin de proteger a la red de atención médica de Texas y fortalecer nuestra cadena de suministro médico".

- Proposition 11 - SJR 32 "The constitutional amendment authorizing the legislature to permit conservation and reclamation districts in El Paso County to issue bonds supported by ad valorem taxes to fund the development and maintenance of parks and recreational facilities."

Número de propuesta 11 - SJR 32 "La enmienda constitucional que autoriza a la legislatura a permitir que los distritos de conservación y reclamación en el Condado de El Paso emitan bonos respaldados por impuestos ad valorem para financiar el desarrollo y mantenimiento de parques e instalaciones recreativas".

- Proposition 12 - HJR 134 "The constitutional amendment providing for the abolition of the office of county treasurer in Galveston County."

Número de propuesta 12 - HJR 134 "La enmienda constitucional que establece la abolición del cargo de tesorero del condado en el Condado de Galveston".

- Proposition 13 - HJR 107 "The constitutional amendment to increase the mandatory age of retirement for state justices and judges."

Número de propuesta 13 - HJR 107 "La enmienda constitucional para aumentar la edad obligatoria de jubilación para los magistrados y jueces estatales".

- Proposition 14 - SJR 74 "The constitutional amendment providing for the creation of the centennial parks conservation fund to be used for the creation and improvement of state parks."

Número de propuesta 14 - SJR 74 "La enmienda constitucional que establece la creación del fondo de conservación de los parques centenarios que se utilizará para la creación y mejora de los parques estatales".

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

August 14, 2023

Early voting by personal appearance will be conducted each weekday at: (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Colorado County Ag Bldg (Main) 316 Spring St. Columbus, TX 78934	Weimar City Hall (Branch) 106 E. Main St. Weimar, TX 78934	EL Community Center (Branch) 100 N. Walnut Eagle Lake, TX 77434
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Days: Monday, October 23 – Wednesday, November 01, 2023

Hours: 7:30 a.m. till 5:30 p.m. *Weekdays*

Days: Thursday, November 02 – Friday, November 03, 2023

Hours: 7:00 a.m. till 7:00 p.m. *Last two days of Early Voting*

Días: Lunes, 23 de octubre – Miércoles, 01 de noviembre de 2023

Horario: 7:30 a.m. hasta 5:30 p.m. *Días laborables*

Días: jueves, 02 de noviembre – viernes, 03 de noviembre de 2023

Horario: 7:00 a.m. hasta 7:00 p.m. *Últimos dos días de votación anticipada*

Applications for ballot by mail shall be mailed to:

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse:

- (a) Applications for voting by mail shall be sent by US Postal Mail or personal/commercial delivery, or, as permitted by law, telefax, or email. Las solicitudes de votación por correo se enviarán por correo postal de los Estados Unidos o entrega personal / comercial, o, según lo permita la ley, por fax o correo electrónico.

The address for US Postal Mail is:
La dirección de US Postal Mail es:

Colorado County Annex
C/O Rebecka LaCourse, Election Administrator
318 Spring St., Suite 101
Columbus, TX 78934
elections@co.colorado.tx.us
979-732-2952 Fax

The address for personal/commercial delivery is:
La dirección para entrega personal/comercial es:

Colorado County Annex
C/O Rebecka LaCourse, Election Administrator
318 Spring St., Suite 101
Columbus, TX 78934
elections@co.colorado.tx.us
979-732-2952 Fax

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: (Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:) 11/27/2023. (date)(fecha)

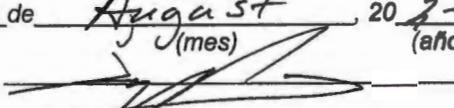
Federal Post Card Applications (FPCAs) must be received no later than the close of business on: (La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:) 11/27/2023. (date)(fecha)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

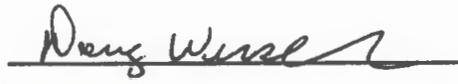
August 14, 2023

Issued this 14 day of August, 2023.
(day) (month) (year)

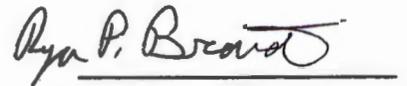
(Emitida este día 14th de August, 2023.)
(día) (mes) (año)



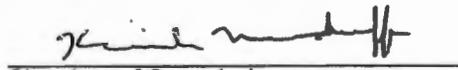
Signature of County Judge
(Firma del Juez del Condado)



Signature of Commissioner Precinct 1
(Firma del Comisionado)



Signature of Commissioner Precinct 2
(Firma del Comisionado)



Signature of Commissioner Precinct 3
(Firma del Comisionado)



Signature of Commissioner Precinct 4
(Firma del Comisionado)

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

August 14, 2023

7. Approve the Notice of Election (Section 4.003 Texas Election Code) for the Constitutional Amendment and Emergency Services District #1 Election to be held on Tuesday, November 07, 2023 at all 11 county polling locations as discussed and recommended by the Colorado County Election Board from its meeting held August 03, 2023. (LaCourse)

Aprobar el Aviso de Elección (Sección 4.003 del Código Electoral de Texas) para la Enmienda Constitucional y la Elección del Distrito de Servicios de Emergencia #1 que se llevará a cabo el martes 7 de noviembre de 2023 en los 11 lugares de votación del condado según lo discutido y recomendado por la Junta Electoral del Condado de Colorado de su sesión celebrada el 03 de agosto de 2023.

Motion by Judge Prause to approve the Notice of Election (Section 4.003 Texas Election Code) for the Constitutional Amendment and Emergency Services District #1 Election to be held on Tuesday, November 07, 2023 at all 11 county polling locations as discussed and recommended by the Colorado County Election Board from its meeting held August 03, 2023; 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**

August 14, 2023

State Constitutional Amendment Election For Voting in a Special Election ((para votar en la Eleccion Especial para)

"adopt or reject the proposed Constitutional Amendments as submitted by the 88th Legislature, Regular Session, of the State of Texas and the 88th Legislature, Second Special Session, of the State of Texas." ("adoptar o rechazar las enmiendas a la constitución propuestas tal como fueron presentadas por la 88^o Legislatura, Sesión Regular, del Estado de Texas, y la 88^o Legislatura, Segunda Sesión Especial, del Estado de Texas.")

Emergency Services District #1 (Colorado County)

FILED FOR RECORD
COLORADO COUNTY, TX
2023 AUG 15 AM 8:04
KIMBERLY KENNE
COUNTY CLERK

Early Voting:

Colorado County Ag Bldg (Main) 316 Spring St. Columbus, TX 78934	Weimar City Hall (Branch) 106 E. Main St. Weimar, TX 78934	EL Community Center (Branch) 100 N. Walnut Eagle Lake, TX 77434
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Days: Monday, October 23 – Wednesday, November 01, 2023

Hours: 7:30 a.m. till 5:30 p.m. *Weekdays*

Days: Thursday, November 02 – Friday, November 03, 2023

Hours: 7:00 a.m. till 7:00 p.m. *Last two days of Early Voting*

To request ballot by mail application call Colorado County Election Administrator Office, 979-732-6860, Fax, 979-732-2952, or email elections@co.colorado.tx.us

Election Day: Tuesday, November 07, 2023 **Hours:** 7:00 a.m. till 7:00 p.m.

Voting Locations

(You must go to your assigned polling location identified on your Voter Registration Card)

Precinct 101 <i>Columbus</i>	Colorado County Services Facility	305 Radio Lane, Columbus
Precinct 102 <i>Rock Island</i>	Full Gospel Church – Fellowship Hall	2304 Cushen, Rock Island
Precinct 103 <i>Garwood-Nada</i>	Nada Community Center – St. Mary's	7825 Hwy 71, Nada
Precinct 201 <i>Weimar</i>	Weimar City Hall	106 E. Main, Weimar
Precinct 202 <i>Sheridan</i>	Sheridan Community Center	5803 S. Logan Park Dr., Sheridan
Precinct 302 <i>Frelsburg</i>	St. Peter & Paul Church Dining Hall	1031 Church Lane, Frelsburg
Precinct 303 <i>Mentz</i>	St. Roch's Parish Hall	1600 Frelsburg Rd., Mentz
Precinct 304 <i>Bernardo</i>	Bernardo Fire Station	2845 FM 949, Bernardo
Precinct 305 <i>Columbus</i>	Agriculture Bldg	316 Spring St., Columbus
Precinct 401 <i>Altair</i>	Robert. R. Wells Airport	1084 CR 102, Altair
Precinct 402 <i>Eagle Lake</i>	Eagle Lake Community Center	100 N. Walnut, Eagle Lake

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

August 14, 2023

- __8. Review Appointment of Precinct and Board Election Officials for the 2022-2024 Terms with modifications. Appoint Presiding Judge, Shelley Janik, for Precinct 303 (Mentz) for an unexpired term (through 08/1/2024) per Texas Election Code Secs. 32.002 & 127.005(e). (LaCourse)

Revisar el nombramiento de los funcionarios electorales del Precinto y la Junta para los términos 2022-2024 con modificaciones. Nombrar a la jueza presidenta, Shelley Janik, para el Precinto 303 (Mentz) por un período no vencido (hasta el 08/1/2024) según el Código Electoral de Texas, Secs. 32.002 y 127.005 (e).

Motion by Commissioner Neuendorff to approve the appointment of Presiding Judge, Shelley Janik, for Precinct 303 (Mentz) for an unexpired term (through 08/1/2024) per Texas Election Code Secs. 32.002 & 127.005(e); seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

August 14, 2023

Polling Location or Board	Position	Name	Party	Alternate(s)
101 Columbus/Glidden Emergency Services Facility	<i>Presiding Judge</i>	Donna Pustejovsky	R	Sherri Peters
	<i>Alt Judge</i>	Laura Dorsey	D	
	<i>Clerk</i>	Patsy Goodwin	R	
	<i>Clerk</i>	Debbie Braden	R	
102 Rock Island Full Gospel Church Fellowship Hall	<i>Presiding Judge</i>	Roxanna Strickland	R	
	<i>Alt Judge</i>	Carol Noska	D	
	<i>Clerk</i>	Norma Nance	R	
	<i>Clerk</i>	Jon Klopf	D	
103 Garwood/Nada St. Mary's Community Center	<i>Presiding Judge</i>	Kimberly Kunz	R	
	<i>Alt Judge</i>			
	<i>Clerk</i>	Scarlet Tate	R	
	<i>Clerk</i>	James Jurica	R	
201 Weimar Weimar City Hall	<i>Presiding Judge</i>	Terry Braun	R	
	<i>Alt Judge</i>	Mary Ann Peach	D	
	<i>Clerk</i>	Vikie Lewis	R	
	<i>Clerk</i>	David Mitchem	R	
202 Sheridan Sheridan Community Center	<i>Presiding Judge</i>	David Gohlke	R	
	<i>Alt Judge</i>			
	<i>Clerk</i>		R	
	<i>Clerk</i>		R	
302 Frelsburg/Brushy St. Peter & Paul Dining Hall	<i>Presiding Judge</i>	Heidi May	R	
	<i>Alt Judge</i>	Ellen May	R	
	<i>Clerk</i>	Sandy Staton	R	
	<i>Clerk</i>	Lorri Chavet	R	
303 Mentz St. Roch's Fellowship Hall	<i>Presiding Judge</i>	Shelley Janik	R	Charlie Novosad
	<i>Alt Judge</i>	Wayne Hennekes	N	
	<i>Clerk</i>	Evelyn Orange	R	
	<i>Clerk</i>	James Janik	R	
304 Bernardo Bernardo VFD	<i>Presiding Judge</i>	Greg Fore	R	
	<i>Alt Judge</i>			
	<i>Clerk</i>	Frank Robb	R	
	<i>Clerk</i>	Debra Robb		
305 North Columbus/Shaws Bend Agriculture Building	<i>Presiding Judge</i>	Kathy Fleming	R	Kathleen Townzen
	<i>Alt Judge</i>	Gaynelle Stein	D	
	<i>Clerk</i>	Billy Kahn	D	
	<i>Clerk</i>	Cynthia Penney	R	
401 Altair/Alleyton Airport	<i>Presiding Judge</i>	Mary DiGiovanni	R	
	<i>Alt Judge</i>			
	<i>Clerk</i>	Jessica Coufal	R	
	<i>Clerk</i>	Brenda Buhler	R	
402 Eagle Lake Eagle Lake Community Center	<i>Presiding Judge</i>	Elizabeth (Betsy) Glaiser	R	
	<i>Alt Judge</i>	Gloria McCain	N	
	<i>Clerk</i>	Marta Garcia	D	
	<i>Clerk</i>	Vickie Kelley	R	
Central Count Colorado County Annex <i>Starting at 6:00 p.m. Reconvene 11/14/2023</i>	<i>Presiding Judge</i>	James (Jim) Billings	R	
	<i>Alt Judge</i>	Amber Becerra	D	
	<i>Asst. Manager</i>	Darilyn Henderson	N	
	<i>Clerk</i>	Raymie Kana	R	
	<i>Clerk</i>	Jackie Valenta	R	
	<i>Clerk</i>	Mary Jane Poentizsch	R	
	<i>Security</i>	Donnie Templeton	N	
Resolution and Write-In Board <i>Starting at 6:00 p.m.</i>	<i>Presiding Judge</i>	Laura Transau	R	
	<i>Alt Judge</i>	Sharise Lefferd	D	
Early Voting Ballot Board 11/3/23, 11/7/23, 11/13/23	<i>Presiding Judge</i>	Lurlyn Neisner	R	
	<i>Alt Judge</i>	Mary Ellen Bolton	D	

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

August 14, 2023

	<i>Clerk</i>	Kathy Hurst		
	<i>Clerk</i>	Billie Rosenbaum		
	<i>Clerk</i>	Theres Kovar		
Partial Manual Count 11/13/2023 @ 9:00 a.m.		Sherrie Peters	R	Patty Schindler
		Kathleen Townzen		
Early Voting Annex 10/23 - 11/1/22 7:30 a.m. - 5:30 p.m. 11/2-11/3/23 7:00 a.m. - 7:00 p.m.		Wanda Webb		Sherrie Peters
		Roxanna Strickland		Cynthia Penney
Early Voting Weimar Branch Location 10/23 - 11/1/22 7:30 a.m. - 5:30 p.m. 11/2-11/3/23 7:00 a.m. - 7:00 p.m.		Mary Ann Peach	D	David Mitchem
		Wayne Lefferd	D	
Early Voting Eagle Lake Branch Location 10/23 - 11/1/22 7:30 a.m. - 5:30 p.m. 11/2-11/3/23 7:00 a.m. - 7:00 p.m.		Greg Fore	R	
		Betsy Glaiser	R	
		Jon Klopf	D	
		Evelyn Orange	R	

Vacant

New Appointment to complete term

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

August 14, 2023

- __9.** Texas Department of Motor Vehicles imposition of Optional Fees for calendar year 2024 pursuant to Chapter 502 of the Texas Transportation Code. (Kollaja)

Motion by Judge Prause to approve the Texas Department of Motor Vehicles imposition of Optional Fees for calendar year 2024 pursuant to Chapter 502 of the Texas Transportation Code with no changes from last year; 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**

August 14, 2023



July 17, 2023

Re: Imposition of Optional Fees for Calendar Year (CY) 2024

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1 with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2024 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

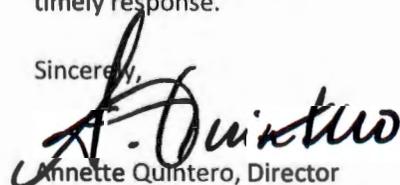
- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed \$10 for Bexar, El Paso, and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2024, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

DEADLINE: Please return the form and commissioners court order, if applicable, by Friday, September 1, 2023, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,


Annette Quintero, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

AQ:CT:MV

Attachments

cc: County tax assessor-collectors

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



**Imposition of Optional Fees
Calendar Year (CY) 2024**

INSTRUCTIONS: All counties must complete and return this form to the TxDMV via email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov

Please submit at your earliest convenience, but no later than **Friday, September 1, 2023.**

COUNTY NAME: Colorado County

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in CY 2024. 
Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for CY 2024.
Submit this form and a copy of the commissioners court order to TxDMV.
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2024 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total fee amount to be collected in CY 2024: \$ _____

For OPTION B, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

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

August 14, 2023

- _10. Discussion, consideration, and possible action to enter into construction contracts with Southern Prairie Construction for the EMS Vehicle Maintenance Building and EMS Station No. 3 utilizing American Rescue Plan funds. (Furrh)

**Motion by Judge Prause to approve entering into construction contracts with Southern Prairie Construction for the EMS Vehicle Maintenance Building and EMS Station No. 3 utilizing American Rescue Plan funds; 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

August 14, 2023



PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)
COMMERCIAL CONSTRUCTION – FIXED PRICE (For Use With
Custom Construction Jobs On The Owner's Property)

THIS DOCUMENT CREATES IMPORTANT LEGAL OBLIGATIONS THAT YOU SHOULD UNDERSTAND PRIOR TO SIGNING. YOU SHOULD READ IT THOROUGHLY AND IF YOU ARE UNCERTAIN OR HAVE QUESTIONS ABOUT YOUR RIGHTS, OBLIGATIONS OR RESPONSIBILITIES UNDER THIS CONTRACT, CONSULT AN ATTORNEY.

1. **PARTIES:** Southern Prairie Construction LLC (Builder and/or assigns) agrees to construct the Improvements (as defined below) for Colorado County EMS (collectively referred to as Owner) on the Property (as defined below).
2. **PROPERTY:** Lot _____, Block _____, _____ Addition, City of Eagle Lake, _____ Colorado County, Texas, known commonly as 1003 Old Altair Rd., Eagle Lake, Tx 77434 (Address and Zip Code), or as described on the attached exhibit, together with all improvements constructed or to be constructed on the Property, including the improvements described below (the foregoing collectively referred to as the Property).
3. **IMPROVEMENTS:**
 - A. **CONSTRUCTION DOCUMENTS** – The Construction Documents shall consist of the following:
 - 1) Complete plans as may be hereafter amended, dated February 7, 2023, prepared by Colorado County (Plans) and provided by or through: (check appropriate box) Owner Builder;
 - 2) Specifications as may be hereafter amended, dated _____, prepared by _____ (Specifications) and provided by or through: (check appropriate box) Owner Builder; and
 - 3) all attached addenda and exhibits.
 - B. **WORK** - Builder shall provide all labor and materials for the construction (Work) of the following improvements (Improvements): (check the appropriate box) a single family residence or _____
A new EMS station as described in the Request for Quote dated 2/7/2023 substantially in accordance with the Construction Documents. Any inconsistencies or conflicts within the Construction Documents shall be resolved by the Builder in its reasonable discretion. If a detail of the construction is not specified within the Construction Documents or should an alternative building practice be available in lieu of a specified procedure, the Builder may select a construction procedure that complies with industry standards. Unless otherwise specified in writing, materials used by the Builder in the construction of the Improvements shall be as prescribed in the Construction Documents, subject to substitution at Builder's election should an item not be reasonably available or if its procurement would cause undue delay of the Work. Any substitutions shall be of comparable grade and quality at Builder's election. The construction of the Improvements is subject to changes in the Construction Documents as required by any governmental authorities and/or property owners' association. Owner acknowledges that these changes may occur during construction and agrees that any such deviations as described in this section shall be accepted. There is no representation, warranty or guarantee that the Property or Improvements are "built as designed" or that "as built" drawings will match the Construction Documents or other engineering, geotechnical or architectural drawings, reports or information and in-the-field changes may be made by the Builder.

Initials: Owner(s) JP Builder SK

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

4. **CONTRACT PRICE:** Owner agrees to pay Builder the sum of \$ 379,275.00 (Total Contract Price) as consideration for the construction and completion of the Improvements and the performance of the Work, subject to adjustment as allowed by this Contract and/or as this Contract may be hereafter amended.

5. **PAYMENTS:**

See Payment

- A. **INITIAL CASH PAYMENT** - Prior to commencement of the Work, Owner shall pay to Builder \$ Schedule as a portion of the Total Contract Price (Initial Cash Payment). Builder may use the Initial Cash Payment in consideration for initial construction or pre-construction expenses, and compensation to Builder for time and effort expended. The Initial Cash Payment may be retained by the Builder as liquidated damages if this Contract is terminated for any reason other than a Builder's Event of Default (as defined below) in addition to any other rights or remedies allowed herein or by law. Builder and Owner agree that it is not possible to calculate the exact amount of damages that Builder will suffer if this Contract is terminated for a reason other than Builder's default and this amount is a reasonable approximation of the damages. This amount is in no way a penalty.
- B. **DISASTER REMEDIATION** - The following bold text only applies if 1) the Builder is performing disaster remediation services on the Property with construction of the Improvements, 2) after the Governor or county judge has issued a disaster declaration for the county in which the Property is located, and 3) Builder has not maintained a physical business address in the subject county or adjacent county for at least one year prior to the execution of this Contract. **This Contract is subject to Chapter 58, Business & Commerce Code. A contractor may not require a full or partial payment before the contractor begins work and may not require partial payments in an amount that exceeds an amount reasonably proportionate to the work performed, including any materials delivered.** If applicable, this statutorily prescribed provision may affect the Initial Cash Payment amount in Paragraph A above.
- C. **DRAW REQUESTS** - During construction, the Builder shall present Owner with requests (Draw Request) for payment (Draw Payment(s)) by Owner. Each Draw Request shall reflect the Construction Costs (as defined below) and any compensation to Builder for time and effort expended in connection with this transaction incurred up to the date the Draw Request is submitted to Owner. The Draw Request shall include the name and address of each person who subcontracted directly with Builder and who Builder intends to pay from the requested funds. Subcontracts, invoices or other documentation will not be required as a part of the Draw Request unless specifically agreed to in writing in the Special Provisions of this Contract. Owner shall cause the Draw Payments to be made to Builder within three (3) business days following communication of a Draw Request to Owner or Owner's lender. Delays by Owner's lender is not a permitted delay for payment of the Draw Request. In the event of a Draw Payment delay, Builder shall have the right to suspend all Work immediately upon the expiration of the payment period herein. Construction Costs are defined as all costs incurred by the Builder as a result of the Work, except for the following:
- 1) Salaries, wages, and other compensation for the Builder or the Builder's personnel stationed at the Builder's offices or at other sites not related to the Work.
 - 2) Expenses and operating cost of the Builder's offices.
 - 3) General overhead expenses of the Builder.
 - 4) Marketing and promotional expenses of the Builder.
 - 5) Capital and bank expenses of the Builder.
 - 6) Any costs not directly related to the Work.
- D. **FINAL PAYMENT** - The Final Payment (the portion of the Total Contract Price, Change Orders, and Allowances as defined below not paid by previous payments) shall be due and payable upon Substantial Completion (as defined below). Owner agrees that payment of the Total Contract Price at the time of Substantial Completion is a condition precedent that must be satisfied prior to Builder performing any Punch List Items, final walk-thru work, or warranty work, and the warranty period begins to run at the time of Substantial Completion although Builder is not obligated to perform warranty work until the Total Contract Price has been paid. Except as provided in Section 5.A, Owner and Builder agree that there will be no retainage of funds. Any and all rights to retain under applicable law are waived by Owner.

Initials: Owner(s) TT Builder SK

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TAB 1.1 ©

09/01/2021

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

PLEASE REPLACE 5.C. OF THE ORIGINAL CONTRACT
WITH THE SECTION BELOW:

C. DRAW REQUESTS - During construction, the Builder shall present Owner with requests (Draw Request) for payment (Draw Payment[s]) by Owner. Each Draw Request shall reflect the Construction Costs (as defined below) and any compensation to Builder for time and effort expended in connection with this transaction incurred up to the date the Draw Request is submitted to Owner. The Draw Request shall include the name and address of each person who subcontracted directly with Builder and who Builder intends to pay from the requested funds. Subcontracts, invoices or other documentation will not be required as a part of the Draw Request unless specifically agreed to in writing in the Special Provisions of this Contract. Owner shall cause the Draw Payments to be made to Builder within three (3) business days following approval of Draw Request at Commissioner's Court. ~~communication of a Draw Request to Owner or Owner's lender.~~ Commissioner's Court occurs on the 2nd and 4th Monday of each month. Delays by Owner's lender is not a permitted delay for payment of the Draw Request. In the event of a Draw Payment delay, Builder shall have the right to suspend all Work immediately upon the expiration of the payment period herein. Construction Costs are defined as all costs incurred by the Builder as a result of the

Work, except for the following:

- 1 Salaries, wages, and other compensation for the Builder or the Builder's personnel stationed at the Builder's offices or at other sites not related to the Work.
- 2 Expenses and operating cost of the Builder's offices.
- 3 General overhead expenses of the Builder.
- 4 Marketing and promotional expenses of the Builder.
- 5 Capital and bank expenses of the Builder.
- 6 Any costs not directly related to the Work.

Jay Polak

SOUTHERN PRAIRIE CONSTRUCTION

Ty Prause
Colorado County Judge

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

E. SOURCE OF PAYMENT (check the appropriate box) –

- If Owner is obtaining interim construction financing from a bona fide third-party lender, Owner shall obtain and pay the loan and all related expenses at Owner's expense. In the event of any conflicts between this Contract or the Construction Documents and any documents promulgated by any third-party lender, the terms of this Contract and the Construction Documents control. If Owner is unable to obtain an interim construction loan, with terms reasonably acceptable to Builder, within _____ days of the date of this Contract, either Owner or Builder may terminate this Contract by giving the other party written notice of termination. Builder is not required to execute any additional lender documents that are in conflict with this Contract or otherwise reduce or mitigate any of Builder's rights under this Contract or at law or in equity.
- If Owner is not obtaining an interim construction loan to pay for construction of the Improvements, upon execution of this Contract and prior to commencement of construction, Owner shall: (check the appropriate box)
- pay the Total Contract Price to Builder and Builder shall deposit same in a construction account (Builder's Construction Account) with a financial institution reasonably approved by Owner; or
 - deposit the Total Contract Price in a construction account (Owner's Construction Account) with a financial institution reasonably acceptable to Builder. Builder shall have the right to monitor Owner's Construction Account to insure Owner has deposited the required funds into the account. Failure by Owner to establish and maintain Owner's Construction Account as required herein shall be a breach of this Contract and Builder may, at its option, elect to treat such breach as an Owner Event of Default (as defined below).

6. TIME:

- A. COMMENCEMENT OF WORK** - Builder will make reasonable efforts to commence the Work within 7 calendar days after:
- 1) The complete Construction Documents have been approved and initialed by both Owner and Builder;
 - 2) Owner has a construction loan or other financing acceptable to the Builder in accordance with this Contract;
 - 3) Owner has all necessary approvals from, including but not limited to homeowner's association, architectural control committee, engineering, governmental and otherwise;
 - 4) Owner has furnished Builder with a current title commitment or such other evidence of Owner's ownership of the Property satisfactory to Builder in its discretion;
 - 5) All appropriate building permits and regulatory approvals have been issued; and
 - 6) Owner has executed and delivered to Builder for recording any required mechanic's lien contract pursuant to Section 16.A, Builder has received written notice from the lien holder and/or the title company insuring lien holder's security interest in the Property that all documents required to be recorded prior to the commencement of construction have been properly recorded, and the Initial Cash Payment has been received by Builder.
- B. DELAY OF COMMENCEMENT OF WORK** - If Owner's completion of the prerequisites in 6.A. above are delayed more than thirty (30) days from the execution of this Contract or Owner further delays Work commencement in any manner, Builder shall have the right to increase the Total Contract Price by an amount equal to any actual labor or material price increases that occur after the execution date and an amount to compensate Builder for Builder's time and effort expended in obtaining same.
- C. COMPLETION OF IMPROVEMENTS** - After Work begins, construction activities shall then be continued in accordance with Builder's normal construction schedule until the Improvements reach Substantial Completion (as defined below). Builder will make reasonable efforts to substantially complete the Improvements within 14 calendar days from the date hereof (Projected Completion Date), subject to Permitted Delays (as defined below). **Builder does not warrant or guarantee completion of the Improvements by any specific date, and no damages for delay or otherwise are recoverable by Owner, including but not limited to taxes, carry costs, temporary rental or living arrangements, moving costs, boarding of animals, builder's risk or other insurance, etc.**
- D. PERMITTED DELAYS** – Although there is no guaranteed completion date, the Projected Completion Date may be extended for one or more of the following causes:

Initials: Owner(s) TP Builder SK

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TAB 1.1 ©

09/01/2021

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

- 1) Changes by Owner or Owner's representatives to the Construction Documents.
- 2) Failure of Owner to timely make selections as directed below.
- 3) Failure of Owner to timely make payments when due.
- 4) Other acts or omissions by Owner or Owner's representatives.
- 5) Prohibitive inclement weather or acts of God.
- 6) Fire or casualty loss.
- 7) Non-availability of labor, services, or materials.
- 8) Delays caused by a change in laws or ordinances or delays in issuing necessary permits or conducting inspections or testing by any governmental entity or regulatory authority.
- 9) Delays caused by Change Orders.
- 10) Disputes with Owner or Owner's representatives that allow Builder to suspend Work until resolved.
- 11) Civil unrest, strikes, lockouts, acts of public authorities, war or any state, local, or national orders or mandates.
- 12) Shortages or unavailability of labor or materials from any cause.
- 13) Other events or causes beyond the Builder's reasonable control.

E. **NO WORK PERFORMED** - Builder and Owner, by their signatures to this Contract, acknowledge and agree that this Contract has been executed and delivered before Builder has performed any labor on the Property and before Builder has furnished any materials in connection with the construction of the Improvements. Owner shall execute any further or additional documents to evidence same.

7. **SUBSTANTIAL COMPLETION, INSPECTION, RELEASE AND OCCUPANCY:** The Improvements are substantially completed (Substantial Completion) when: 1) a certificate of occupancy is issued, or 2) if no certificate of occupancy is required, when all electrical, mechanical, and plumbing final inspections, or all other required inspections (if any), have been approved or all approvals for occupancy have been received from any applicable governmental authority, or 3) in the absence of the foregoing, when the Improvements are suitable for occupancy; provided, however, that if Owner moves into the Improvements, by occupying or placing any personal property in the Improvements or on the Property, the Improvements shall be deemed to be substantially complete, and the Total Contract Price becomes immediately due and payable. At the time of Substantial Completion, Owner will conduct a walk-thru inspection of the Improvements with Builder at Builder's request and discretion, and Owner shall execute and deliver to Builder a "Final Customer Walk-Thru Approval and Punch List" in the form associated with this Contract and that confirms Owner's inspection and acceptance of the Improvements, Owner's acknowledgment that all construction Work has been completed in accordance with the Construction Documents, and releases Builder from all claims and liabilities except contractual warranty obligations arising under Builder's Express Limited Home Warranty and any agreed items of Work to be completed (Punch List Items). Upon Substantial Completion of the Improvements and payment to the Builder of the Total Contract Price and all payments as set forth herein, Owner will be given possession of the Improvements and the Property; in no event shall Owner be entitled, without the prior written consent of the Builder, to occupy the Improvements, place any personal property in the Improvements or on the Property, until Builder has been paid the Total Contract Price and all other payments as set forth herein. At the time of Substantial Completion or if the Owner occupies the Improvements, places any personal property in the Improvements or on the Property, Builder shall be released from any further obligation or duty for the maintenance of insurance coverage with respect to the Property and/or the care, repair, maintenance and condition of the Property and the Improvements, except as outlined in the Builder's Express Limited Home Warranty, if applicable. Builder's failure to complete Punch List Items shall not be a basis for Owner to withhold any payments otherwise due Builder under this Contract or applicable law, and, although the Express Limited Home Warranty will be in effect at Substantial Completion, no work is required to be performed by Builder pursuant to the Express Limited Home Warranty until the Total Contract Price and all payments set forth herein have been paid to Builder by Owner in full.

Initials: Owner(s) TP

Builder SK

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TAB 1.1 ©

03/01/2021

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

- 8. ALLOWANCES:** For purposes of this Contract, Allowances include budgets for certain Work components shown in the Construction Documents to be incorporated into the Improvements. The sums allocable to each listed Allowance are included in the Total Contract Price. Unless otherwise noted in the Construction Documents, each Allowance listed includes, without limitation, the component costs of material and labor, any appropriate sales tax, shipping charges, or other costs associated with procurement. If Owner exceeds any Allowance amount, such additional amounts shall be immediately payable in cash to Builder. Selections of Allowance items will be made at suppliers typically used by Builder to limit the possibility of unusual costs or delays, and Builder may disallow any such changes in Builder's discretion. All overages in expenditures from Allowance amounts will be treated as a Change Order (as defined below). Failure or refusal of Owner to execute a Change Order for Allowance overages does not relieve Owner of the requirement to pay for all Allowance overages resulting from Owner selections. The Projected Completion Date will be automatically extended if Allowance items are not selected according to the Builder's selection schedule hereto attached, within ten (10) days of written notice from Builder, or within _____ days of this Contract. Owner will verify all selections with the supplier and provide Builder with the information for ordering. Owner understands that some materials selected will have a wide variation in color, pattern, and texture. The additional material or labor cost for any waste, spoilage, breakage, or culling shall be applied to the Allowance for that item.
- 9. CHANGES:**
- A. CHANGE ORDER PROCEDURE** – Except as otherwise stated in this Contract, no alterations, additions or deletions will be made in the Work unless agreed to in writing by Owner and Builder. To approve a proposed change, both Owner and Builder shall sign a written agreement (Change Order) in the form attached. In lieu of the form, a written Change Order may also constitute an email exchange between Owner and Builder in which the Changes are discussed and acknowledged by the Parties or Owner's selections from a material supplier or vendor. Upon receiving from Owner a written request for any change, Builder will present Owner with a proposal for the changes including any additional price of construction, additional Builder's compensation, and any extensions to the Projected Completion Date. If Owner accepts Builder's proposal for changes, the Change Order will become a binding attachment to the Construction Documents, and to the extent a conflict between a Change Order and the Construction Documents exists, the terms of the Change Order shall control. Any Owner party may sign the Change Order as agent for the other, and the signature of one Owner shall be binding on all others; an email from one Owner concerning a Change Order also binds all Owners. Failure of Owner to approve Builder's proposal for changes within three (3) days after receipt shall constitute a rejection of the proposal except where Owner made selections exceeding a given Allowance category; in such a case, Owner's selections bind Owner to payment. Builder shall be reimbursed at \$_____ per hour, with a minimum \$100, for all expenses and effort incurred in the production of any Change Order proposal not accepted by Owner within Builder discretion. Unless otherwise specified in agreed upon Change Orders, Owner shall pay for all agreed upon Change Orders including the additional Builder's compensation to Builder in cash or immediately available funds within three (3) business days after Owner's acceptance of the proposal. Builder will not be obliged to proceed with any Work until all amounts have been paid as agreed and Builder has no obligation to stop Work while Change Orders are being discussed. Builder may disallow any and all Change Orders in Builder's sole and exclusive discretion that reduces the scope of work set forth herein or categories in the Schedule of Estimated Construction Costs.
- B. CHANGE ORDERS OF NECESSITY** - Notwithstanding the provisions of Section 9.A, Owner agrees to execute Change Orders, including any necessary increases to the Total Contract Price, that may be necessary to:
- 1) Comply with applicable governmental or regulatory requirements.
 - 2) Provide structural integrity to the improvements.
 - 3) Route electrical, mechanical, or other systems included in the Work.
 - 4) Avoid or correct any conditions, known or unknown to Builder or Owner, that might result in defects or other warranty claims.

Initials: Owner(s) JP Builder SK

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TAB 1.1 ©

09/01/2021

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

- 5) To comply with any and all other requirements, including but not limited to any homeowner's association rule, covenant, condition or restriction, design guidelines, declarant or architectural review committee requirements or similar obligation, known or unknown to the Builder or Owner.

10. BUILDER'S RESPONSIBILITIES: Builder, in the performance of the Work, does so as an independent contractor. Nothing contained in or inferable from this Contract should be construed to make Builder the agent, servant, or employee of Owner, or create any partnership, joint venture, or other association between Owner and Builder. Builder accepts responsibility for the performance of all duties reasonably necessary to complete the Work and agrees that:

- A. **PERMITS** - Builder shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities or other restrictions associated with the Property. Builder shall have no liability for any failure to obtain any such items, in which case either party may terminate this Contract without further liability to the other party and, in such event, Owner will receive a refund of the Initial Cash Payment less reasonable costs and expenses incurred by Builder.
- B. **PAYMENT OF COSTS** - Builder shall pay all costs related to the Work, except for costs associated with Change Orders and Allowance overages as described above.
- C. **MATERIALS** - Builder shall use all new materials in connection with the Work that are of suitable quality for the intended purpose, except as otherwise specified in the Construction Documents.
- D. **LIENS** - Builder shall deliver the Improvements to the Owner free of all liens, claims, security interests or encumbrances that might have arisen from the performance of the Work, except the lien and security interest created by this Contract or given to an interim construction lender.
- E. **CODES AND STANDARDS** - Builder shall perform the Work such that the Improvements will be warrantable in accordance with the Express Limited Home Warranty incorporated herein by reference. Builder shall have sole control over the scheduling and progress of the Work, including the superior right to select and arrange for all labor in any way related to the Work. Builder shall exercise exclusive control over the selection of subcontractors and shall not be obligated to employ subcontractors solely on the basis of cost savings that might be achieved. Builder has no obligation whatsoever to use any subcontractor or material supplier requested by Owner. All subcontractors shall perform their work independently, and not as an agent or employee, servant or representative of Builder.
- F. **OTHER** - Builder shall perform all other obligations as provided in this Contract

11. INSURANCE: Before beginning the Work, Builder shall obtain: (check the appropriate box(es))

- Builder's risk insurance for the Improvements, in an amount equal to or greater than the Total Contract Price.
- General liability insurance.
- Workers Compensation Insurance or statutory waivers for Builder's direct employees that assist in the Work on-site at the Property.

The cost for all required insurance is included in the Total Contract Price unless specified otherwise in any associated document related to this Contract, including the Specification or other estimate.

12. WARRANTY

- A. Builder will provide warranty coverage on the Improvements to Owner pursuant to the attached and incorporated Express Limited Home Warranty. BUILDER AGREES TO COMPLY WITH THE EXPRESS LIMITED HOME WARRANTY AS ITS EXPRESS CONTRACTUAL WARRANTY. UNLESS BUILDER HAS ALSO ELECTED TO PROVIDE A THIRD-PARTY WARRANTY, BUILDER AND OWNER AGREE THAT THE EXPRESS LIMITED HOME WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY BUILDER AND IS IN PLACE, SUPERSEDES AND PRECLUDES OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, WORKMANSHIP, REPAIR, MODIFICATION, MERCHANTABILITY, SUITABILITY AND FITNESS. ANY AND ALL IMPLIED WARRANTIES ARE

Initials: Owner(s) TP

Builder SK

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TAB 1.1 ©

09/01/2021

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

HEREBY DISCLAIMED BY BUILDER AND WAIVED BY OWNER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE REPAIR OR MODIFICATION OR EXISTING TANGIBLE GOODS OR PROPERTY AND THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION. THE PARTIES AGREE THAT THE EXPRESS LIMITED HOME WARRANTY AND THIRD-PARTY WARRANTY, IF APPLICABLE, ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE HOME AND IMPROVEMENTS AND SERVICES TO BE PERFORMED. Owner acknowledges that this waiver of implied warranties shall not be construed as a waiver of any right to bring a claim under Chapter 17 of the Texas Business and Commerce Code but simply a waiver and disclaimer of any and all implied warranties to the maximum extent allowable by applicable law. Owner acknowledges, understands, and agrees that the terms of the Express Limited Home Warranty and Third-Party Warranty, if applicable, are clear, specific, and sufficiently detailed to establish the only standards of construction performance or service that Builder or Warrantor are obligated to meet. The Parties agree that this Express Limited Home Warranty will control any warranty, workmanship, material, or any other defect claims regarding the Property or Improvements. For items in need of repair under the Express Limited Home Warranty, the Parties agree that Builder shall have the sole right to determine the means, method, and manner of repair to be implemented. In the event that the Express Limited Home Warranty or the Third-Party Warranty do not specify a building or performance standard for the identified item, the usual and customary industry standards for similar improvements in the geographic region shall govern. In short, the Express Limited Home Warranty provides warranty coverage on the Improvements for one (1) year for workmanship and materials, two (2) years for plumbing, electrical, heating, and air-conditioning delivery systems, and ten (10) years for major structural components. Under no circumstance is any landscaping, whether currently existing trees, plants, or grass on the subject property, or any of those installed by Builder, warranted by the Express Limited Home Warranty or any other warranty. Builder and Owner agree that no warranty of any kind exists on landscaping in consideration for issuance of the Express Limited Home Warranty and any Third-Party Warranty. It is incumbent upon the Owner to properly maintain and care for any landscaping. The Express Limited Home Warranty is incorporated by reference as if fully copied and set forth herein.

- B. Builder will will not also provide a third-party warranty (Third-Party Warranty) provided through a third-party warranty company (if a box is not selected, Builder will not provide a Third-Party Warranty). If a Third-Party Warranty is provided, Owner shall first file and pursue any claim that may be covered by the Third-Party Warranty with the third-party warranty company prior to making any warranty claim with the Builder under the Express Limited Home Warranty. Owner understands and agrees that the third-party warranty requires enrollment of the Property pursuant to the applicable program and that Owner agrees to sign and cooperate with execution of such program documents prior to and after Closing, this being a material term.
- C. Builder shall construct the Improvements in a manner that passes all applicable municipal or county inspections; passage of such inspections indicates compliance with applicable codes and standards. Failure to meet an applicable code or standard by itself for any element of the Improvements does not give rise to strict liability and it is not negligence *per se*, breach of contract or breach of warranty and does not create a cause of action or warranty claim against Builder. A claim or allegation that there is a failure to meet applicable code must be accompanied by (1) actual physical damage resulting from that failure or violation of code to the Property or Improvements, or (2) an immediate threat to the health and safety for the occupants or invitees. Builder shall not be required to utilize any repair method that would result in economic waste or be required to repair items or areas that are not damaged.
- D. Right of Entry and Repair. Owner hereby grants to Builder the right to enter and inspect the Improvements during normal business hours upon Builder's request, or at other times as needed if any emergency is claimed. Owner also grants Builder the irrevocable right to implement repairs to the Improvements pursuant to the Express Limited Home Warranty or any notice from Owner to Builder of claimed defects, deficiencies, or items in need of repair, or to implement any offered repair of the Improvements by the Builder. This provision is specifically enforceable by Builder and shall not be construed as a requirement that Builder repair any claim asserted by Owner.

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- E. Any Manufactured Product warranties will be assigned, without recourse, to Owner upon payment of the Total Contract Price. This assignment shall be evidenced by Builder's execution and delivery to Owner of the "Assignment of Manufactured Product Warranties". Owner understands and agrees that proper maintenance of the Improvements is required to ensure (i) the Express Limited Home Warranty and Third-Party Warranty, if applicable remains in effect, and (ii) the proper performance of the Improvements.
- F. Water Wells. If present, Owner understands and acknowledges that certain issues exist with respect to the quality of water supplied by the water well(s) and that the quality of water may change over time, even though the current water quality may require the installation of additional filtration systems at an additional cost to Owner and subject to a Change Order. Owner acknowledges that the quality of water is a latent condition. **OWNER IS HEREBY ADVISED OF THE ISSUE(S) CONCERNING WATER QUALITY FROM WATER WELLS AND ACKNOWLEDGES THAT BUILDER IS NOT PROVIDING ANY WARRANTY WITH RESPECT TO THE QUALITY OF WATER SUPPLIED BY ANY WATER WELL. ALL WARRANTIES, IMPLIED OR EXPRESS, ARE HEREBY WAIVED AND/OR DISCLAIMED BY OWNER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF HABITABILITY, TO THE EXTENT APPLICABLE.**

13. DEFAULT BY BUILDER:

- A. EVENTS OF DEFAULT (each is a Builder Event of Default) -
 - 1) Builder's failure, without cause, to make payment to any material supplier, laborer, or subcontractor for which Builder has received payment from Owner or Owner's lender.
 - 2) A breach by Builder of any material provision contained in this Contract.
 - 3) Builder's filing of a voluntary petition in bankruptcy, making an assignment for the benefit of any creditor, being adjudicated as bankrupt or insolvent, or applying for or consenting to the appointment of a receiver, trustee or liquidator of all or a substantial part of Builder's assets.
 - 4) Abandonment of the Work by Builder for a period of fifteen (15) or more consecutive days provided that the inactivity is not caused, at least in part, by weather, shortage of labor or materials, delays attributable to the conduct of Owner, other matters beyond the control of Builder, or a Permitted Delay.
- B. NOTICE OF DEFAULT TO BUILDER - If Builder commits a Builder Event of Default, prior to exercising any remedy granted by this Contract or by law, Owner shall deliver written notice of such default to Builder. If the Builder Event of Default is not cured within fifteen (15) days after delivery of the written notice (Builder's Cure Period), Owner may exercise any remedy, subject to the terms of this Contract.
- C. REMEDIES OF OWNER - Upon the occurrence of any Builder Event of Default and the expiration of Builder's Cure Period, Owner may (but shall not be obligated to) terminate this Contract and recover monetary damages as specified below. Owner does not and shall not have the right to terminate this Contract but for an uncured Builder Event of Default. The remedy of specific performance is hereby waived by Owner and shall not be available in any action concerning this Contract. Any monetary damages available to Owner shall not exceed the total of any sums paid to Builder for (i) labor and materials not already incorporated into the Improvements; and (ii) reasonable and necessary attorney's fees and costs incurred to invoke mediation and/or arbitration. If Builder refuses to give possession of the Improvements and Property to Owner, Owner not being in default, Owner will be entitled to pursue all remedies provided under Texas law, save and except specific performance, which is specifically waived by Owner and disclaimed by Builder. If Owner receives notice of any lien or claim for labor or materials furnished to Builder for which, Owner of the Property might become liable, though primarily chargeable to Builder, Owner shall have the right to retain out of the next Draw Payment, an amount sufficient to pay the face value of the lien claim. However, Builder shall have the right to contest in good faith the validity of such lien or claim. If Builder fails to discharge any such lien or claim, all amounts expended by Owner for the payment of any liens or claims shall be credited against the Total Contract Price. **If any lien or claim of lien is filed as a result of Owner's failure to pay Builder amounts due, Builder shall have no liability for such lien or claim of lien, and Owner shall indemnify and defend Builder for such lien or claim of lien and all associated attorney's fees and expenses related to same.**

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14. OWNER'S RESPONSIBILITIES: Owner agrees to the following:

- A. **PAYMENTS** - Owner shall make all payments to Builder as required by this Contract.
- B. **TITLE AND POSSESSION** - Owner shall protect the title and possession of the Property and pay all taxes and assessments prior to delinquency.
- C. **APPROVALS** - Owner shall obtain all consents and approvals required from any governmental authority, architectural review committee, homeowner's association or similar entity having the right to review and approve plans and specifications for any residence or improvements proposed to be constructed on the Property. Builder may assist Owner in obtaining such consents and approvals as an accommodation only and Builder is not liable for the disapproval of any such consents or approvals.
- D. **OBJECTIONS TO WORK** - Owner agrees to promptly notify Builder of any objections to any Work not in compliance with the Construction Documents. **Failure by Owner to promptly notify Builder of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work subject to Builder's obligations under the Express Limited Home Warranty.** Owner acknowledges and agrees that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re-fabricate, or repaint a component that exhibits a minor defective condition. In such instances, Builder, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable building practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
- E. **UTILITIES** - Owner is solely responsible for providing Builder, prior to commencement of construction, with water, gas, storm and sanitary sewer, and electricity at the lot line required for construction of the Improvements.
- F. **EXISTING ITEMS** - Owner shall remove or protect all of Owner's existing items of property at the Property that could be affected by the contemplated construction. Builder shall not be responsible for damaged driveways, walks, lawns, trees, shrubs, flowers, and items of personal property or the release of confined pets. **OWNER HEREBY RELEASES BUILDER FROM ANY DAMAGES TO THESE ITEMS THAT OCCUR ALL OR IN PART AS A RESULT OF BUILDER'S NEGLIGENCE, BUT NOT AS A RESULT OF ITS GROSS NEGLIGENCE.**
- G. **SUBCONTRACTORS** - Owner agrees not to instruct, direct, or otherwise communicate with the subcontractors retained by Builder as to the scheduling of or details about the Work (including additions to, modifications of, or deletions from the Work), and any such violation of this provision shall be a default and breach of this Contract without any notice and opportunity to cure and Builder may terminate this Contract and exercise any right or remedy herein. Owner shall not do or cause any work to be done or alter or cause the alteration of any portion of the Improvements, engage any work to be performed on the Property, whether complete or incomplete, prior to the later of Owner's acceptance of the Improvements as set forth herein, Substantial Completion, and payment of the Total Contract Price.
- H. **HOME INSPECTION SERVICES** - Owner may hire an independent home inspector (Inspector) at its sole expense and Builder may allow within Builder's discretion the Inspector access to the Improvements only after Substantial Completion, provided that the Inspector:
 - 1) carries worker's compensation insurance and general liability insurance in an amount not less than \$500,000.00 and provides Builder with a certificate of insurance naming Builder as an additional insured;
 - 2) is licensed by all governmental authorities having jurisdiction over the Improvements;
 - 3) performs all inspections at a time which is reasonably convenient to Builder, provided that Builder receives no less than forty-eight (48) hours prior notice of any inspection;
 - 4) provides the results of any inspection to Builder in writing detailing any alleged violation of any applicable building code with citation of the relevant sections of such code;
 - 5) performs such inspection(s) in the presence of an authorized representative of Builder; and
 - 6) performs all inspections visually without the disassembly or removal of construction within the Improvements or Property.

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Owner expressly agrees that Builder has no obligation to perform any work identified by Inspector and that no portion of the Total Contract Price may be withheld as a result of the inspection.

- I. OTHER - Owner shall perform all other obligations as provided in this Contract.

15. DEFAULT BY OWNER:

A. EVENTS OF DEFAULT BY OWNER (each is an Owner Event of Default):

- 1) Owner or Owner's agents or representatives fail to make any payments due under this Contract, including payment for any Change Orders.
- 2) Owner or Owner's agents or representatives unreasonably delay or unreasonably interfere with the Builder or its subcontractors or suppliers in the execution of the Work.
- 3) Owner fails to participate in the Final Customer Walk-Thru Approval and Punch List inspection.
- 4) Owner or Owner's agents or representatives fail to perform any material agreement contained in this Contract.
- 5) Owner, or any person liable for the payment or performance under this Contract, files a petition in bankruptcy, makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent, or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their or its assets.

B. NOTICE OF DEFAULT TO OWNER - If Owner commits an Owner Event of Default, prior to exercising any remedy granted by this Contract or by law, Builder shall deliver written notice of such default to Owner. If the Owner Event of Default is not cured within fifteen (15) days after delivery of such written notice (Owner's Cure Period), Builder may exercise any remedy subject to the terms of this Contract.

C. REMEDIES OF BUILDER - Upon the occurrence of any Owner Event of Default and the expiration of Owner's Cure Period, all amounts owed for Work completed will, at the option of the Builder, become immediately due and payable without prejudice to any other remedy of the Builder and Builder may (but shall not be obligated to) discontinue performance of this Contract and (i) terminate this Contract and retain all money previously paid by Owner to Builder as liquidated damages thereby releasing both parties from this Contract; or (ii) terminate and seek recovery of any and all damages suffered by Builder, including, but not limited to, payment for all materials, labor, profit, overhead and fees with respect to this Contract. The remedy of specific performance is hereby waived by Builder and shall not be available in any action concerning this Contract. If Owner refuses to accept the completed Improvements and/or pay the Total Contract Price to Builder as specified in this Contract, Builder not being in default, Builder will be entitled to pursue all remedies provided by Texas law, save and except specific performance.

D. DELINQUENT PAYMENT - Should the Owner fail to make payment to the Builder of any portion of the Total Contract Price when payment is due, then the Owner shall pay to the Builder, in addition to the sum shown as due, interest at the maximum rate allowed by applicable federal and state law, which interest shall accrue as of the date payment was first due and shall continue to accrue until the date of payment.

16. OWNER(S)' AND BUILDER'S JOINT AGREEMENTS:

- A. MECHANIC'S LIEN - Owner grants to Builder a mechanic's lien to secure performance of the obligations of Owner. If Owner is obtaining an interim construction loan, Builder shall assign to the interim construction lender a portion of Builder's mechanic's lien equal to the amount of the interim construction loan advanced to or for the benefit of the Owner and paid to Builder, and to subordinate any remaining amount of Builder's lien to the interim construction loan. In the event that the Improvements to be erected fail for any reason to be completed, or fail to be completed according to this Contract, or all of the labor and material used in erection thereof fail to be provided by Builder, then Builder and the holder of the indebtedness under the builder's and mechanic's lien shall have a valid and subsisting lien for the Total Contract Price, less such amount as would be reasonably necessary to complete the Improvements according to the Construction Documents. In the event of any conflicts between this Contract and the builder's and mechanic's lien contract, the terms of this Contract shall control. In no event do any bank or lending documents or instruments, including mechanic lien forms or assignments negate or waive Builder's mechanic's lien created herein.

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B. INSULATION – As required by Federal Trade Commission regulations, the information relating to the insulation installed or to be installed in the Improvements at the Property is: (check only one box below)

- 1) as shown in the Specifications.
 2) as follows:

- a) Exterior walls of improved living areas: insulated with _____ insulation to a thickness of ____ inches that yields an R-Value of _____.
- b) Walls in other areas of the home: insulated with _____ insulation to a thickness of ____ inches that yields an R-Value of _____.
- c) Ceilings on improved living areas: insulated with _____ insulation to a thickness of ____ inches that yields an R-Value of _____.
- d) Floors of improved living areas not applied to a slab foundation insulated with _____ insulation to a thickness of ____ inches that yields an R-Value of _____.
- e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of this insulation.

C. DOCUMENT RELIANCE - Owner is advised that the Builder may have contracted with one or more independent professional architects, engineers, surveyors, designers, or other professional third parties (Builder's Professionals) to perform services and/or prepare certain documents or reports for completion of the Construction Documents and/or use in constructing the Improvements. Owner, at Owner's cost and option, may also elect to obtain site specific soil and sub-soil tests (Geotechnical Report), flood plain maps and any other data or documents that may impact the performance of the completed Improvements from experts knowledgeable of such matters and hired by Owner (Owner's Professionals). If Owner elects not to obtain a Geotechnical Report for use in the design of the foundation system by a professional engineer, Owner hereby releases Builder from any and all foundation movement or foundation failure based claims under this Contract or any applicable warranty. If Owner does not supply the referenced Geotechnical Report for use in the design of the foundation system, it is presumed that the Owner elected not to have one performed. If Owner elects to obtain such data and/or documents, Owner shall direct Owner's Professionals to furnish all such data and/or documents to Builder prior to the design of the foundation and the completion of the Construction Documents. In constructing the Improvements, Builder will rely on documents provided by Builder's Professionals and Owner's Professionals as being complete, adequate, and correct in all respects. Builder shall promptly notify Owner of any errors, conflicts, or inconsistencies discovered with respect to the Owner supplied data or Construction Documents. BUILDER DOES NOT WARRANT OR GUARANTEE AND WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, DOCUMENTS, DATA, PLANS, SPECIFICATIONS, DESIGNS, OR CONSTRUCTION DOCUMENTS THAT HAVE BEEN PREPARED BY OWNER, OWNER'S PROFESSIONALS OR ANY OTHER THIRD PARTY. Builder's reasonable reliance on the data and Construction Documents compiled and/or provided by Owner's Professionals shall relieve Builder from all responsibility for or liability to the Owner for damages to the structural components of the Improvements caused by raising, shifting, heaving or settling of the soil or any other damage to the Improvements, provided Builder constructs the Improvements in substantial compliance with the Construction Documents. Any supplements to the Construction Documents prepared by Builder shall be the property of Builder and shall not be used by Owner except for construction provided by Builder. Owner acknowledges that changes may occur in the Work and agrees that so long as the construction of the Improvements is substantially in compliance with the Construction Documents, such deviations will be accepted. This provision is not intended to waive any rights, remedies or otherwise of the parties hereto provided by Chapter 59, Tex. Bus. & Comm. Code.

D. WORK PERFORMED AND MATERIALS PROVIDED DIRECTLY BY OWNER - Upon receipt of Builder's written approval, in the event Owner contracts with other parties to perform work or provide or install materials that are not a part of the Work performable by Builder hereunder, Owner shall keep such other parties from interfering with the

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progress of the Work. To the extent reasonably practicable, Builder shall cooperate with such other parties, but will not be responsible for coordinating that work or for the quality of their work. Owner agrees that any ACTS OF OMISSIONS BY, OR LOSSES, DAMAGES OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY, THROUGH OR UNDER OWNER SHALL BE THE SOLE RESPONSIBILITY OF OWNER, NOT THE BUILDER. FURTHERMORE, OWNER AGREES THAT BUILDER WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER. Owner shall fully and promptly pay all sums charged by third parties hired by Owner and indemnify and hold Builder harmless from all such charges and any related liens. If after execution of this Contract and only on Builder's written consent, Owner supplies Owner's own materials and/or labor, the Total Contract Price will not be amended unless agreed to in writing by both Owner and Builder.

- E. CONFIDENTIALITY OF INFORMATION – Owner acknowledges that Owner may receive a list of subcontractors and materialmen utilized by Builder to construct the Improvements. Owner acknowledges that Builder regards that information as confidential, proprietary, and trade secret information of Builder's business. Owner agrees that Owner shall not disclose such information to any party except as required by this Contract. Prior to Substantial Completion and payment to Builder of the Total Contract Price, Owner agrees that Owner will not contract any of Builder's subcontractors for labor or materials to be incorporated into the Improvements except with the express, prior written consent of Builder. If Owner does so, Builder shall be entitled to its estimated gross profit on any such services rendered. Owner further acknowledges that Builder shall have the right to seek injunctive relief and damages should Owner violate this paragraph. Owner agrees that a temporary restraining order and injunction may be granted by a court with jurisdiction to prevent violation of this paragraph by Owner.
- F. OTHER PARTIES BOUND - Owner and Builder each bind themselves, their respective heirs, executors, administrators, partners, successors, assigns, and legal representatives in all matters related to this Contract.
- G. NO ASSIGNMENT - Neither party has the right to assign this Contract without the written consent of the other, which consent shall not be unreasonably withheld.
- H. TIME OF THE ESSENCE - Time is of the essence in this Contract.
- I. REAL ESTATE BROKERS' FEES - Builder and Owner acknowledge to each other that, unless specified in the Real Estate Broker's Fee Addendum, there has been no contract with any real estate broker or other party in connection with this Contract, to whom any brokerage, finders, or other fees may be due and payable. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting by reasons of breach of this representation and warranty.
- J. PERMISSION FOR INTERNET/SOCIAL MEDIA PUBLICATION – Owner grants Builder permission to take pictures and video of the Property and Improvements for the purpose of promoting Builder's work on its website, the internet, social media, contests, or literature. Owner hereby waives any claim for compensation of any kind related to this permission and publication, and Owner further waives any related claims, including, but not limited to, a violation of Owner's privacy or any other personal or property rights.
- K. DISPUTE PUBLICATION WAIVER – Owner and Builder agree that neither party shall utilize any form of social media, the internet, the world wide web, or print, traditional, or digital media of any kind, or any other form of information distribution to insult, disparage, or speak negatively of the other party as it may concern the alleged condition of the Improvements or any claimed defect, deficiency, or condition of the Improvements, or of any dispute with Builder, including but not limited to any mediation, settlement, lawsuit and/or arbitration. Any violation of this provision is a material breach of this Contract and subject to Builder's right to obtain a restraining order or similar relief and associated attorney's fees and expenses.
- L. PRIVACY AND TECHNOLOGY – Owner may elect for the installation of, or the Improvements may have, various technologies installed that in some form document, photograph, record, or otherwise capture data, images, video, or voice, of the Owner, occupants, or invitees. All such information may be transmitted, sold or used without Owner's

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knowledge or consent. As a result, Owner waives any claims against Builder regarding these various incorporated technologies and all claims of how any data captured by said technologies is published, distributed, sold, used, or misused.

- M. **RELEASE OF AND INDEMNIFICATION FOR LOSSES SUSTAINED DURING CONSTRUCTION** – Because of potential safety and health hazards present during construction of the improvements, as well as the practical limitations on the Builder's ability to control the activities of all persons involved in the construction process and thereby limit the risk of personal injury that may arise from construction activities, the parties agree as follows:
- 1) **Personal Safety:** To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Property or into the improvements to a minimum. When Owner chooses to enter the Property (except at the request of Builder), and irrespective of Builder's presence on the Property at such time, OWNER AGREES TO AND DOES HEREBY RELEASE, INDEMNIFY AND HOLD BUILDER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROPERTY AND/OR THE IMPROVEMENTS. THIS RELEASE AND INDEMNITY IS GIVEN TO BUILDER REGARDLESS OF WHETHER THE BUILDER OR ITS AGENTS OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF BUILDER OR ATTRIBUTABLE TO BUILDER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.
 - 2) **Risks to Vegetation:** Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Property, and Owner understands that Builder cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release the Builder from any claims for damages to or loss of trees or vegetation resulting from construction activities.
 - 3) **Changes in Water Table:** Owner also acknowledges that the water table underneath the Property fluctuates naturally which may cause differing site conditions from year-to-year even after Substantial Completion due to no fault of Builder. Owner acknowledges this risk and hereby releases the Builder from any claims for damages to the improvements or Property relating to, in whole or part, to changes in the water table.
- N. **TERMINATION/STIPULATED DAMAGES PRIOR TO SUBSTANTIAL COMPLETION** – Regardless of any allegation or actual default or breach of this Contract by any party, in the event a bona fide dispute, material misunderstanding or for the convenience of Builder upon determination within Builder's discretion that the subject matter of this Contract has become untenable (collectively, Dispute) between Builder and Owner prior to payment of the Total Contract Price and if such Dispute cannot be resolved to the mutual satisfaction of Builder and Owner, Builder at its sole election, may either submit the Dispute to mediation as provided in this Contract or may terminate this Contract by written notice to Owner. In the event of termination of this Contract by the Builder pursuant to this paragraph, Builder shall elect to pay Owner one of the following, as stipulated damages: (1) _____% of the Initial Cash Payment as defined herein, or (2) \$ _____, or if neither of the preceding blanks are completed, then \$500.00. The parties agree that the stipulated damages are a reasonable and foreseeable estimate of the damages that might be experienced by the Owner incident to the cancellation of this Contract (it being difficult if not impossible to ascertain those damages) provided that Owner shall be obligated to pay or reimburse Builder for all materials purchased, all Work performed up through the date of termination and an amount representing Builder's profit or fee that shall be proportionate to the amount of Work performed. Upon such termination of this Contract by Builder and tender of the stipulated liquidated damages, no cause of action against Builder shall accrue to the Owner and Owner shall execute a written release of this Contract and deliver it to the Builder; however, failure of Owner to deposit the stipulated damages or to execute a written release, does not in any way affect the applicability of this provision.

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- O. **ALTERNATIVE DISPUTE RESOLUTION** - It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures.

Mediation-Binding Arbitration: The parties agree that any dispute or claim arising under, or relating to, this Contract, any amendments thereto, the Property, Improvements, or any dealings between the Owner and Builder or their representatives, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. Any cost or fee associated with filing a claim for arbitration is to be paid by the party filing same. The Parties agree to split the mediation fee and the arbitrator's fees with all participating parties. The arbitrator has no authority to apportion to the prevailing party any portion of costs and fees. The mediation and, if necessary, the arbitration shall be conducted pursuant to the procedures set forth in any applicable Third-Party Warranty documents. If there is any conflict between this Contract and the Third-Party Warranty on these procedures, the provisions of this Contract shall control as to the Builder and Owner dispute or claims. Furthermore, if the mediator and/or arbitrator designated in any applicable warranty documents cannot conduct the mediation or arbitration for any reason, or if no mediator and/or arbitrator is designated, the parties agree to work together in good faith to select a mediator. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation and arbitration shall be conducted by DeMars & Associates (DeMars) or the American Arbitration Association (AAA), in accordance with the applicable rules and procedures provided by such service providers; however, if there is any conflict between this Contract and such rules or procedures, the provisions of this Contract shall control. The choice of AAA or DeMars shall be the choice of the party that first files for mediation and/or arbitration respectively, and one service may be used for mediation and another for arbitration. In the event that the dispute or claim involves only construction defect claims under the Residential Construction Liability Act and no other dispute, claim or cause of action is asserted and if an in-person, evidentiary hearing is not necessary then, at Builder's election, Builder may submit or transfer all of the disputes and claims to Construction Dispute Resolution Services (CDRS). If for any reason the AAA, DeMars and CDRS is unable or unwilling to conduct the mediation or the binding arbitration, or both, either party may petition a court of general jurisdiction in the subject county to appoint a mediator or arbitrator, or both, but only after a good faith effort to agree to an alternative mediator, arbitrator or service provider. It is agreed that the filing of a petition requesting appointment of a mediator or arbitrator, or for a court to resolve a dispute under this provision, shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties the following material terms shall apply:

- a) The arbitrator shall have no authority to award any remedy or damage not provided by this Contract, Federal law or State law;
- b) All applicable claims, causes of action, remedies, and defenses as available in court shall apply, including temporary and permanent restraining orders;
- c) The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d) Subject to relevance and discovery reasonably calculated to lead to the discovery of admissible evidence, proper objections, confidentiality and other privileges, the parties shall voluntarily produce documents related to the claims and disputes, and the parties shall be entitled to conduct reasonable and necessary discovery as limited by the arbitrator but in no event shall any party be entitled to more than 6 hours of total deposition time, 10 requests for production and disclosures under Tex. Rule of Civ. Pro. 194; no interrogatories shall be allowed;
- e) The arbitrator shall render a written award and, if requested by any party at any time, a reasoned award, even if after the written award is issued;

Initials: Owner(s) TP Builder SK

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

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

- f) No party shall be required to pay any unreasonable costs, expenses, or arbitrator's fees;
- g) Judgment upon any such award may be entered in any court having jurisdiction, subject to the terms and conditions herein and the Federal Arbitration Act;
- h) If the proceeding pertains to a construction defect, as that term is defined in Chapter 27 of the Texas Property Code (§27.001(4)), then the arbitration shall be conducted in the same county as the Property, absent agreement of the parties or the arbitrator's determination that such location is inconvenient;
- i) Any arbitration shall be private and confidential, and no publication or disclosure of such arbitration or facts surrounding same shall be made to any third-party, except for necessary testimonial witnesses, experts and counsel. The final award of the arbitrator shall not be payable until 60 days after such award, and such award shall not be sought to be confirmed in any court until 90 days after such award, with or without objection by any party and regardless of the terms and conditions of the award. If the award requires repairs of construction defects, such repairs are not required to be commenced until 90 days after the award is confirmed but shall be completed within 120 days after the award is finally confirmed.

Owner and Builder agree that notwithstanding anything to the contrary, the rights and obligations set forth in this mediation-arbitration agreement shall survive (1) the termination of this Contract by either party; (2) the default or breach of this Contract by either party; and/or (3) Substantial Completion and payment in full of the Total Contract Price. The waiver or invalidity of any portion of this mediation-arbitration agreement shall not affect the validity or enforceability of the remaining portions of this mediation-arbitration agreement and/or the Contract. Owner and Builder further agree (1) that any dispute involving Builder's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Builder shall have the option to include its subcontractors, suppliers, and vendors as parties in the alternative dispute resolution procedures set forth in this Contract.

This Contract requires mandatory mediation and arbitration of all claims and disputes; if any party commences litigation in violation of this Contract, that party shall reimburse the other parties for all costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of mediation and/or arbitration.

Owner and Builder expressly agree that this Contract is being entered into for the benefit of any third-party and/or subsequent owner that owns, inhabits or resides in the Improvements, Property or dwelling and is therefore subject to this requirement to arbitrate any and all claims concerning this Contract, the Property, Improvements or dwelling.

Owner further agrees that if Owner sells the Property and Improvements, Owner agrees to inform the subsequent purchaser(s) of this requirement to arbitrate in accordance with this Contract and, as part of any sales agreement, agrees to require the subsequent purchaser(s) to arbitrate any and all claims that may arise between Owner, Builder or subsequent purchaser(s) relating to or arising under, in whole or in part, to this Contract, the Property or Improvements.

- P. **WAIVER OF TRIAL BY JURY:** If it is determined that the arbitration provisions of the alternative dispute resolution agreement are not enforceable, the parties agree that any disputes between them shall be resolved by a court of competent jurisdiction in the county where the Property is located without the use of a jury. The right to a trial by jury is hereby expressly waived by Owner and Builder. The Parties also agree that the rights and obligations set forth in this paragraph shall survive termination of this Contract by either party, default of this Contract by either party, or Substantial Completion and full payment of the Total Contract Price.
- Q. **MUTUAL LIMITATION OF CLAIMS AND REMEDIES** – The parties desire pragmatic and logical limitations on claims and remedies to ensure effective and realistic dispute resolution. Accordingly,
 - 1) **Limitation of Claims:** Under no circumstances shall either Owner or Builder be liable for any special, indirect, or consequential damages, including claims of mental anguish, except as otherwise specifically set forth in this

Initials: Owner(s) TP Builder SK

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TAB 1 1 @

09/01/2021

**MINUTES OF THE COLORADO COUNTY
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August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

Contract. Any action or claim, regardless of form, that arises from or relates to this Contract, the Work and/or the Improvements is barred unless it is brought by Owner not later than two (2) years and one (1) day from the date the cause of action accrues.

- 2) **Waiver of Subrogation:** The parties agree that after Substantial Completion, Owner shall secure and maintain insurance covering risk of loss and damage to the Improvements. The parties further mutually agree that with respect to any loss or damage that may occur to the Property, improvements, personal property, persons, third-parties, or any other loss by reason of fire, the elements, or any other cause that could be or is insured against under the terms of standard fire and extended coverage insurance policies, or any other insurance, regardless of the cause or origin, including negligence of the Parties, their agents, officers, or employees, the party carrying such insurance and suffering said loss, hereby releases the other from any and all claims with respect to such loss. The parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other party or other party's insurance carrier on account of any such loss as all rights of subrogation are hereby waived and disclaimed. Each party agrees that it will request its insurance carrier(s) to include in its policies such a clause or endorsement, but the failure to request or include such does not affect the applicability or effectiveness of this paragraph. If any such carrier refuses or fails to include such a clause or endorsement, the terms and conditions herein are in no way affected. The agreements in this paragraph shall survive Substantial Completion and payment in full of the Total Contract Price. Nothing contained in this paragraph shall be deemed to modify or otherwise affect releases of either party from liability for claims elsewhere herein contained. To the extent that Owner's carrier in carrier's name or in Owner's name makes any claim or asserts a cause of action against Builder for subrogation, Owner agrees to defend, indemnify and hold Builder harmless, including attorney's fees, from any such claim or cause of action, including but not limited to negligence of Builder or Builder's subcontractors.
- R. **WARRANTY REQUEST-** Owner and Builder agree that a request for warranty performance shall not be construed as a notice of construction defect under the Texas Residential Construction Liability Act (RCLA), and that any notice under RCLA shall be separately sent to Builder in the manner required by RCLA. Subsequent, new or differing allegations of construction defect shall be subject to the requirements of the RCLA, including but not limited to the notice requirements therein. All documents producible pursuant to the RCLA shall be made immediately available to Builder. All notices under the RCLA shall be sent by certified mail, return receipt requested. Warranty claims, Punch List Items or other notices through Builder's normal warranty procedures are not to be considered as compliance with the RCLA.
- S. **ATTORNEY'S FEES -** If Builder or Owner is the prevailing party in any legal proceeding or arbitration, brought in connection with or relating to this Contract or the Improvements in any way, then, in addition to any other relief sought, such party shall be entitled to recover its attorney's fees, court/arbitration costs, and any other litigation expenses from the non-prevailing party. The "prevailing party" shall be deemed to be the party whose last written offer to settle the dispute (or the fair market value of the offer), before the initiation of the proceeding/arbitration or pursuant to Chapter 27 of the Texas Property Code, whichever occurs later, most closely approximates the final award (excluding any award for attorney's fees, costs, and prejudgment interest which accrue after the offer is made). If the claimant makes no written demand or offer, its last offer shall be the amount claimed in the arbitration. If the defending party makes no written offer, its last offer shall either be zero or, if applicable, the amount of its counterclaim. "Initiation of the proceeding/arbitration" shall mean the date on which the parties agree in writing to the selection of an Arbitrator or the date on which a Court of competent jurisdiction or arbitration service selects an arbitrator, orders the parties to arbitration, or denies a request to arbitrate.
- T. **ESCALATION OF CERTAIN PRODUCTS AND MATERIALS -** Building products and materials utilized in construction can be subject to price variation based on local, regional, and national supply, supply chain and demand issues, or catastrophic events, including but not limited to pandemics, hurricanes, tornadoes, floods, earthquakes, terrorism, wars, etc. Categories of products and materials most commonly affected by these variations in pricing are sheet

Initials: Owner(s) JP

Builder SK

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TAB 1.1 ©

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**MINUTES OF THE COLORADO COUNTY
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Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

goods such as drywall, insulated wiring, piping, soffit trim, lumber, plywood, OSB, structural members, 2x material, insulation, concrete, steel products, appliances, manufactured products and equipment, and petroleum-based roofing or other materials; this is not an exclusive list of such categories of products and materials that are subject to this provision. In the event that there is one or more price increases in these construction products and materials, whether one or more categories individually or collectively, of more than 10% from the (1) estimated or budget pricing, (2) average of similar materials or products purchased by Builder, and/or (3) general geographic region where the Property is located, starting from and including the preceding 60-day period from the execution of this Contract, the entirety of the increase in actual pricing paid or to be paid will be paid by Owner, resulting in an increase in the Total Contract Price. Builder will not be responsible for payment of any increase in product or material costs as contemplated herein; in other words, Owner will be responsible for any and all amounts, including but not limited to the increased amounts. Owner shall execute a Change Order or other instrument evidencing these increases, and failure to execute such Change Order or other instrument shall be a default and breach by Owner, and Builder may exercise any and all rights or remedies as contemplated in this Contract.

17. AGREEMENT OF PARTIES: This Contract, the Construction Documents, and any Change Orders, constitutes the entire agreement between the Parties. No oral or written statements made at or prior to the execution of this Contract shall be binding upon Owner or Builder. The Parties further understand and agree that the failure to enforce any provision, term, or right in this Contract in a specific instance does not waive a Party's right to do so in any future instance. Owner and Builder wish to avoid any misunderstanding concerning this Contract, Property or Improvements and Builder does not desire Owner to rely on any oral representations concerning the Contract, Property or Improvements. Therefore, Owner must write in the spaces provided below ANY understandings, representations, warranties, guarantees, or promises that are not set out in the Contract but that have been made by Builder upon which Owner is relying when signing this Contract. In addition to listing those representations, Owner must strike through "NONE." Alternatively, if this Contract represents the entire understanding between the parties, leave "NONE" as shown:

NONE

Owner's failure to write anything in the space above shall be conclusively deemed Owner's affirmation that "NONE" is applicable thereto. To induce Builder to accept the Contract, and as material consideration to Builder, Owner hereby acknowledges that: (i) there are no understandings, representations, warranties, guarantees, or promises of any kind that have been made to induce Owner to execute the Contract or to acquire the Property or Improvements except as specifically set forth in the Contract, and the Contract supersedes any and all prior understandings and agreements between the parties; (ii) all advertising materials are superseded by the Contract; (iii) the Contract sets forth in full the entire agreement between the parties; (iv) Owner has not relied on any oral agreement, statement, or representation that is not expressly set forth in the Contract; and (v) no person on behalf of Owner is authorized to make any future oral agreement upon which Owner may rely to cancel, change, or modify any portion of the Contract.

18. Exhibits and addenda that are not already incorporated by reference herein as a part of this Contract are: (check all that apply)

- Legal Description (TAB A-1)
- Schedule of Estimated Construction Costs (TAB A-2)
- Draw Request Form (TAB A-3)
- Notice Regarding Expansive Soils (TAB A-4)
- Final Customer Walk-Thru Approval and Punch List (TAB A-5)

Initials: Owner(s) TP

Builder SK

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TAB 11 6

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**MINUTES OF THE COLORADO COUNTY
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Residential Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

- Selection / Allowance Schedule (TAB A-6)
- Change Order (TAB A-7)
- Real Estate Broker's Fee Addendum (TAB A-8)
- Disclosure Statement (TAB A-9)
- Waiver of the List of Subcontractors & Suppliers (TAB A-10)
- Assignment of Manufactured Product Warranties (TAB A-11)
- Special Provisions Addendum (TAB A-12)
- Green Building Disclosure (TAB A-13)
- Express Limited Home Warranty (TAB A-14)
- Homeowner Maintenance Requirements (TAB A-15)
- Notice Regarding Heating and Cooling Equipment (TAB A-16)
- Third-Party Warranty Specimen
- Payment Schedule, Scope of Work, and Required Contract Provisions

OWNER REPRESENTS THAT OWNER HAS READ AND UNDERSTANDS THIS CONTRACT, INCLUDING THE AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION. OWNER AGREES THAT NO VERBAL STATEMENT, PROMISE, OR CONDITION NOT SPECIFICALLY LISTED IN THIS CONTRACT IS BEING RELIED UPON BY OWNER. OWNER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY BUILDER, ITS EMPLOYEES, OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, OR AGENTS EXCEPT THOSE CONTAINED HEREIN. THIS CONTRACT CANNOT BE MODIFIED OR AMENDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY THE PARTIES. IF ANY COURT OR ARBITRATOR DECLARES ANY PROVISION OF THIS CONTRACT TO BE VOID OR UNENFORCEABLE, THEN ONLY THAT PROVISION SHALL BE UNENFORCEABLE, WITH THE REMAINDER OF THE CONTRACT REMAINING VALID AND ENFORCEABLE. OWNER ACKNOWLEDGES THAT BUILDER IS RELYING ON THESE REPRESENTATIONS AND WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THIS UNDERSTANDING.

19. CONSULT YOUR ATTORNEY: Builders/Real Estate Licensees cannot give legal advice. This is a legally binding Contract so read it carefully. If you do not understand the effect of this Contract, consult your attorney before signing it.

Owner's Attorney: _____

Builder's Attorney: _____

20. NOTICES: To the extent not otherwise required by law, notices must be in writing and must be delivered by personal delivery or by certified mail, return receipt requested to the location for each party designated below.

Owner: _____

Builder: _____

Either party may change the location for notice upon written notice, delivered as described above.

NOTICE OF WATER LEVEL FLUCTUATIONS: This section applies only to the sale of residential real property adjoining an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level. The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: 1) an entity lawfully exercising its right to use the water stored in the impoundment; or 2) drought or flood conditions.

Initials. Owner(s) TP Builder SK

**MINUTES OF THE COLORADO COUNTY
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August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

EROSION DISCLOSURE. If the Property is located within approximately 500 feet of a river, an authorized impoundment of water, and/or other natural or manmade topography, the Property is subject to potential erosion caused by a river or impoundment of water that may: (1) damage the Property and/or Improvements; or (2) affect an area of the Property that is available for development for its intended use.

FLOOD DISCLOSURE and HIGH RISK AREAS: Please be advised that the subject property in this Contract may have experienced previous flooding due to a breach of a reservoir or a controlled release from such or a previous water penetration due to a natural flood event. Your property and the future Improvements may be located in a floodway, flood pool, reservoir, a 100- year floodplain or a 500- year floodplain, or some combination of all. Please be advised that homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Owner hereby accepts the sole responsibility for determining whether or not the subject property of this contract is in any such flood area as well as the suitability for construction of the Improvements and hereby waives any and all such claims against Builder. Owner may choose to consult the FEMA Flood Map Service Center at <https://msc.fema.gov/portal/home> as part of its due diligence performance.

NOTICE OF MILITARY INSTALLATION: The subject property and the Improvements may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county or municipality in which the military installation is located.

ADJOINING LAND USE: Builder makes no representation, warranty or guarantee as to the adjoining use of land, property, streets, future construction, zoning, property lines or otherwise of any surrounding property, adjoining property or property near the property the subject of this Contract, regardless of ownership or control, and all such claims are waived and disclaimed regardless of any claim of fraud or fraudulent inducement, and the parties are relying on each parties own investigation and due diligence.

CITY / GOVERNMENT / THIRD-PARTY OWNED LAND: Any and all property owned by a branch of government or third-party that may or is intended to be used in a particular manner, including but not limited to public access, parks, recreation facilities, common elements, homeowner's association improvements or land, right of ways, ingress, egress or otherwise, may not continue to be used in such a manner in the future, and the parties hereto waive and disclaim any and all reliance on any information, documentation or otherwise that such current or future use will continue.

- 21. RESIDENTIAL CONSTRUCTION CONTRACT DISCLOSURE STATEMENT:** This Contract is a residential construction contract as defined in Section 53.001 of the Texas Property Code. Owner acknowledges delivery and receipt of the disclosure statement required for residential construction contracts in accordance with Section 53.255 of the Texas Property Code. A copy of this disclosure statement is attached to this Contract as an addendum.
- 22. EXECUTION BY BUILDER:** This Contract shall not be binding upon Builder until accepted and executed by one of its duly authorized officers. No other employee or agent is authorized to enter into any contract for construction of the Improvements on behalf of Builder.

Initials: Owner(s) JP Builder SK

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

23. SIGNATURES OF PARTIES:

IMPORTANT NOTICE: You and your Contractor are responsible for meeting the terms and conditions of this Contract. If you sign this Contract and you fail to meet the terms and conditions of this Contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

The Contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

EXECUTED ON August 14, 2023.

OWNER(S):

Owner Signature

Owner Signature

Address: 400 Spring St, A11107
Columbus, Tx. 78934

Email: ty.prause@coloradocountytx.us

BUILDER: Southern Prairie Construction, LLC

By:

Printed Name: Scott Krpec

Title: Owner

Address: 7915 HWY 71

Garwood, TX 77442

Email: southernprairie@outlook.com

Initials: Owner(s) TP Builder SK

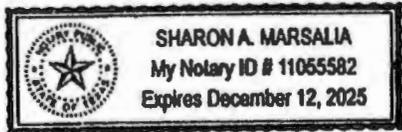
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____ (Address of Property)

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

This instrument was acknowledged before me on the 14 day of August 2023 by
Ty Prause, County Judge (Owner).



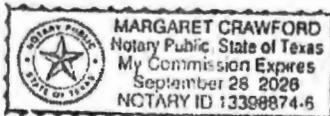
Sharon A. Marsalia
Notary Public, State of Texas

Sharon A. Marsalia
Notary's Printed/Typed Name

My Commission Expires: 12/12/2025

THE STATE OF TEXAS §
 §
COUNTY OF Colorado §

This instrument was acknowledged before me on the 24 day of August 2023 by
Scott Kriec [Builder representative name], owner
[Builder representative title] of Southern Prairie Construction
[Builder], on behalf of said entity.



M. Crawford
Notary Public, State of Texas

Margaret Crawford
Notary's Printed/Typed Name

My Commission Expires: 9/28/2026

This Contract and its printed addenda are promulgated by the Texas Association of Builders (TAB) for the voluntary use of its members. TAB makes no representation or warranty that any party using this form is a member of TAB.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY, ADEQUACY, SUFFICIENCY OR TAX CONSEQUENCES OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

IT IS THE USER'S RESPONSIBILITY TO OBTAIN AND USE THE MOST RECENT VERSION OF THIS DOCUMENT. ANY CHANGES SHOULD BE MADE ONLY AFTER CONSULTATION WITH LEGAL COUNSEL.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

ASSIGNMENT

Builder hereby gives this limited assignment to Builder's right to receive payment under the foregoing Contract, together with the liens above created, to Owner's lender, _____ (Assignee), provided this assignment shall be effective only with respect to the amount of Total Contract Price actually paid to Builder under the foregoing Contract, with Builder retaining its right to receive payment of any portion of the Total Contract Price not then paid to Builder and further retaining the lien securing same, which retained lien shall be subordinate to the portion of the lien assigned to Assignee. This Assignment is made without recourse, representation or warranty.

Builder: Southern Prairie Construction

By: [Signature]
Printed Name: Scott Krpec

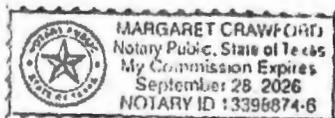
Title: Owner

THE STATE OF TEXAS

COUNTY OF Colorado

§
§
§

This instrument was acknowledged before me on the 24 day of August, 2023 by SCOTT KRPEC [Builder representative name], Owner [Builder representative title] of Southern Prairie Construction, on behalf of said entity.



[Signature]
Notary Public, State of Texas

My Commission Expires: 9/28/2026

Margaret Crawford
Notary's Printed/Typed Name

Initials: Owner(s) TR Builder SK

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

August 14, 2023



Progress Payment Schedule	Amount
Soil Testing/Engineering/porta-can	\$ 5,400.00
Foundation Completion/1/2 profit/1/2 overhead	\$ 130,797.50
Metal Building Delivery/dumpster	\$ 133,800.00
5 sectional doors/walkin doors/windows	\$ 49,100.00
Storefront/ wainscot/ completion	\$ 60,177.50
Total Estimated Cost Payments	\$ 379,275.00

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

August 14, 2023



Southern Prairie Construction
7915 Hwy 71
Garwood, TX 77442
(979) 758-2563
southernprairie@outlook.com

March 14, 2023

Colorado County EMS Maintenance
Attn: Michael Furrh
305 Radio Ln. #101
Columbus, TX 78934

RE: Proposal for the new EMS Station #3

Description: 120 x 52 foot building with two (2) pull through bays, one (1) back in bay

Scope of Work:

1. Soil sample
2. Engineered slab design
3. Foundation per engineer slab design
 - a. Concrete for building
4. Plumbing grounds installed according to plans
 - a. Trench drain in bay
5. Rough in electrical for all aspects of the completed building
 - a. Provide (3)- 4" conduits in slab for future electrical
6. Three (3) walk in metal doors Size: 3' x 7'
7. Approximately 14 (14) windows size 3' x 5'
8. Five (5) sectional doors size 14 x 14
 - a. Electrical openers
 - b. 3 doors to contain 3 rows of windows
 - c. 2 doors to contain 1 row of windows
9. 3' limestone wainscot on front and 2 sides (approximately 200 linear feet)
10. Storefront at entry
 - a. to include 2 full glass aluminum storefront doors
 - b. to include aluminum storefront glass windows at entry vestibule
11. Gutters and downspouts
12. Dumpster and porta-can included
13. Site work is excluded in this proposal

Total Estimated Cost: \$379,275.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

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

August 14, 2023

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

August 14, 2023

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 1-800-252-7031 or access the division's website at www.tdi.texas.gov/wc/indexwc.html to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

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TO THE EMPLOYER/CONTRACTOR:

Pursuant to Workers' Compensation Rule 110.110 (d)(7), a contractor engaged in a building or construction project for a government entity is required to post a notice on each project site informing all persons providing services on the project that they are required to be covered by workers' compensation insurance. The notice required by this does not satisfy other posting requirements imposed by the Texas Workers' Compensation Act or other Workers' Compensation Rules. This notice must:

- (1) be posted in English, Spanish and any other language common to the employer's employee population;
- (2) be displayed on each project site;
- (3) state how a person may verify current coverage and report failure to provide coverage;
- (4) be printed with a title in at least 30-point bold type and text in at least 19-point normal type; and
- (5) contain the exact words as prescribed in Rule 110.110 (d)(7).

The notice on the reverse side meets the above requirements. Failure to post the notice as required by this rule is a violation of the Act and Workers' Compensation Rules. The violator may be subject to administrative penalties.

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RESIDENCE CERTIFICATION

Pursuant to Texas Government Code 2252.001 *et seq.*, as amended, Colorado County requests Residence Certification. 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of a governmental contract; pertinent provisions of 2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001

I certify that _____ is a Nonresident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001 and our principal place of business is
located in _____.
(City and State)

Signature of Authorized Company Official

Printed Name of Authorized Company Official

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REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	2 CFR 200.333

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	<p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	DHS Standard Terms and Conditions

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EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

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	<p>hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	
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	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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THRESHOLD	PROVISION	CITATION
>\$10,000,000 for ARP Funds	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	<p>grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p style="text-align: center;">42 U.S.C. 6201</p>

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PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)
COMMERCIAL CONSTRUCTION – FIXED PRICE (For Use With
Custom Construction Jobs On The Owner's Property)

THIS DOCUMENT CREATES IMPORTANT LEGAL OBLIGATIONS THAT YOU SHOULD UNDERSTAND PRIOR TO SIGNING. YOU SHOULD READ IT THOROUGHLY AND IF YOU ARE UNCERTAIN OR HAVE QUESTIONS ABOUT YOUR RIGHTS, OBLIGATIONS OR RESPONSIBILITIES UNDER THIS CONTRACT, CONSULT AN ATTORNEY.

1. **PARTIES:** Southern Prairie Construction LLC (Builder and/or assigns) agrees to construct the Improvements (as defined below) for Colorado County EMS (collectively referred to as Owner) on the Property (as defined below).

2. **PROPERTY:** Lot _____, Block _____, Addition, City of Columbus, Colorado County, Texas, known commonly as 305 Radio Ln., Columbus, Tx 79834 (Address and Zip Code), or as described on the attached exhibit, together with all improvements constructed or to be constructed on the Property, including the Improvements described below (the foregoing collectively referred to as the Property).

3. **IMPROVEMENTS:**
 - A. **CONSTRUCTION DOCUMENTS** – The Construction Documents shall consist of the following:
 - 1) Complete plans as may be hereafter amended, dated February 7, 2023, prepared by Colorado County (Plans) and provided by or through: (check appropriate box) Owner Builder;
 - 2) Specifications as may be hereafter amended, dated _____, prepared by _____ (Specifications) and provided by or through: (check appropriate box) Owner Builder; and
 - 3) all attached addenda and exhibits.
 - B. **WORK** - Builder shall provide all labor and materials for the construction (Work) of the following improvements (Improvements): (check the appropriate box) a single family residence or EMS Maintenance Building described in the Request for Quote dated 2/7/23 substantially in accordance with the Construction Documents. Any inconsistencies or conflicts within the Construction Documents shall be resolved by the Builder in its reasonable discretion. If a detail of the construction is not specified within the Construction Documents or should an alternative building practice be available in lieu of a specified procedure, the Builder may select a construction procedure that complies with industry standards. Unless otherwise specified in writing, materials used by the Builder in the construction of the Improvements shall be as prescribed in the Construction Documents, subject to substitution at Builder's election should an item not be reasonably available or if its procurement would cause undue delay of the Work. Any substitutions shall be of comparable grade and quality at Builder's election. The construction of the Improvements is subject to changes in the Construction Documents as required by any governmental authorities and/or property owners' association. Owner acknowledges that these changes may occur during construction and agrees that any such deviations as described in this section shall be accepted. There is no representation, warranty or guarantee that the Property or Improvements are "built as designed" or that "as built" drawings will match the Construction Documents or other engineering, geotechnical or architectural drawings, reports or information and in-the-field changes may be made by the Builder.

Initials: Owner(s) TP Builder SK

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Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

4. **CONTRACT PRICE:** Owner agrees to pay Builder the sum of \$ 221,450.00 (Total Contract Price) as consideration for the construction and completion of the Improvements and the performance of the Work, subject to adjustment as allowed by this Contract and/or as this Contract may be hereafter amended.

5. **PAYMENTS:**

See Payment

- A. **INITIAL CASH PAYMENT** - Prior to commencement of the Work, Owner shall pay to Builder \$ Schedule as a portion of the Total Contract Price (Initial Cash Payment). Builder may use the Initial Cash Payment in consideration for initial construction or pre-construction expenses, and compensation to Builder for time and effort expended. The Initial Cash Payment may be retained by the Builder as liquidated damages if this Contract is terminated for any reason other than a Builder's Event of Default (as defined below) in addition to any other rights or remedies allowed herein or by law. Builder and Owner agree that it is not possible to calculate the exact amount of damages that Builder will suffer if this Contract is terminated for a reason other than Builder's default and this amount is a reasonable approximation of the damages. This amount is in no way a penalty.
- B. **DISASTER REMEDIATION** - The following bold text only applies if 1) the Builder is performing disaster remediation services on the Property with construction of the Improvements, 2) after the Governor or county judge has issued a disaster declaration for the county in which the Property is located, and 3) Builder has not maintained a physical business address in the subject county or adjacent county for at least one year prior to the execution of this Contract. **This Contract is subject to Chapter 58, Business & Commerce Code. A contractor may not require a full or partial payment before the contractor begins work and may not require partial payments in an amount that exceeds an amount reasonably proportionate to the work performed, including any materials delivered.** If applicable, this statutorily prescribed provision may affect the Initial Cash Payment amount in Paragraph A above.
- C. **DRAW REQUESTS** - During construction, the Builder shall present Owner with requests (Draw Request) for payment (Draw Payment(s)) by Owner. Each Draw Request shall reflect the Construction Costs (as defined below) and any compensation to Builder for time and effort expended in connection with this transaction incurred up to the date the Draw Request is submitted to Owner. The Draw Request shall include the name and address of each person who subcontracted directly with Builder and who Builder intends to pay from the requested funds. Subcontracts, invoices or other documentation will not be required as a part of the Draw Request unless specifically agreed to in writing in the Special Provisions of this Contract. Owner shall cause the Draw Payments to be made to Builder within three (3) business days following communication of a Draw Request to Owner or Owner's lender. Delays by Owner's lender is not a permitted delay for payment of the Draw Request. In the event of a Draw Payment delay, Builder shall have the right to suspend all Work immediately upon the expiration of the payment period herein. Construction Costs are defined as all costs incurred by the Builder as a result of the Work, except for the following:
- 1) Salaries, wages, and other compensation for the Builder or the Builder's personnel stationed at the Builder's offices or at other sites not related to the Work.
 - 2) Expenses and operating cost of the Builder's offices.
 - 3) General overhead expenses of the Builder.
 - 4) Marketing and promotional expenses of the Builder.
 - 5) Capital and bank expenses of the Builder.
 - 6) Any costs not directly related to the Work.
- D. **FINAL PAYMENT** - The Final Payment (the portion of the Total Contract Price, Change Orders, and Allowances as defined below not paid by previous payments) shall be due and payable upon Substantial Completion (as defined below). Owner agrees that payment of the Total Contract Price at the time of Substantial Completion is a condition precedent that must be satisfied prior to Builder performing any Punch List Items, final walk-thru work, or warranty work, and the warranty period begins to run at the time of Substantial Completion although Builder is not obligated to perform warranty work until the Total Contract Price has been paid. Except as provided in Section 5.A, Owner and Builder agree that there will be no retainage of funds. Any and all rights to retain under applicable law are waived by Owner.

Initials: Owner(s) TP Builder SK

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PLEASE REPLACE 5.C. OF THE ORIGINAL CONTRACT
WITH THE SECTION BELOW:

C. DRAW REQUESTS - During construction, the Builder shall present Owner with requests (Draw Request) for payment (Draw Payment[s]) by Owner. Each Draw Request shall reflect the Construction Costs (as defined below) and any compensation to Builder for time and effort expended in connection with this transaction incurred up to the date the Draw Request is submitted to Owner. The Draw Request shall include the name and address of each person who subcontracted directly with Builder and who Builder intends to pay from the requested funds. Subcontracts, invoices or other documentation will not be required as a part of the Draw Request unless specifically agreed to in writing in the Special Provisions of this Contract. Owner shall cause the Draw Payments to be made to Builder within three (3) business days following approval of Draw Request at Commissioner's Court. ~~communication of a Draw Request to Owner or Owner's lender.~~ Commissioner's Court occurs on the 2nd and 4th Monday of each month. Delays by Owner's lender is not a permitted delay for payment of the Draw Request. In the event of a Draw Payment delay, Builder shall have the right to suspend all Work immediately upon the expiration of the payment period herein. Construction Costs are defined as all costs incurred by the Builder as a result of the

Work, except for the following:

- 1 Salaries, wages, and other compensation for the Builder or the Builder's personnel stationed at the Builder's offices or at other sites not related to the Work.
- 2 Expenses and operating cost of the Builder's offices.
- 3 General overhead expenses of the Builder.
- 4 Marketing and promotional expenses of the Builder.
- 5 Capital and bank expenses of the Builder.
- 6 Any costs not directly related to the Work.

Jay Polak

SOUTHERN PRAIRIE CONSTRUCTION

Ty Prause
Colorado County Judge

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- 1) Changes by Owner or Owner's representatives to the Construction Documents.
- 2) Failure of Owner to timely make selections as directed below.
- 3) Failure of Owner to timely make payments when due.
- 4) Other acts or omissions by Owner or Owner's representatives.
- 5) Prohibitive inclement weather or acts of God.
- 6) Fire or casualty loss.
- 7) Non-availability of labor, services, or materials.
- 8) Delays caused by a change in laws or ordinances or delays in issuing necessary permits or conducting inspections or testing by any governmental entity or regulatory authority.
- 9) Delays caused by Change Orders.
- 10) Disputes with Owner or Owner's representatives that allow Builder to suspend Work until resolved.
- 11) Civil unrest, strikes, lockouts, acts of public authorities, war or any state, local, or national orders or mandates.
- 12) Shortages or unavailability of labor or materials from any cause.
- 13) Other events or causes beyond the Builder's reasonable control.

E. **NO WORK PERFORMED** - Builder and Owner, by their signatures to this Contract, acknowledge and agree that this Contract has been executed and delivered before Builder has performed any labor on the Property and before Builder has furnished any materials in connection with the construction of the Improvements. Owner shall execute any further or additional documents to evidence same.

7. **SUBSTANTIAL COMPLETION, INSPECTION, RELEASE AND OCCUPANCY:** The Improvements are substantially completed (Substantial Completion) when: 1) a certificate of occupancy is issued, or 2) if no certificate of occupancy is required, when all electrical, mechanical, and plumbing final inspections, or all other required inspections (if any), have been approved or all approvals for occupancy have been received from any applicable governmental authority, or 3) in the absence of the foregoing, when the Improvements are suitable for occupancy; provided, however, that if Owner moves into the Improvements, by occupying or placing any personal property in the Improvements or on the Property, the Improvements shall be deemed to be substantially complete, and the Total Contract Price becomes immediately due and payable. At the time of Substantial Completion, Owner will conduct a walk-thru inspection of the Improvements with Builder at Builder's request and discretion, and Owner shall execute and deliver to Builder a "Final Customer Walk-Thru Approval and Punch List" in the form associated with this Contract and that confirms Owner's inspection and acceptance of the Improvements, Owner's acknowledgment that all construction Work has been completed in accordance with the Construction Documents, and releases Builder from all claims and liabilities except contractual warranty obligations arising under Builder's Express Limited Home Warranty and any agreed items of Work to be completed (Punch List Items). Upon Substantial Completion of the Improvements and payment to the Builder of the Total Contract Price and all payments as set forth herein, Owner will be given possession of the Improvements and the Property; in no event shall Owner be entitled, without the prior written consent of the Builder, to occupy the Improvements, place any personal property in the Improvements or on the Property, until Builder has been paid the Total Contract Price and all other payments as set forth herein. At the time of Substantial Completion or if the Owner occupies the Improvements, places any personal property in the Improvements or on the Property, Builder shall be released from any further obligation or duty for the maintenance of insurance coverage with respect to the Property and/or the care, repair, maintenance and condition of the Property and the Improvements, except as outlined in the Builder's Express Limited Home Warranty, if applicable. Builder's failure to complete Punch List Items shall not be a basis for Owner to withhold any payments otherwise due Builder under this Contract or applicable law, and, although the Express Limited Home Warranty will be in effect at Substantial Completion, no work is required to be performed by Builder pursuant to the Express Limited Home Warranty until the Total Contract Price and all payments set forth herein have been paid to Builder by Owner in full.

Initials: Owner(s) TP Builder SK

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- 8. ALLOWANCES:** For purposes of this Contract, Allowances include budgets for certain Work components shown in the Construction Documents to be incorporated into the Improvements. The sums allocable to each listed Allowance are included in the Total Contract Price. Unless otherwise noted in the Construction Documents, each Allowance listed includes, without limitation, the component costs of material and labor, any appropriate sales tax, shipping charges, or other costs associated with procurement. If Owner exceeds any Allowance amount, such additional amounts shall be immediately payable in cash to Builder. Selections of Allowance items will be made at suppliers typically used by Builder to limit the possibility of unusual costs or delays, and Builder may disallow any such changes in Builder's discretion. All overages in expenditures from Allowance amounts will be treated as a Change Order (as defined below). Failure or refusal of Owner to execute a Change Order for Allowance overages does not relieve Owner of the requirement to pay for all Allowance overages resulting from Owner selections. The Projected Completion Date will be automatically extended if Allowance items are not selected according to the Builder's selection schedule hereto attached, within ten (10) days of written notice from Builder, or within _____ days of this Contract. Owner will verify all selections with the supplier and provide Builder with the information for ordering. Owner understands that some materials selected will have a wide variation in color, pattern, and texture. The additional material or labor cost for any waste, spoilage, breakage, or culling shall be applied to the Allowance for that item.
- 9. CHANGES:**
- A. CHANGE ORDER PROCEDURE** – Except as otherwise stated in this Contract, no alterations, additions or deletions will be made in the Work unless agreed to in writing by Owner and Builder. To approve a proposed change, both Owner and Builder shall sign a written agreement (Change Order) in the form attached. In lieu of the form, a written Change Order may also constitute an email exchange between Owner and Builder in which the Changes are discussed and acknowledged by the Parties or Owner's selections from a material supplier or vendor. Upon receiving from Owner a written request for any change, Builder will present Owner with a proposal for the changes including any additional price of construction, additional Builder's compensation, and any extensions to the Projected Completion Date. If Owner accepts Builder's proposal for changes, the Change Order will become a binding attachment to the Construction Documents, and to the extent a conflict between a Change Order and the Construction Documents exists, the terms of the Change Order shall control. Any Owner party may sign the Change Order as agent for the other, and the signature of one Owner shall be binding on all others; an email from one Owner concerning a Change Order also binds all Owners. Failure of Owner to approve Builder's proposal for changes within three (3) days after receipt shall constitute a rejection of the proposal except where Owner made selections exceeding a given Allowance category; in such a case, Owner's selections bind Owner to payment. Builder shall be reimbursed at \$_____ per hour, with a minimum \$100, for all expenses and effort incurred in the production of any Change Order proposal not accepted by Owner within Builder discretion. Unless otherwise specified in agreed upon Change Orders, Owner shall pay for all agreed upon Change Orders including the additional Builder's compensation to Builder in cash or immediately available funds within three (3) business days after Owner's acceptance of the proposal. Builder will not be obliged to proceed with any Work until all amounts have been paid as agreed and Builder has no obligation to stop Work while Change Orders are being discussed. Builder may disallow any and all Change Orders in Builder's sole and exclusive discretion that reduces the scope of work set forth herein or categories in the Schedule of Estimated Construction Costs.
- B. CHANGE ORDERS OF NECESSITY** - Notwithstanding the provisions of Section 9.A, Owner agrees to execute Change Orders, including any necessary increases to the Total Contract Price, that may be necessary to:
- 1) Comply with applicable governmental or regulatory requirements.
 - 2) Provide structural integrity to the Improvements.
 - 3) Route electrical, mechanical, or other systems included in the Work.
 - 4) Avoid or correct any conditions, known or unknown to Builder or Owner, that might result in defects or other warranty claims.

Initials: Owner(s) TP Builder SK

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- 5) To comply with any and all other requirements, including but not limited to any homeowner's association rule, covenant, condition or restriction, design guidelines, declarant or architectural review committee requirements or similar obligation, known or unknown to the Builder or Owner.

10. BUILDER'S RESPONSIBILITIES: Builder, in the performance of the Work, does so as an independent contractor. Nothing contained in or inferable from this Contract should be construed to make Builder the agent, servant, or employee of Owner, or create any partnership, joint venture, or other association between Owner and Builder. Builder accepts responsibility for the performance of all duties reasonably necessary to complete the Work and agrees that:

- A. **PERMITS** - Builder shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities or other restrictions associated with the Property. Builder shall have no liability for any failure to obtain any such items, in which case either party may terminate this Contract without further liability to the other party and, in such event, Owner will receive a refund of the Initial Cash Payment less reasonable costs and expenses incurred by Builder.
- B. **PAYMENT OF COSTS** - Builder shall pay all costs related to the Work, except for costs associated with Change Orders and Allowance overages as described above.
- C. **MATERIALS** - Builder shall use all new materials in connection with the Work that are of suitable quality for the intended purpose, except as otherwise specified in the Construction Documents.
- D. **LIENS** - Builder shall deliver the Improvements to the Owner free of all liens, claims, security interests or encumbrances that might have arisen from the performance of the Work, except the lien and security interest created by this Contract or given to an interim construction lender.
- E. **CODES AND STANDARDS** - Builder shall perform the Work such that the Improvements will be warrantable in accordance with the Express Limited Home Warranty incorporated herein by reference. Builder shall have sole control over the scheduling and progress of the Work, including the superior right to select and arrange for all labor in any way related to the Work. Builder shall exercise exclusive control over the selection of subcontractors and shall not be obligated to employ subcontractors solely on the basis of cost savings that might be achieved. Builder has no obligation whatsoever to use any subcontractor or material supplier requested by Owner. All subcontractors shall perform their work independently, and not as an agent or employee, servant or representative of Builder.
- F. **OTHER** - Builder shall perform all other obligations as provided in this Contract

11. INSURANCE: Before beginning the Work, Builder shall obtain: (check the appropriate box(es))

- Builder's risk insurance for the Improvements, in an amount equal to or greater than the Total Contract Price.
- General liability insurance.
- Workers Compensation Insurance or statutory waivers for Builder's direct employees that assist in the Work on-site at the Property.

The cost for all required insurance is included in the Total Contract Price unless specified otherwise in any associated document related to this Contract, including the Specification or other estimate.

12. WARRANTY

- A. Builder will provide warranty coverage on the Improvements to Owner pursuant to the attached and incorporated Express Limited Home Warranty. BUILDER AGREES TO COMPLY WITH THE EXPRESS LIMITED HOME WARRANTY AS ITS EXPRESS CONTRACTUAL WARRANTY. UNLESS BUILDER HAS ALSO ELECTED TO PROVIDE A THIRD-PARTY WARRANTY, BUILDER AND OWNER AGREE THAT THE EXPRESS LIMITED HOME WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY BUILDER AND IS IN PLACE, SUPERSEDES AND PRECLUDES OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, WORKMANSHIP, REPAIR, MODIFICATION, MERCHANTABILITY, SUITABILITY AND FITNESS. ANY AND ALL IMPLIED WARRANTIES ARE

Initials: Owner(s) TL Builder SK

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HEREBY DISCLAIMED BY BUILDER AND WAIVED BY OWNER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE REPAIR OR MODIFICATION OR EXISTING TANGIBLE GOODS OR PROPERTY AND THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION. THE PARTIES AGREE THAT THE EXPRESS LIMITED HOME WARRANTY AND THIRD-PARTY WARRANTY, IF APPLICABLE, ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE HOME AND IMPROVEMENTS AND SERVICES TO BE PERFORMED. Owner acknowledges that this waiver of implied warranties shall not be construed as a waiver of any right to bring a claim under Chapter 17 of the Texas Business and Commerce Code but simply a waiver and disclaimer of any and all implied warranties to the maximum extent allowable by applicable law. Owner acknowledges, understands, and agrees that the terms of the Express Limited Home Warranty and Third-Party Warranty, if applicable, are clear, specific, and sufficiently detailed to establish the only standards of construction performance or service that Builder or Warrantor are obligated to meet. The Parties agree that this Express Limited Home Warranty will control any warranty, workmanship, material, or any other defect claims regarding the Property or Improvements. For items in need of repair under the Express Limited Home Warranty, the Parties agree that Builder shall have the sole right to determine the means, method, and manner of repair to be implemented. In the event that the Express Limited Home Warranty or the Third-Party Warranty do not specify a building or performance standard for the identified item, the usual and customary industry standards for similar improvements in the geographic region shall govern. In short, the Express Limited Home Warranty provides warranty coverage on the Improvements for one (1) year for workmanship and materials, two (2) years for plumbing, electrical, heating, and air-conditioning delivery systems, and ten (10) years for major structural components. Under no circumstance is any landscaping, whether currently existing trees, plants, or grass on the subject property, or any of those installed by Builder, warranted by the Express Limited Home Warranty or any other warranty. Builder and Owner agree that no warranty of any kind exists on landscaping in consideration for issuance of the Express Limited Home Warranty and any Third-Party Warranty. It is incumbent upon the Owner to properly maintain and care for any landscaping. The Express Limited Home Warranty is incorporated by reference as if fully copied and set forth herein.

- B. Builder will will not also provide a third-party warranty (Third-Party Warranty) provided through a third-party warranty company (if a box is not selected, Builder will not provide a Third-Party Warranty). If a Third-Party Warranty is provided, Owner shall first file and pursue any claim that may be covered by the Third-Party Warranty with the third-party warranty company prior to making any warranty claim with the Builder under the Express Limited Home Warranty. Owner understands and agrees that the third-party warranty requires enrollment of the Property pursuant to the applicable program and that Owner agrees to sign and cooperate with execution of such program documents prior to and after Closing, this being a material term.
- C. Builder shall construct the Improvements in a manner that passes all applicable municipal or county inspections; passage of such inspections indicates compliance with applicable codes and standards. Failure to meet an applicable code or standard by itself for any element of the Improvements does not give rise to strict liability and it is not negligence *per se*, breach of contract or breach of warranty and does not create a cause of action or warranty claim against Builder. A claim or allegation that there is a failure to meet applicable code must be accompanied by (1) actual physical damage resulting from that failure or violation of code to the Property or Improvements, or (2) an immediate threat to the health and safety for the occupants or invitees. Builder shall not be required to utilize any repair method that would result in economic waste or be required to repair items or areas that are not damaged.
- D. Right of Entry and Repair. Owner hereby grants to Builder the right to enter and inspect the Improvements during normal business hours upon Builder's request, or at other times as needed if any emergency is claimed. Owner also grants Builder the irrevocable right to implement repairs to the Improvements pursuant to the Express Limited Home Warranty or any notice from Owner to Builder of claimed defects, deficiencies, or items in need of repair, or to implement any offered repair of the Improvements by the Builder. This provision is specifically enforceable by Builder and shall not be construed as a requirement that Builder repair any claim asserted by Owner.

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TAB 1.1 ©

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- E. Any Manufactured Product warranties will be assigned, without recourse, to Owner upon payment of the Total Contract Price. This assignment shall be evidenced by Builder's execution and delivery to Owner of the "Assignment of Manufactured Product Warranties". Owner understands and agrees that proper maintenance of the Improvements is required to ensure (i) the Express Limited Home Warranty and Third-Party Warranty, if applicable remains in effect, and (ii) the proper performance of the Improvements.
- F. Water Wells. If present, Owner understands and acknowledges that certain issues exist with respect to the quality of water supplied by the water well(s) and that the quality of water may change over time, even though the current water quality may require the installation of additional filtration systems at an additional cost to Owner and subject to a Change Order. Owner acknowledges that the quality of water is a latent condition. **OWNER IS HEREBY ADVISED OF THE ISSUE(S) CONCERNING WATER QUALITY FROM WATER WELLS AND ACKNOWLEDGES THAT BUILDER IS NOT PROVIDING ANY WARRANTY WITH RESPECT TO THE QUALITY OF WATER SUPPLIED BY ANY WATER WELL. ALL WARRANTIES, IMPLIED OR EXPRESS, ARE HEREBY WAIVED AND/OR DISCLAIMED BY OWNER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF HABITABILITY, TO THE EXTENT APPLICABLE.**

13. DEFAULT BY BUILDER:

- A. EVENTS OF DEFAULT (each is a Builder Event of Default) -
- 1) Builder's failure, without cause, to make payment to any material supplier, laborer, or subcontractor for which Builder has received payment from Owner or Owner's lender.
 - 2) A breach by Builder of any material provision contained in this Contract.
 - 3) Builder's filing of a voluntary petition in bankruptcy, making an assignment for the benefit of any creditor, being adjudicated as bankrupt or insolvent, or applying for or consenting to the appointment of a receiver, trustee or liquidator of all or a substantial part of Builder's assets.
 - 4) Abandonment of the Work by Builder for a period of fifteen (15) or more consecutive days provided that the inactivity is not caused, at least in part, by weather, shortage of labor or materials, delays attributable to the conduct of Owner, other matters beyond the control of Builder, or a Permitted Delay.
- B. NOTICE OF DEFAULT TO BUILDER - If Builder commits a Builder Event of Default, prior to exercising any remedy granted by this Contract or by law, Owner shall deliver written notice of such default to Builder. If the Builder Event of Default is not cured within fifteen (15) days after delivery of the written notice (Builder's Cure Period), Owner may exercise any remedy, subject to the terms of this Contract.
- C. REMEDIES OF OWNER - Upon the occurrence of any Builder Event of Default and the expiration of Builder's Cure Period, Owner may (but shall not be obligated to) terminate this Contract and recover monetary damages as specified below. Owner does not and shall not have the right to terminate this Contract but for an uncured Builder Event of Default. The remedy of specific performance is hereby waived by Owner and shall not be available in any action concerning this Contract. Any monetary damages available to Owner shall not exceed the total of any sums paid to Builder for (i) labor and materials not already incorporated into the Improvements; and (ii) reasonable and necessary attorney's fees and costs incurred to Invoke mediation and/or arbitration. If Builder refuses to give possession of the Improvements and Property to Owner, Owner not being in default, Owner will be entitled to pursue all remedies provided under Texas law, save and except specific performance, which is specifically waived by Owner and disclaimed by Builder. If Owner receives notice of any lien or claim for labor or materials furnished to Builder for which, Owner of the Property might become liable, though primarily chargeable to Builder, Owner shall have the right to retain out of the next Draw Payment, an amount sufficient to pay the face value of the lien claim. However, Builder shall have the right to contest in good faith the validity of such lien or claim. If Builder fails to discharge any such lien or claim, all amounts expended by Owner for the payment of any liens or claims shall be credited against the Total Contract Price. **If any lien or claim of lien is filed as a result of Owner's failure to pay Builder amounts due, Builder shall have no liability for such lien or claim of lien, and Owner shall indemnify and defend Builder for such lien or claim of lien and all associated attorney's fees and expenses related to same.**

Initials: Owner(s) PL Builder SK

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14. OWNER'S RESPONSIBILITIES: Owner agrees to the following:

- A. **PAYMENTS** - Owner shall make all payments to Builder as required by this Contract.
- B. **TITLE AND POSSESSION** - Owner shall protect the title and possession of the Property and pay all taxes and assessments prior to delinquency.
- C. **APPROVALS** - Owner shall obtain all consents and approvals required from any governmental authority, architectural review committee, homeowner's association or similar entity having the right to review and approve plans and specifications for any residence or improvements proposed to be constructed on the Property. Builder may assist Owner in obtaining such consents and approvals as an accommodation only and Builder is not liable for the disapproval of any such consents or approvals.
- D. **OBJECTIONS TO WORK** - Owner agrees to promptly notify Builder of any objections to any Work not in compliance with the Construction Documents. **Failure by Owner to promptly notify Builder of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work subject to Builder's obligations under the Express Limited Home Warranty.** Owner acknowledges and agrees that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re-fabricate, or repaint a component that exhibits a minor defective condition. In such instances, Builder, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable building practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
- E. **UTILITIES** - Owner is solely responsible for providing Builder, prior to commencement of construction, with water, gas, storm and sanitary sewer, and electricity at the lot line required for construction of the Improvements.
- F. **EXISTING ITEMS** - Owner shall remove or protect all of Owner's existing items of property at the Property that could be affected by the contemplated construction. Builder shall not be responsible for damaged driveways, walks, lawns, trees, shrubs, flowers, and items of personal property or the release of confined pets. **OWNER HEREBY RELEASES BUILDER FROM ANY DAMAGES TO THESE ITEMS THAT OCCUR ALL OR IN PART AS A RESULT OF BUILDER'S NEGLIGENCE, BUT NOT AS A RESULT OF ITS GROSS NEGLIGENCE.**
- G. **SUBCONTRACTORS** - Owner agrees not to instruct, direct, or otherwise communicate with the subcontractors retained by Builder as to the scheduling of or details about the Work (including additions to, modifications of, or deletions from the Work), and any such violation of this provision shall be a default and breach of this Contract without any notice and opportunity to cure and Builder may terminate this Contract and exercise any right or remedy herein. Owner shall not do or cause any work to be done or alter or cause the alteration of any portion of the Improvements, engage any work to be performed on the Property, whether complete or incomplete, prior to the later of Owner's acceptance of the Improvements as set forth herein, Substantial Completion, and payment of the Total Contract Price.
- H. **HOME INSPECTION SERVICES** - Owner may hire an independent home inspector (Inspector) at its sole expense and Builder may allow within Builder's discretion the Inspector access to the Improvements only after Substantial Completion, provided that the Inspector:
 - 1) carries worker's compensation insurance and general liability insurance in an amount not less than \$500,000.00 and provides Builder with a certificate of insurance naming Builder as an additional insured;
 - 2) is licensed by all governmental authorities having jurisdiction over the Improvements;
 - 3) performs all inspections at a time which is reasonably convenient to Builder, provided that Builder receives no less than forty-eight (48) hours prior notice of any inspection;
 - 4) provides the results of any inspection to Builder in writing detailing any alleged violation of any applicable building code with citation of the relevant sections of such code;
 - 5) performs such inspection(s) in the presence of an authorized representative of Builder; and
 - 6) performs all inspections visually without the disassembly or removal of construction within the Improvements or Property.

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Owner expressly agrees that Builder has no obligation to perform any work identified by Inspector and that no portion of the Total Contract Price may be withheld as a result of the inspection.

- I. OTHER - Owner shall perform all other obligations as provided in this Contract.

15. DEFAULT BY OWNER:

A. EVENTS OF DEFAULT BY OWNER (each is an Owner Event of Default):

- 1) Owner or Owner's agents or representatives fail to make any payments due under this Contract, including payment for any Change Orders.
- 2) Owner or Owner's agents or representatives unreasonably delay or unreasonably interfere with the Builder or its subcontractors or suppliers in the execution of the Work.
- 3) Owner fails to participate in the Final Customer Walk-Thru Approval and Punch List inspection.
- 4) Owner or Owner's agents or representatives fail to perform any material agreement contained in this Contract.
- 5) Owner, or any person liable for the payment or performance under this Contract, files a petition in bankruptcy, makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent, or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their or its assets.

- B. NOTICE OF DEFAULT TO OWNER - If Owner commits an Owner Event of Default, prior to exercising any remedy granted by this Contract or by law, Builder shall deliver written notice of such default to Owner. If the Owner Event of Default is not cured within fifteen (15) days after delivery of such written notice (Owner's Cure Period), Builder may exercise any remedy subject to the terms of this Contract.

- C. REMEDIES OF BUILDER - Upon the occurrence of any Owner Event of Default and the expiration of Owner's Cure Period, all amounts owed for Work completed will, at the option of the Builder, become immediately due and payable without prejudice to any other remedy of the Builder and Builder may (but shall not be obligated to) discontinue performance of this Contract and (i) terminate this Contract and retain all money previously paid by Owner to Builder as liquidated damages thereby releasing both parties from this Contract; or (ii) terminate and seek recovery of any and all damages suffered by Builder, including, but not limited to, payment for all materials, labor, profit, overhead and fees with respect to this Contract. The remedy of specific performance is hereby waived by Builder and shall not be available in any action concerning this Contract. If Owner refuses to accept the completed Improvements and/or pay the Total Contract Price to Builder as specified in this Contract, Builder not being in default, Builder will be entitled to pursue all remedies provided by Texas law, save and except specific performance.

- D. DELINQUENT PAYMENT - Should the Owner fail to make payment to the Builder of any portion of the Total Contract Price when payment is due, then the Owner shall pay to the Builder, in addition to the sum shown as due, interest at the maximum rate allowed by applicable federal and state law, which interest shall accrue as of the date payment was first due and shall continue to accrue until the date of payment.

16. OWNER(S)' AND BUILDER'S JOINT AGREEMENTS:

- A. MECHANIC'S LIEN - Owner grants to Builder a mechanic's lien to secure performance of the obligations of Owner. If Owner is obtaining an interim construction loan, Builder shall assign to the interim construction lender a portion of Builder's mechanic's lien equal to the amount of the interim construction loan advanced to or for the benefit of the Owner and paid to Builder, and to subordinate any remaining amount of Builder's lien to the interim construction loan. In the event that the Improvements to be erected fail for any reason to be completed, or fail to be completed according to this Contract, or all of the labor and material used in erection thereof fail to be provided by Builder, then Builder and the holder of the indebtedness under the builder's and mechanic's lien shall have a valid and subsisting lien for the Total Contract Price, less such amount as would be reasonably necessary to complete the Improvements according to the Construction Documents. In the event of any conflicts between this Contract and the builder's and mechanic's lien contract, the terms of this Contract shall control. In no event do any bank or lending documents or instruments, including mechanic lien forms or assignments negate or waive Builder's mechanic's lien created herein.

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B. INSULATION - As required by Federal Trade Commission regulations, the information relating to the insulation installed or to be installed in the Improvements at the Property is: (check only one box below)

1) as shown in the Specifications.

2) as follows:

- a) Exterior walls of improved living areas: insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.
- b) Walls in other areas of the home: insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.
- c) Ceilings on improved living areas: insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.
- d) Floors of improved living areas not applied to a slab foundation insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.
- e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches that yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of this insulation.

C. DOCUMENT RELIANCE - Owner is advised that the Builder may have contracted with one or more independent professional architects, engineers, surveyors, designers, or other professional third parties (Builder's Professionals) to perform services and/or prepare certain documents or reports for completion of the Construction Documents and/or use in constructing the Improvements. Owner, at Owner's cost and option, may also elect to obtain site specific soil and sub-soil tests (Geotechnical Report), flood plain maps and any other data or documents that may impact the performance of the completed Improvements from experts knowledgeable of such matters and hired by Owner (Owner's Professionals). If Owner elects not to obtain a Geotechnical Report for use in the design of the foundation system by a professional engineer, Owner hereby releases Builder from any and all foundation movement or foundation failure based claims under this Contract or any applicable warranty. If Owner does not supply the referenced Geotechnical Report for use in the design of the foundation system, it is presumed that the Owner elected not to have one performed. If Owner elects to obtain such data and/or documents, Owner shall direct Owner's Professionals to furnish all such data and/or documents to Builder prior to the design of the foundation and the completion of the Construction Documents. In constructing the Improvements, Builder will rely on documents provided by Builder's Professionals and Owner's Professionals as being complete, adequate, and correct in all respects. Builder shall promptly notify Owner of any errors, conflicts, or inconsistencies discovered with respect to the Owner supplied data or Construction Documents. BUILDER DOES NOT WARRANT OR GUARANTEE AND WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, DOCUMENTS, DATA, PLANS, SPECIFICATIONS, DESIGNS, OR CONSTRUCTION DOCUMENTS THAT HAVE BEEN PREPARED BY OWNER, OWNER'S PROFESSIONALS OR ANY OTHER THIRD PARTY. Builder's reasonable reliance on the data and Construction Documents compiled and/or provided by Owner's Professionals shall relieve Builder from all responsibility for or liability to the Owner for damages to the structural components of the Improvements caused by rasing, shifting, heaving or settling of the soil or any other damage to the Improvements, provided Builder constructs the Improvements in substantial compliance with the Construction Documents. Any supplements to the Construction Documents prepared by Builder shall be the property of Builder and shall not be used by Owner except for construction provided by Builder. Owner acknowledges that changes may occur in the Work and agrees that so long as the construction of the Improvements is substantially in compliance with the Construction Documents, such deviations will be accepted. This provision is not intended to waive any rights, remedies or otherwise of the parties hereto provided by Chapter 59, Tex. Bus. & Comm. Code.

D. WORK PERFORMED AND MATERIALS PROVIDED DIRECTLY BY OWNER - Upon receipt of Builder's written approval, in the event Owner contracts with other parties to perform work or provide or install materials that are not a part of the Work performable by Builder hereunder, Owner shall keep such other parties from interfering with the

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progress of the Work. To the extent reasonably practicable, Builder shall cooperate with such other parties, but will not be responsible for coordinating that work or for the quality of their work. Owner agrees that any ACTS OF, OMISSIONS BY, OR LOSSES, DAMAGES OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY, THROUGH OR UNDER OWNER SHALL BE THE SOLE RESPONSIBILITY OF OWNER, NOT THE BUILDER. FURTHERMORE, OWNER AGREES THAT BUILDER WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER. Owner shall fully and promptly pay all sums charged by third parties hired by Owner and indemnify and hold Builder harmless from all such charges and any related liens. If after execution of this Contract and only on Builder's written consent, Owner supplies Owner's own materials and/or labor, the Total Contract Price will not be amended unless agreed to in writing by both Owner and Builder.

- E. CONFIDENTIALITY OF INFORMATION – Owner acknowledges that Owner may receive a list of subcontractors and materialmen utilized by Builder to construct the Improvements. Owner acknowledges that Builder regards that information as confidential, proprietary, and trade secret information of Builder's business. Owner agrees that Owner shall not disclose such information to any party except as required by this Contract. Prior to Substantial Completion and payment to Builder of the Total Contract Price, Owner agrees that Owner will not contract any of Builder's subcontractors for labor or materials to be incorporated into the Improvements except with the express, prior written consent of Builder. If Owner does so, Builder shall be entitled to its estimated gross profit on any such services rendered. Owner further acknowledges that Builder shall have the right to seek injunctive relief and damages should Owner violate this paragraph. Owner agrees that a temporary restraining order and injunction may be granted by a court with jurisdiction to prevent violation of this paragraph by Owner.
- F. OTHER PARTIES BOUND - Owner and Builder each bind themselves, their respective heirs, executors, administrators, partners, successors, assigns, and legal representatives in all matters related to this Contract.
- G. NO ASSIGNMENT - Neither party has the right to assign this Contract without the written consent of the other, which consent shall not be unreasonably withheld.
- H. TIME OF THE ESSENCE - Time is of the essence in this Contract.
- I. REAL ESTATE BROKERS' FEES - Builder and Owner acknowledge to each other that, unless specified in the Real Estate Broker's Fee Addendum, there has been no contract with any real estate broker or other party in connection with this Contract, to whom any brokerage, finders, or other fees may be due and payable. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting by reasons of breach of this representation and warranty.
- J. PERMISSION FOR INTERNET/SOCIAL MEDIA PUBLICATION – Owner grants Builder permission to take pictures and video of the Property and Improvements for the purpose of promoting Builder's work on its website, the internet, social media, contests, or literature. Owner hereby waives any claim for compensation of any kind related to this permission and publication, and Owner further waives any related claims, including, but not limited to, a violation of Owner's privacy or any other personal or property rights.
- K. DISPUTE PUBLICATION WAIVER – Owner and Builder agree that neither party shall utilize any form of social media, the internet, the world wide web, or print, traditional, or digital media of any kind, or any other form of information distribution to insult, disparage, or speak negatively of the other party as it may concern the alleged condition of the Improvements or any claimed defect, deficiency, or condition of the Improvements, or of any dispute with Builder, including but not limited to any mediation, settlement, lawsuit and/or arbitration. Any violation of this provision is a material breach of this Contract and subject to Builder's right to obtain a restraining order or similar relief and associated attorney's fees and expenses.
- L. PRIVACY AND TECHNOLOGY – Owner may elect for the installation of, or the Improvements may have, various technologies installed that in some form document, photograph, record, or otherwise capture data, images, video, or voice, of the Owner, occupants, or invitees. All such information may be transmitted, sold or used without Owner's

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- knowledge or consent. As a result, Owner waives any claims against Builder regarding these various incorporated technologies and all claims of how any data captured by said technologies is published, distributed, sold, used, or misused.
- M. **RELEASE OF AND INDEMNIFICATION FOR LOSSES SUSTAINED DURING CONSTRUCTION** – Because of potential safety and health hazards present during construction of the Improvements, as well as the practical limitations on the Builder's ability to control the activities of all persons involved in the construction process and thereby limit the risk of personal injury that may arise from construction activities, the parties agree as follows:
- 1) **Personal Safety:** To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Property or into the Improvements to a minimum. When Owner chooses to enter the Property (except at the request of Builder), and irrespective of Builder's presence on the Property at such time, OWNER AGREES TO AND DOES HEREBY RELEASE, INDEMNIFY AND HOLD BUILDER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROPERTY AND/OR THE IMPROVEMENTS. THIS RELEASE AND INDEMNITY IS GIVEN TO BUILDER REGARDLESS OF WHETHER THE BUILDER OR ITS AGENTS OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF BUILDER OR ATTRIBUTABLE TO BUILDER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.
 - 2) **Risks to Vegetation:** Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Property, and Owner understands that Builder cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release the Builder from any claims for damages to or loss of trees or vegetation resulting from construction activities.
 - 3) **Changes in Water Table:** Owner also acknowledges that the water table underneath the Property fluctuates naturally which may cause differing site conditions from year-to-year even after Substantial Completion due to no fault of Builder. Owner acknowledges this risk and hereby releases the Builder from any claims for damages to the Improvements or Property relating to, in whole or part, to changes in the water table.
- N. **TERMINATION/STIPULATED DAMAGES PRIOR TO SUBSTANTIAL COMPLETION** – Regardless of any allegation or actual default or breach of this Contract by any party, in the event a bona fide dispute, material misunderstanding or for the convenience of Builder upon determination within Builder's discretion that the subject matter of this Contract has become untenable (collectively, Dispute) between Builder and Owner prior to payment of the Total Contract Price and if such Dispute cannot be resolved to the mutual satisfaction of Builder and Owner, Builder at its sole election, may either submit the Dispute to mediation as provided in this Contract or may terminate this Contract by written notice to Owner. In the event of termination of this Contract by the Builder pursuant to this paragraph, Builder shall elect to pay Owner one of the following, as stipulated damages: (1) _____ % of the Initial Cash Payment as defined herein, or (2) \$ _____, or if neither of the preceding blanks are completed, then \$500.00. The parties agree that the stipulated damages are a reasonable and foreseeable estimate of the damages that might be experienced by the Owner incident to the cancellation of this Contract (it being difficult if not impossible to ascertain those damages) provided that Owner shall be obligated to pay or reimburse Builder for all materials purchased, all Work performed up through the date of termination and an amount representing Builder's profit or fee that shall be proportionate to the amount of Work performed. Upon such termination of this Contract by Builder and tender of the stipulated liquidated damages, no cause of action against Builder shall accrue to the Owner and Owner shall execute a written release of this Contract and deliver it to the Builder; however, failure of Owner to deposit the stipulated damages or to execute a written release, does not in any way affect the applicability of this provision.

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- O. ALTERNATIVE DISPUTE RESOLUTION - It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures.

Mediation-Binding Arbitration: The parties agree that any dispute or claim arising under, or relating to, this Contract, any amendments thereto, the Property, Improvements, or any dealings between the Owner and Builder or their representatives, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. Any cost or fee associated with filing a claim for arbitration is to be paid by the party filing same. The Parties agree to split the mediation fee and the arbitrator's fees with all participating parties. The arbitrator has no authority to apportion to the prevailing party any portion of costs and fees. The mediation and, if necessary, the arbitration shall be conducted pursuant to the procedures set forth in any applicable Third-Party Warranty documents. If there is any conflict between this Contract and the Third-Party Warranty on these procedures, the provisions of this Contract shall control as to the Builder and Owner dispute or claims. Furthermore, if the mediator and/or arbitrator designated in any applicable warranty documents cannot conduct the mediation or arbitration for any reason, or if no mediator and/or arbitrator is designated, the parties agree to work together in good faith to select a mediator. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation and arbitration shall be conducted by DeMars & Associates (DeMars) or the American Arbitration Association (AAA), in accordance with the applicable rules and procedures provided by such service providers; however, if there is any conflict between this Contract and such rules or procedures, the provisions of this Contract shall control. The choice of AAA or DeMars shall be the choice of the party that first files for mediation and/or arbitration respectively, and one service may be used for mediation and another for arbitration. In the event that the dispute or claim involves only construction defect claims under the Residential Construction Liability Act and no other dispute, claim or cause of action is asserted and if an in-person, evidentiary hearing is not necessary then, at Builder's election, Builder may submit or transfer all of the disputes and claims to Construction Dispute Resolution Services (CDRS). If for any reason the AAA, DeMars and CDRS is unable or unwilling to conduct the mediation or the binding arbitration, or both, either party may petition a court of general jurisdiction in the subject county to appoint a mediator or arbitrator, or both, but only after a good faith effort to agree to an alternative mediator, arbitrator or service provider. It is agreed that the filing of a petition requesting appointment of a mediator or arbitrator, or for a court to resolve a dispute under this provision, shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties the following material terms shall apply:

- a) The arbitrator shall have no authority to award any remedy or damage not provided by this Contract, Federal law or State law;
- b) All applicable claims, causes of action, remedies, and defenses as available in court shall apply, including temporary and permanent restraining orders;
- c) The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d) Subject to relevance and discovery reasonably calculated to lead to the discovery of admissible evidence, proper objections, confidentiality and other privileges, the parties shall voluntarily produce documents related to the claims and disputes, and the parties shall be entitled to conduct reasonable and necessary discovery as limited by the arbitrator but in no event shall any party be entitled to more than 6 hours of total deposition time, 10 requests for production and disclosures under Tex. Rule of Civ. Pro. 194; no interrogatories shall be allowed;
- e) The arbitrator shall render a written award and, if requested by any party at any time, a reasoned award, even if after the written award is issued;

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- f) No party shall be required to pay any unreasonable costs, expenses, or arbitrator's fees;
- g) Judgment upon any such award may be entered in any court having jurisdiction, subject to the terms and conditions herein and the Federal Arbitration Act;
- h) If the proceeding pertains to a construction defect, as that term is defined in Chapter 27 of the Texas Property Code (§27.001(4)), then the arbitration shall be conducted in the same county as the Property, absent agreement of the parties or the arbitrator's determination that such location is inconvenient;
- i) Any arbitration shall be private and confidential, and no publication or disclosure of such arbitration or facts surrounding same shall be made to any third-party, except for necessary testimonial witnesses, experts and counsel. The final award of the arbitrator shall not be payable until 60 days after such award, and such award shall not be sought to be confirmed in any court until 90 days after such award, with or without objection by any party and regardless of the terms and conditions of the award. If the award requires repairs of construction defects, such repairs are not required to be commenced until 90 days after the award is confirmed but shall be completed within 120 days after the award is finally confirmed.

Owner and Builder agree that notwithstanding anything to the contrary, the rights and obligations set forth in this mediation-arbitration agreement shall survive (1) the termination of this Contract by either party; (2) the default or breach of this Contract by either party; and/or (3) Substantial Completion and payment in full of the Total Contract Price. The waiver or invalidity of any portion of this mediation-arbitration agreement shall not affect the validity or enforceability of the remaining portions of this mediation-arbitration agreement and/or the Contract. Owner and Builder further agree (1) that any dispute involving Builder's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Builder shall have the option to include its subcontractors, suppliers, and vendors as parties in the alternative dispute resolution procedures set forth in this Contract.

This Contract requires mandatory mediation and arbitration of all claims and disputes; if any party commences litigation in violation of this Contract, that party shall reimburse the other parties for all costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of mediation and/or arbitration.

Owner and Builder expressly agree that this Contract is being entered into for the benefit of any third-party and/or subsequent owner that owns, inhabits or resides in the Improvements, Property or dwelling and is therefore subject to this requirement to arbitrate any and all claims concerning this Contract, the Property, Improvements or dwelling.

Owner further agrees that if Owner sells the Property and Improvements, Owner agrees to inform the subsequent purchaser(s) of this requirement to arbitrate in accordance with this Contract and, as part of any sales agreement, agrees to require the subsequent purchaser(s) to arbitrate any and all claims that may arise between Owner, Builder or subsequent purchaser(s) relating to or arising under, in whole or in part, to this Contract, the Property or Improvements.

- P. **WAIVER OF TRIAL BY JURY:** If it is determined that the arbitration provisions of the alternative dispute resolution agreement are not enforceable, the parties agree that any disputes between them shall be resolved by a court of competent jurisdiction in the county where the Property is located without the use of a jury. The right to a trial by jury is hereby expressly waived by Owner and Builder. The Parties also agree that the rights and obligations set forth in this paragraph shall survive termination of this Contract by either party, default of this Contract by either party, or Substantial Completion and full payment of the Total Contract Price.
- Q. **MUTUAL LIMITATION OF CLAIMS AND REMEDIES** – The parties desire pragmatic and logical limitations on claims and remedies to ensure effective and realistic dispute resolution. Accordingly,
 - 1) **Limitation of Claims:** Under no circumstances shall either Owner or Builder be liable for any special, indirect, or consequential damages, including claims of mental anguish, except as otherwise specifically set forth in this

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The Owner's Property) Concerning _____

(Address of Property)

Contract. Any action or claim, regardless of form, that arises from or relates to this Contract, the Work and/or the Improvements is barred unless it is brought by Owner not later than two (2) years and one (1) day from the date the cause of action accrues.

- 2) Waiver of Subrogation: The parties agree that after Substantial Completion, Owner shall secure and maintain insurance covering risk of loss and damage to the Improvements. The parties further mutually agree that with respect to any loss or damage that may occur to the Property, Improvements, personal property, persons, third-parties, or any other loss by reason of fire, the elements, or any other cause that could be or is insured against under the terms of standard fire and extended coverage insurance policies, or any other insurance, regardless of the cause or origin, including negligence of the Parties, their agents, officers, or employees, the party carrying such insurance and suffering said loss, hereby releases the other from any and all claims with respect to such loss. The parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other party or other party's insurance carrier on account of any such loss as all rights of subrogation are hereby waived and disclaimed. Each party agrees that it will request its insurance carrier(s) to include in its policies such a clause or endorsement, but the failure to request or include such does not affect the applicability or effectiveness of this paragraph. If any such carrier refuses or fails to include such a clause or endorsement, the terms and conditions herein are in no way affected. The agreements in this paragraph shall survive Substantial Completion and payment in full of the Total Contract Price. Nothing contained in this paragraph shall be deemed to modify or otherwise affect releases of either party from liability for claims elsewhere herein contained. To the extent that Owner's carrier in carrier's name or in Owner's name makes any claim or asserts a cause of action against Builder for subrogation, Owner agrees to defend, indemnify and hold Builder harmless, including attorney's fees, from any such claim or cause of action, including but not limited to negligence of Builder or Builder's subcontractors.
- R. WARRANTY REQUEST- Owner and Builder agree that a request for warranty performance shall not be construed as a notice of construction defect under the Texas Residential Construction Liability Act (RCLA), and that any notice under RCLA shall be separately sent to Builder in the manner required by RCLA. Subsequent, new or differing allegations of construction defect shall be subject to the requirements of the RCLA, including but not limited to the notice requirements therein. All documents producible pursuant to the RCLA shall be made immediately available to Builder. All notices under the RCLA shall be sent by certified mail, return receipt requested. Warranty claims, Punch List Items or other notices through Builder's normal warranty procedures are not to be considered as compliance with the RCLA.
- S. ATTORNEY'S FEES - If Builder or Owner is the prevailing party in any legal proceeding or arbitration, brought in connection with or relating to this Contract or the Improvements in any way, then, in addition to any other relief sought, such party shall be entitled to recover its attorney's fees, court/arbitration costs, and any other litigation expenses from the non-prevailing party. The "prevailing party" shall be deemed to be the party whose last written offer to settle the dispute (or the fair market value of the offer), before the initiation of the proceeding/arbitration or pursuant to Chapter 27 of the Texas Property Code, whichever occurs later, most closely approximates the final award (excluding any award for attorney's fees, costs, and prejudgment interest which accrue after the offer is made). If the claimant makes no written demand or offer, its last offer shall be the amount claimed in the arbitration. If the defending party makes no written offer, its last offer shall either be zero or, if applicable, the amount of its counterclaim. "Initiation of the proceeding/arbitration" shall mean the date on which the parties agree in writing to the selection of an Arbitrator or the date on which a Court of competent jurisdiction or arbitration service selects an arbitrator, orders the parties to arbitration, or denies a request to arbitrate.
- T. ESCALATION OF CERTAIN PRODUCTS AND MATERIALS – Building products and materials utilized in construction can be subject to price variation based on local, regional, and national supply, supply chain and demand issues, or catastrophic events, including but not limited to pandemics, hurricanes, tornadoes, floods, earthquakes, terrorism, wars, etc. Categories of products and materials most commonly affected by these variations in pricing are sheet

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goods such as drywall, insulated wiring, piping, soffit trim, lumber, plywood, OSB, structural members, 2x material, insulation, concrete, steel products, appliances, manufactured products and equipment, and petroleum-based roofing or other materials; this is not an exclusive list of such categories of products and materials that are subject to this provision. In the event that there is one or more price increases in these construction products and materials, whether one or more categories individually or collectively, of more than 10% from the (1) estimated or budget pricing, (2) average of similar materials or products purchased by Builder, and/or (3) general geographic region where the Property is located, starting from and including the preceding 60-day period from the execution of this Contract, the entirety of the increase in actual pricing paid or to be paid will be paid by Owner, resulting in an increase in the Total Contract Price. Builder will not be responsible for payment of any increase in product or material costs as contemplated herein; in other words, Owner will be responsible for any and all amounts, including but not limited to the increased amounts. Owner shall execute a Change Order or other instrument evidencing these increases, and failure to execute such Change Order or other instrument shall be a default and breach by Owner, and Builder may exercise any and all rights or remedies as contemplated in this Contract.

17. AGREEMENT OF PARTIES: This Contract, the Construction Documents, and any Change Orders, constitutes the entire agreement between the Parties. No oral or written statements made at or prior to the execution of this Contract shall be binding upon Owner or Builder. The Parties further understand and agree that the failure to enforce any provision, term, or right in this Contract in a specific instance does not waive a Party's right to do so in any future instance. Owner and Builder wish to avoid any misunderstanding concerning this Contract, Property or Improvements and Builder does not desire Owner to rely on any oral representations concerning the Contract, Property or Improvements. Therefore, Owner must write in the spaces provided below ANY understandings, representations, warranties, guaranties, or promises that are not set out in the Contract but that have been made by Builder upon which Owner is relying when signing this Contract. In addition to listing those representations, Owner must strike through "NONE." Alternatively, if this Contract represents the entire understanding between the parties, leave "NONE" as shown:

NONE

Owner's failure to write anything in the space above shall be conclusively deemed Owner's affirmation that "NONE" is applicable thereto. To induce Builder to accept the Contract, and as material consideration to Builder, Owner hereby acknowledges that: (i) there are no understandings, representations, warranties, guarantees, or promises of any kind that have been made to induce Owner to execute the Contract or to acquire the Property or Improvements except as specifically set forth in the Contract, and the Contract supersedes any and all prior understandings and agreements between the parties; (ii) all advertising materials are superseded by the Contract; (iii) the Contract sets forth in full the entire agreement between the parties; (iv) Owner has not relied on any oral agreement, statement, or representation that is not expressly set forth in the Contract; and (v) no person on behalf of Owner is authorized to make any future oral agreement upon which Owner may rely to cancel, change, or modify any portion of the Contract.

18. Exhibits and addenda that are not already incorporated by reference herein as a part of this Contract are: (check all that apply)

- Legal Description (TAB A-1)
- Schedule of Estimated Construction Costs (TAB A-2)
- Draw Request Form (TAB A-3)
- Notice Regarding Expansive Soils (TAB A-4)
- Final Customer Walk-Thru Approval and Punch List (TAB A-5)

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- Selection / Allowance Schedule (TAB A-6)
- Change Order (TAB A-7)
- Real Estate Broker's Fee Addendum (TAB A-8)
- Disclosure Statement (TAB A-9)
- Waiver of the List of Subcontractors & Suppliers (TAB A-10)
- Assignment of Manufactured Product Warranties (TAB A-11)
- Special Provisions Addendum (TAB A-12)
- Green Building Disclosure (TAB A-13)
- Express Limited Home Warranty (TAB A-14)
- Homeowner Maintenance Requirements (TAB A-15)
- Notice Regarding Heating and Cooling Equipment (TAB A-16)
- Third-Party Warranty Specimen
- Payment Schedule, Scope of work, and Required Contract Provisions

OWNER REPRESENTS THAT OWNER HAS READ AND UNDERSTANDS THIS CONTRACT, INCLUDING THE AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION. OWNER AGREES THAT NO VERBAL STATEMENT, PROMISE, OR CONDITION NOT SPECIFICALLY LISTED IN THIS CONTRACT IS BEING RELIED UPON BY OWNER. OWNER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY BUILDER, ITS EMPLOYEES, OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, OR AGENTS EXCEPT THOSE CONTAINED HEREIN. THIS CONTRACT CANNOT BE MODIFIED OR AMENDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY THE PARTIES. IF ANY COURT OR ARBITRATOR DECLARES ANY PROVISION OF THIS CONTRACT TO BE VOID OR UNENFORCEABLE, THEN ONLY THAT PROVISION SHALL BE UNENFORCEABLE, WITH THE REMAINDER OF THE CONTRACT REMAINING VALID AND ENFORCEABLE. OWNER ACKNOWLEDGES THAT BUILDER IS RELYING ON THESE REPRESENTATIONS AND WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THIS UNDERSTANDING.

19. CONSULT YOUR ATTORNEY: Builders/Real Estate Licensees cannot give legal advice. This is a legally binding Contract so read it carefully. If you do not understand the effect of this Contract, consult your attorney before signing it.

Owner's Attorney: _____

Builder's Attorney: _____

20. NOTICES: To the extent not otherwise required by law, notices must be in writing and must be delivered by personal delivery or by certified mail, return receipt requested to the location for each party designated below.

Owner: _____

Builder: _____

Either party may change the location for notice upon written notice, delivered as described above.

NOTICE OF WATER LEVEL FLUCTUATIONS: This section applies only to the sale of residential real property adjoining an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level. The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: 1) an entity lawfully exercising its right to use the water stored in the impoundment; or 2) drought or flood conditions.

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EROSION DISCLOSURE. If the Property is located within approximately 500 feet of a river, an authorized impoundment of water, and/or other natural or manmade topography, the Property is subject to potential erosion caused by a river or impoundment of water that may: (1) damage the Property and/or Improvements; or (2) affect an area of the Property that is available for development for its intended use.

FLOOD DISCLOSURE and HIGH RISK AREAS: Please be advised that the subject property in this Contract may have experienced previous flooding due to a breach of a reservoir or a controlled release from such or a previous water penetration due to a natural flood event. Your property and the future Improvements may be located in a floodway, flood pool, reservoir, a 100- year floodplain or a 500- year floodplain, or some combination of all. Please be advised that homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Owner hereby accepts the sole responsibility for determining whether or not the subject property of this contract is in any such flood area as well as the suitability for construction of the Improvements and hereby waives any and all such claims against Builder. Owner may choose to consult the FEMA Flood Map Service Center at <https://msc.fema.gov/portal/home> as part of its due diligence performance.

NOTICE OF MILITARY INSTALLATION: The subject property and the Improvements may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county or municipality in which the military installation is located.

ADJOINING LAND USE: Builder makes no representation, warranty or guarantee as to the adjoining use of land, property, streets, future construction, zoning, property lines or otherwise of any surrounding property, adjoining property or property near the property the subject of this Contract, regardless of ownership or control, and all such claims are waived and disclaimed regardless of any claim of fraud or fraudulent inducement, and the parties are relying on each parties own investigation and due diligence.

CITY / GOVERNMENT / THIRD-PARTY OWNED LAND: Any and all property owned by a branch of government or third-party that may or is intended to be used in a particular manner, including but not limited to public access, parks, recreation facilities, common elements, homeowner's association improvements or land, right of ways, ingress, egress or otherwise may not continue to be used in such a manner in the future, and the parties hereto waive and disclaim any and all reliance on any information, documentation or otherwise that such current or future use will continue.

21. RESIDENTIAL CONSTRUCTION CONTRACT DISCLOSURE STATEMENT: This Contract is a residential construction contract as defined in Section 53.001 of the Texas Property Code. Owner acknowledges delivery and receipt of the disclosure statement required for residential construction contracts in accordance with Section 53.255 of the Texas Property Code. A copy of this disclosure statement is attached to this Contract as an addendum.

22. EXECUTION BY BUILDER: This Contract shall not be binding upon Builder until accepted and executed by one of its duly authorized officers. No other employee or agent is authorized to enter into any contract for construction of the Improvements on behalf of Builder.

Initials: Owner(s) JP Builder SK

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

23. SIGNATURES OF PARTIES:

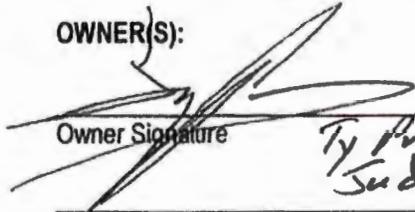
IMPORTANT NOTICE: You and your Contractor are responsible for meeting the terms and conditions of this Contract. If you sign this Contract and you fail to meet the terms and conditions of this Contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

The Contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

EXECUTED ON August 14, 2023

OWNER(S):

Owner Signature


Ty Prouse, County
Judge

Owner Signature

Address: 400 Spring St, Am 107
Columbus, TX 78934

Email: ty.prouse@cc.colorado.tx.us

BUILDER: Southern Prairie Construction, LLC

By:

Printed Name: Scott Krpec

Title: Owner

Address: 7915 HWY 71

Garwood, TX 77442

Email: southernprairie@outlook.com

Initials: Owner(s) TP

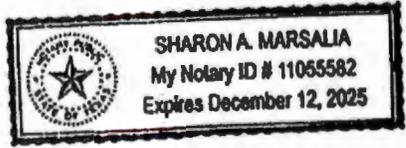
Builder SK

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____ (Address of Property)

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

This instrument was acknowledged before me on the 14 day of August, 2023 by
Ty Prause, County Judge _____ (Owner).



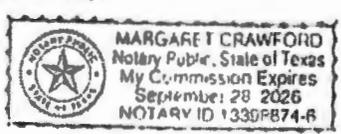
Sharon A. Marsalia
Notary Public, State of Texas

My Commission Expires: 12/12/2025

Sharon A. Marsalia
Notary's Printed/Typed Name

THE STATE OF TEXAS §
 §
COUNTY OF Colorado §

This instrument was acknowledged before me on the 24th day of August, 2023 by
Scott Krpel [Builder representative name], owner
[Builder representative title] of Southern prairie construction
[Builder], on behalf of said entity.



Margaret Crawford
Notary Public, State of Texas

My Commission Expires: 9/28/2026

Margaret Crawford
Notary's Printed/Typed Name

This Contract and its printed addenda are promulgated by the Texas Association of Builders (TAB) for the voluntary use of its members. TAB makes no representation or warranty that any party using this form is a member of TAB.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY, ADEQUACY, SUFFICIENCY OR TAX CONSEQUENCES OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

IT IS THE USER'S RESPONSIBILITY TO OBTAIN AND USE THE MOST RECENT VERSION OF THIS DOCUMENT. ANY CHANGES SHOULD BE MADE ONLY AFTER CONSULTATION WITH LEGAL COUNSEL.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023

Construction Contract Fixed Price (For Use With Custom Construction Jobs On
The Owner's Property) Concerning _____

(Address of Property)

ASSIGNMENT

Builder hereby gives this limited assignment to Builder's right to receive payment under the foregoing Contract, together with the liens above created, to Owner's lender, _____ (Assignee), provided this assignment shall be effective only with respect to the amount of Total Contract Price actually paid to Builder under the foregoing Contract, with Builder retaining its right to receive payment of any portion of the Total Contract Price not then paid to Builder and further retaining the lien securing same, which retained lien shall be subordinate to the portion of the lien assigned to Assignee. This Assignment is made without recourse, representation or warranty.

Builder: Southern Prairie Construction

By: [Signature]
Printed Name: Scott Krpel

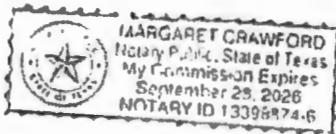
Title: Owner

THE STATE OF TEXAS

COUNTY OF Colorado

§
§
§

This instrument was acknowledged before me on the 24 day of August, 2023 by Scott Krpel [Builder representative name], owner [Builder representative title] of Southern Prairie Construction, on behalf of said entity.



My Commission Expires: 9/28/2026

[Signature]
Notary Public, State of Texas
Margaret Crawford
Notary's Printed/Typed Name

Initials: Owner(s) TP Builder SK

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

August 14, 2023



Progress Payment Schedule	Amount
Soil Testing/Engineering/porta-can	\$ 3,900.00
Foundation Completion/1/2 profit/1/2 overhead	\$ 89,000.00
Metal Building Delivery/dumpster	\$ 59,650.00
Metal Building Complete Erection	\$ 26,600.00
Electrical rough-trim/job completion	\$ 42,300.00
Total Estimated Cost Payments	\$ 221,450.00

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

August 14, 2023



Southern Prairie Construction
7915 Hwy 71
Garwood, TX 77442
(979) 758-2563
southernprairie@outlook.com

March 14, 2023

Colorado County EMS Maintenance
Attn: Michael Furrh
305 Radio Ln. #101
Columbus, TX 78934

RE: Proposal for the new EMS Vehicle Maintenance Building

Description: 40x60 foot building with two (2) 14 x 60 foot lean to on either side

Scope of Work:

1. Soil sample
2. Engineered slab design
3. Foundation per engineer slab design
 - a. Concrete for building and awnings
4. Plumbing grounds installed according to plans
5. Rough in electrical for all aspects of the completed building
 - a. 6-LED high bay lights
 - b. 400-amp breaker box
 - c. Underground electrical to electric meter up to 100 feet
6. Three (3) walk in metal doors size: 36 x 80
7. Two (2) windows size 3 x 3
8. One (1) roll up door size 14 x 14
9. One (1) roll up door size 12 x 14
10. 3 ½' by 15' concrete incased oil changing pit 5 ½' to 6' deep with metal stairs.
 - a. Sump pump to be prepped and installed
11. Gutters and downspouts
12. Dumpster and porta-can included
13. Site work is excluded in this proposal

Total Estimated Cost: \$221,450.00

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

August 14, 2023

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

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

August 14, 2023

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
<p>_____</p> <p>Name of Officer</p>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
<p>_____</p> <p>Signature of vendor doing business with the governmental entity</p>		<p>_____</p> <p>Date</p>

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

August 14, 2023

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

August 14, 2023

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 1-800-252-7031 or access the division's website at www.tdi.texas.gov/wc/indexwc.html to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

August 14, 2023

TO THE EMPLOYER/CONTRACTOR:

Pursuant to Workers' Compensation Rule 110.110 (d)(7), a contractor engaged in a building or construction project for a government entity is required to post a notice on each project site informing all persons providing services on the project that they are required to be covered by workers' compensation insurance. The notice required by this does not satisfy other posting requirements imposed by the Texas Workers' Compensation Act or other Workers' Compensation Rules. This notice must:

- (1) be posted in English, Spanish and any other language common to the employer's employee population;
- (2) be displayed on each project site;
- (3) state how a person may verify current coverage and report failure to provide coverage;
- (4) be printed with a title in at least 30-point bold type and text in at least 19-point normal type; and
- (5) contain the exact words as prescribed in Rule 110.110 (d)(7).

The notice on the reverse side meets the above requirements. Failure to post the notice as required by this rule is a violation of the Act and Workers' Compensation Rules. The violator may be subject to administrative penalties.

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

August 14, 2023

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code 2252.001 *et seq.*, as amended, Colorado County requests Residence Certification. 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of a governmental contract; pertinent provisions of 2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001

I certify that _____ is a Nonresident Bidder of
(Company Name)
Texas as defined in Government Code 2252.001 and our principal place of business is
located in _____.
(City and State)

Signature of Authorized Company Official

Printed Name of Authorized Company Official

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

August 14, 2023

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement .	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records , supporting documents, statistical records , and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	2 CFR 200.333

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	<p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	DHS Standard Terms and Conditions

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

August 14, 2023

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	<p>hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

August 14, 2023

	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

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THRESHOLD	PROVISION	CITATION
>\$10,000,000 for ARP Funds	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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

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	grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	<p>42 U.S.C. 6201</p>

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

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- _11. Application for Limited Land Division submitted by Serafin Flores to subdivide 20.40 acres out of a 24.48 acre tract of land out of the Henry Terrell Survey, Abstract No. 556, Allen E. Moon Survey, Abstract No. 896, and Joseph Garwood Survey, Abstract No. 221, Precinct No. 1. (Wessels)

Motion by Commissioner Wessels to approve an application for Limited Land Division submitted by Serafin Flores to subdivide 20.40 acres out of a 24.48 acre tract of land out of the Henry Terrell Survey, Abstract No. 556, Allen E. Moon Survey, Abstract No. 896, and Joseph Garwood Survey, Abstract No. 221, Precinct No. 1 with the address corrected to 1911 County Road 105, Columbus; 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

August 14, 2023

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2023 AUG -8 AM 11:37

KIMBERLY MENKE *jm*
COUNTY CLERK

Name of person(s) dividing property: SERAFIN FLORES

Address: 1911 COUNTY ROAD 1511 Columbus TX 78934

Work phone: 832-329-0053 Home phone: _____

Precinct where property located: 1 Pct. Commissioner: DOUG WESSELS

Size of Original Tract before division: 24.48 acres

Size of Remainder Tract after division: 4.08 acres

Size of each new lot: 1. 4.09 acres 2. 8.15 acres

3. 4.08 acres 4. 4.08 acres

Surveyor's Name: MATTHEW LOESSIN

Surveyor's Address: 2205 WALNUT STREET, COLUMBUS, TEXAS 78934

Surveyor's work phone: 979-732-3114

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

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

I am the owner of 24.48 acres of land (size of original tract) out of the HENRY TERRELL, ALLEN E. MOON, JOSEPH GARWOOD Survey, Abstract # 556, 896, 221, Colorado County, Texas, which was conveyed to me by deed, dated MAY 26, 2023, and recorded in Volume 1036, Page 858, Colorado County Deed/Official Records.

I seek approval to subdivide 24.48 ^{20-4 SFR} acres of land (total size of all new lots) out of the Original Survey, in accordance with the attached plat, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients of the property shown herein, the use of the streets and/or easements shown.

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

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

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

MINUTES OF THE COLORADO COUNTY
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water system, or engineered rainwater collection system.

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

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

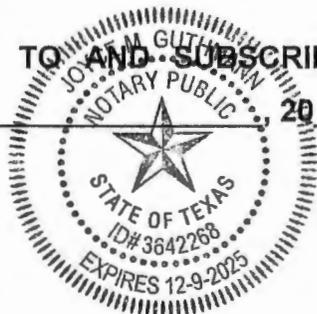
I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within 1/2 mile of a city of less than 5,000 people and within one mile of a city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

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

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

SEBASTIAN FLORES
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 14th day of August, 2023.



Joyce M. Guthrie
Notary Public, State of Texas

Applicant's Signature

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

Notary Public, State of Texas

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

August 14, 2023

CERTIFICATION BY SURVEYOR

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

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

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

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

- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____." OR

 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C0150D, dated FEBRUARY 4, 2011."

MATTHEW W. LOESSIN

SURVEYOR (print)



SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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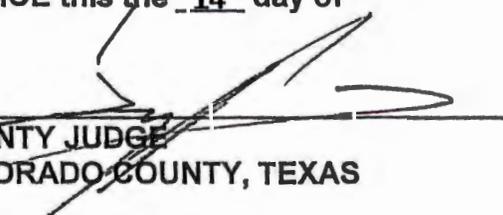
CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 14th day of August, A.D., 2023, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume --, Page --.

WITNESS MY HAND AND SEAL OF OFFICE this the 14 day of August, 2023.
CCM 08/14/2023




COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke
COUNTY CLERK
COLORADO COUNTY, TEXAS

By: Michelle Kollmann, Deputy
Deputy Clerk

CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 21st day of August, 2023, and duly recorded on the 22nd day of August, 2023, in the Official Records of Colorado County, Texas, in Volume 1043, Page 212.

Kimberly Menke
COUNTY CLERK, COLORADO COUNTY, TEXAS
By: J. Martinez
Deputy Clerk



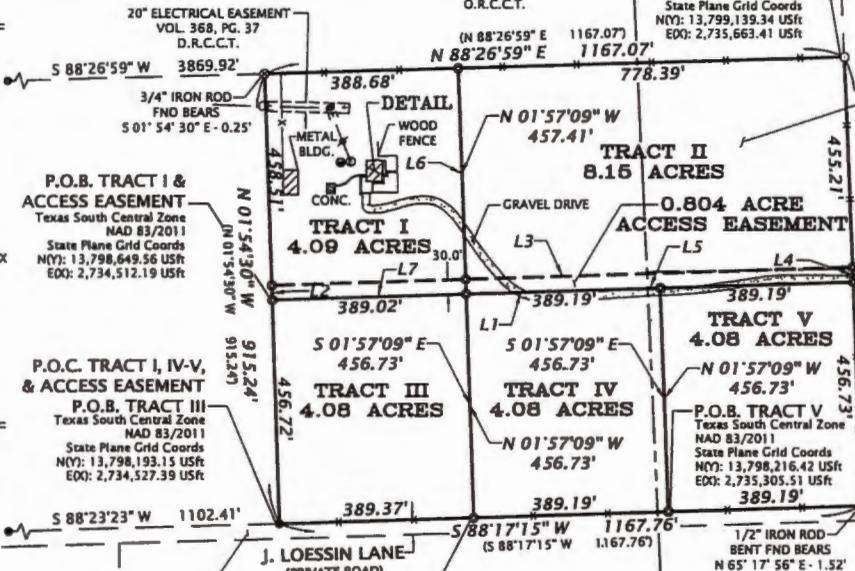
COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, A-556
ALLEN E. MOON SURVEY, A-896
JOSEPH GARWOOD SURVEY, A-221

HORIZONTAL DATUM: NAD83/2011 (EPOCH: 2010)
 VERTICAL DATUM: NAVD 88
 COMBINED SCALE FACTOR: 0.999874413323
 BEARING BASIS: TX. LAMBERT GRID SOUTH CENTRAL ZONE
 DISTANCES SHOWN ARE SURFACE VALUES

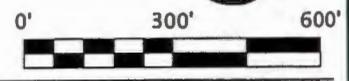
SURVEY NOTES

1. THE SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT.
2. PROPERTY IS SUBJECT TO THOSE EASEMENTS, RESTRICTIONS, ETC. THAT APPEAR OF RECORD OR UNRECORDED AND NOT SHOWN ON SURVEY.
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

**HENRY TERRELL SURVEY
 A-556**

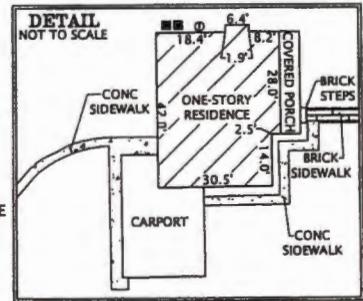


FEMA FLOOD PLAIN NOTE
 NO PORTION OF THIS LAND DIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP OF COLORADO COUNTY, COMMUNITY PANEL # 48089C0150D, DATED FEBRUARY 04, 2011.
**JOSEPH GARWOOD SURVEY
 A-221**
 COUNTY ROAD NO. 105



CURRENT RECORD OWNER: SERAFIN FLORES
 1911 C.R. 1511,
 COLUMBUS, TEXAS 78934

LINE	BEARING	DISTANCE
L1	S 88°17'15" W	1167.40'
L2	N 01°54'30" W	30.00'
L3	N 88°17'15" E	1167.38'
L4	S 01°57'09" E	30.00'
L5	S 88°17'15" W	778.38'
L6	S 01°57'09" E	457.41'
L7	S 88°17'15" W	389.02'



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CERTIFICATE OF COUNTY APPROVAL

THE STATE OF TEXAS
 COUNTY OF COLORADO

THE UNDERSIGNED, COUNTY JUDGE AND COUNTY CLERK OR DEPUTY COUNTY CLERK OF COLORADO COUNTY, TEXAS, HEREBY CERTIFIES THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS APPROVED THE FOREGOING LIMITED LAND DIVISION AND AUTHORIZED THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN VOLUME _____, PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____.

COUNTY JUDGE
 COLORADO COUNTY, TEXAS

MARION NICHOLS, JR., ET UX
 TO
 MICHAEL J. MAAS
 APRIL 30, 1993
 CALLED 23.176 ACRES
 VOLUME 57, PAGE 415
 O.R.C.C.T.

COUNTY CLERK
 COLORADO COUNTY, TEXAS

BY: _____
 DEPUTY CLERK

CERTIFICATE OF RECORDING

THE STATE OF TEXAS
 COUNTY OF COLORADO

AS COUNTY CLERK OR DEPUTY CLERK OF COLORADO COUNTY, TEXAS, I DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AND DULY RECORDED ON THE ____ DAY OF _____, 20____, IN THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS, IN VOLUME _____, PAGE _____.

BY: _____
 COUNTY CLERK, COLORADO COUNTY, TEXAS DEPUTY CLERK

SURVEYOR CERTIFICATION

THIS SURVEY WAS MADE ON THE GROUND ON JULY 14, 2023 UNDER MY SUPERVISION AND REPRESENTS THOSE FACTS FOUND AT THE TIME OF SURVEY.

Matthew W. Loessin
 FOR FSC, INC.
 BY: MATTHEW W. LOESSIN, RPS
 TEXAS REGISTRATION NO. 5953
 DATE SIGNED: AUGUST 3, 2023



JOYCE M. LOESSIN
 TO
 GARY GORGE KULHANEK, ET UX
 MARCH 31, 2022
 CALLED 73.506 ACRES
 VOLUME 995, PAGE 780
 O.R.C.C.T.

ROBERT D. MOLAND
 TO
 VENADO VENTURES, LLC
 MARCH 2, 2020
 CALLED 30.00 ACRES
 VOLUME 922, PAGE 621
 O.R.C.C.T.

- LEGEND**
- 1/2" IRON ROD FOUND
 - 3/4" IRON ROD FOUND
 - ⊙ POINT FOR CORNER
 - ⊕ TELEPHONE RISER
 - AC UNIT
 - ⚡ POWER POLE
 - ⊙ GUY ANCHOR
 - ⊙ ELECTRIC METER
 - ⊙ WATER WELL
 - ⊙ WIRE FENCE
 - ⊙ WOOD FENCE
 - ⊙ OVERHEAD ELECTRIC LINE
 - () RECORD INFORMATION
- O.R.C.C.T. OFFICIAL RECORDS COLORADO COUNTY, TEXAS
 O.R.C.C.T. DEED RECORDS COLORADO COUNTY, TEXAS

LIMITED LAND DIVISION OF 5 TRACTS
 HENRY TERRELL SURVEY, A-556
 ALLEN E. MOON SURVEY, A-896
 JOSEPH GARWOOD SURVEY, A-221
 COLORADO COUNTY, TEXAS

DATE: 08/03/2023
 DRAWN BY: TTH
 CHECKED BY: KAC
 FIELD CREW: CDL/KCO
 PROJECT NO: 2023070359
 COUNTY: COLORADO
 SCALE: 1" = 300'
 SHEET: 1 OF 1

FSC INC
 SURVEYORS+ENGINEERS

2205 Walnut Street - Columbus, TX 78934
 Ph: 979.752.5114 - Fax: 979.752.5271
 TPLS FIRM 10000100 - TPLS FIRM 17957
 www.fscinc.net

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023

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

August 14, 2023



**DRIVING PERFORMANCE.
DELIVERING RESULTS.**

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

30' WIDE ACCESS EASEMENT

DESCRIPTION OF 0.804 ACRE ACCESS EASEMENT IN THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 0.804 ACRE ACCESS EASEMENT BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,798,193.15 USft E 2,734,527.39 USft] for the Southwest corner of said 24.48 acre parent tract, same being the Southeast corner of a called 23.176 acre tract of land described in a deed dated April 30, 1993 from Marion Nichols, Jr., et ux. to Michael J. Maas, as recorded in Volume 57, Page 415, of the Official Records of Colorado County, Texas, lying in a North line of a called 73.506 acre tract of land described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek, et ux., as recorded in Volume 995, Page 780, of the Official Records of Colorado County, Texas, also lying in the North Right-Of-Way line of J. Loessin Lane (Private Road);

THENCE North 01° 54' 30" West [called North 01° 54' 30" West] along the West line of said 24.48 acre parent tract, same being the East line of said 23.176 acre tract, a distance of 456.72 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, same being the Northwest corner of a called 4.08 acre tract of land described as "Tract III" surveyed this same day, also same being the Southwest corner of a called 4.09 acre tract of land described as "Tract I" surveyed this same day, being the **POINT OF BEGINNING** of the herein described access easement [Grid Coordinates: N. 13,798,649.56 USft E 2,734,512.19 USft];

THENCE departing said common line, over and across said 24.48 acre parent tract the following courses and distances:

- North 01° 54' 30" West a distance of 30.00 feet to a 5/8 inch iron rod set with cap for the Northwest corner of the herein described tract;
- North 88° 17' 15" East a distance of 1167.38 feet to a 5/8 inch iron rod set with cap for the Northeast corner of the herein described tract;
- South 01° 57' 09" East a distance of 30.00 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract, being the Northeast corner of a called 4.08 acre

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tract of land described as "Tract V" surveyed this same day and being the Southeast corner of a called 8.15 acre tract of land described as "Tract II" surveyed this same day;

- South 88° 17' 15" West a distance of 1167.40 feet to the POINT OF BEGINNING and containing 0.536 ACRE of land, more or less.
- 1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
- 2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
- 3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin

Date: August 3, 2023

Registered Professional Land Surveyor No. 5953

Project No. 2023070359

Word File: 2023070359_0.804_acre_access_easement_m&b.docx

ACAD File: 2023070359_FINAL.dwg

A handwritten signature in black ink that reads "Matthew W. Loessin". The signature is written in a cursive style with a long horizontal line extending from the end.



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

August 14, 2023



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COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

TRACT I

DESCRIPTION OF A 4.09 ACRE TRACT OF LAND OUT OF THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 4.09 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,798,193.15 USft E 2,734,527.39 USft] for the Southwest corner of said 24.48 acre parent tract, same being the Southeast corner of a called 23.176 acre tract of land described in a deed dated April 30, 1993 from Marion Nichols, Jr., et ux. to Michael J. Maas, as recorded in Volume 57, Page 415, of the Official Records of Colorado County, Texas, lying in a North line of a called 73.506 acre tract of land described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek, et ux., as recorded in Volume 995, Page 780, of the Official Records of Colorado County, Texas, also lying in the North Right-Of-Way line of J. Loessin Lane (Private Road);

THENCE North 01° 54' 30" West (called North 01° 54' 30" West) along the West line of said 24.48 acre parent tract, same being the East line of said 23.176 acre tract, a distance of 456.72 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, same being the Northwest corner of a called 4.08 acre tract of land described as "Tract III" surveyed this same day, also same being the Southwest corner of a called 0.804 acre access easement, surveyed this same day, being the **POINT OF BEGINNING** (Grid Coordinates: N. 13,798,649.56 USft E 2,734,512.19 USft);

THENCE North 01° 54' 30" West (called North 01° 54' 30" West) with said common line, a distance of 458.51 feet to a point for the Northwest corner of the herein described tract, same being the Northeast corner of said 23.176 acre tract, lying in the South line of a called 172.89 acre tract described in a deed dated October 29, 2021 from Follis Ranch, LLC. to J Cubed Services, LTD., as recorded in Volume 979, Page 620, of the Official Records of Colorado County, Texas; from which a 3/4 inch iron rod found bears South 01° 54' 30" East a distance of 0.25', also from which a 1/2 inch iron rod found for a Northeast corner of a called 73.506 acre tract described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek as recorded in Volume 995, Page 780, of the Official Records of Colorado County, Texas bears, South 88° 26' 59" West a distance of 3869.92 feet;

THENCE North 88° 26' 59" East (called North 88° 26' 59" East) departing the East line of said 24.48 acre parent tract, along the North line of said 24.48 acre parent tract, same being the South line of said 172.89 acre tract, a distance of 388.68 feet to a 5/8 inch iron rod set with cap for the Northeast corner of the herein described tract, same being the Northwest corner of a called 8.15 acre tract of land described as "Tract II" surveyed this same day;

THENCE South 01° 57' 09" East, over and across said 24.48 acre parent tract, a distance of 457.41 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract, same being the Southwest corner of said "Tract II", the Northwest corner of a called 4.08 acre tract of land described as "Tract IV" surveyed this same day, and the Northeast corner of a called 4.08 acre tract of land described as "Tract III" surveyed this same day, lying in the South line of said 0.804 acre access easement;

THENCE South 88° 17' 15" West, over and across said 24.48 acre parent tract, a distance of 389.02 feet to the **POINT OF BEGINNING**, containing **4.09 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 [EPOCH: 2010]
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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TBPE Firm 17957

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin

Date: August 3, 2023

Registered Professional Land Surveyor No. 5953

Project No. 2023070359

Word File: 2023070359_Tract 1_4.09_acre_m&b.docx

ACAD File: 2023070359_FINAL.dwg

A handwritten signature in black ink that reads "Matthew W. Loessin".



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

TRACT II

DESCRIPTION OF A 8.15 ACRE TRACT OF LAND OUT OF THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 8.15 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch iron rod found [Grid Coordinates: N 13,799,139.34 USft E 2,735,663.41 USft] for the Northeast corner of said 24.48 acre parent tract, same being the Southeast corner of a called 172.89 acre tract of land described in a deed dated October 29, 2021 from Follis Ranch, LLC. to J cubed Services, LTD., as recorded in Volume 979, Page 620, of the Official Records of Colorado County, Texas, lying in the West Right-Of-Way line of County Road No. 105;

THENCE South 01° 57' 09" East [called South 01° 57' 09" East] along the East line of said 24.48 acre parent tract, same being the West Right-Of-Way line of County Road No. 105, a distance of 455.21 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract, same being the Northeast corner of a called 4.08 acre tract of land described as "Tract V" surveyed this same day;

THENCE South 88° 17' 15" West, over and across said 24.48 acre parent tract, a distance of 778.38 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, same being the Northwest corner of a called 4.08 acre tract of land described as "Tract IV" surveyed this same day, the Northeast corner of a called 4.08 acre tract of land described as "Tract III" surveyed this same day, and the Southeast corner of a called 4.09 acre tract of land described as "Tract I" surveyed this same day, lying in the South line of a called 0.804 acre access easement surveyed this same day;

THENCE North 01° 57' 09" West, over and across said 24.48 acre parent tract, a distance of 457.41 feet to a 5/8 inch iron rod set with cap for the Northwest corner of the herein described tract, same being the Northeast corner of said "Tract I", lying in the North line of said 24.48 acre parent tract, same being the South line of said 172.89 acre tract;

THENCE North 88° 26' 59" East [called North 88° 26' 59" East] with said common line, a distance of 778.39 feet to the POINT OF BEGINNING, containing 8.15 ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 [EPOCH: 2010]
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023070359
Word File: 2023070359_Tract II_8.15_acre_m&b.docx
ACAD File: 2023070359_FINAL.dwg

Date: August 3, 2023



VNI 1043 PAGE 218

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COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

TRACT III

DESCRIPTION OF A 4.08 ACRE TRACT OF LAND OUT OF THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 4.08 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found [Grid Coordinates: N 13,798,193.15 USft E 2,734,527.39 USft] for the Southwest corner of said 24.48 acre parent tract, same being the Southeast corner of a called 23.176 acre tract of land described in a deed dated April 30, 1993 from Marion Nichols, Jr., et ux. to Michael J. Maas, as recorded in Volume 57, Page 415, Colorado County Official Records, lying in a Northerly line of a called 73.506 acre tract of land described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek, et ux., as recorded in Volume 995, Page 780, Colorado County Official Records, also lying in the Northerly Right-Of-Way line of J. Loessin Lane, from which a 1/2 iron rod found for the Southwest corner of said 23.176 acre tract bears South 88° 23' 23" West a distance of 1102.41 feet;

THENCE North 01° 54' 30" West (called North 01° 54' 30" West) along the Easterly line of said 23.176 acre tract, being the Westerly line of the herein described tract a distance of 456.72 feet to a 5/8 inch iron rod set with cap for the Northwest corner of the herein described tract, same being the Southwest corner of a called 4.09 acre tract of land described as "Tract I" surveyed this same day, also same being the Southwest corner of a called 0.804 acre access easement surveyed this same day;

THENCE North 88° 17' 15" East, over and across said 24.48 acre parent tract a distance of 389.02 feet to a 5/8 inch iron rod set with cap for the Northeast corner of the herein described tract, same being the Northwest corner of a called 4.08 acre tract of land described as "Tract IV" surveyed this same day, lying in the South line of said 0.804 acre access easement;

THENCE South 01° 57' 09" East, over and across said 24.48 acre parent tract a distance of 456.73 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract, same being the Southwest corner of said "Tract IV", lying in the Southerly line of said 24.48 acre parent tract, same being a Northerly line of said 73.506 acre tract, also same being the Northerly Right-Of-Way line of J. Loessin Lane;

THENCE South 88° 17' 15" West (called South 88° 17' 15" West) with said common line, a distance of 389.37 feet to the **POINT OF BEGINNING**, containing **4.08 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023070359
Word File: 2023070359_Tract III_4.08_acre_m&b.docx
ACAD File: 2023070359_FINAL.dwg

Date: August 3, 2023



Page 1 of 1

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COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

TRACT IV

DESCRIPTION OF A 4.08 ACRE TRACT OF LAND OUT OF THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 4.08 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,798,193.15 USft E 2,734,527.39 USft] for the Southwest corner of said 24.48 acre parent tract, same being the Southeast corner of a called 23.176 acre tract of land described in a deed dated April 30, 1993 from Marion Nichols, Jr., et ux. to Michael J. Maas, as recorded in Volume 57, Page 415, Colorado County Official Records, lying in a Northerly line of a called 73.506 acre tract of land described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek, et ux., as recorded in Volume 995, Page 780, Colorado County Official Records, also lying in the Northerly Right-Of-Way line of J. Loessin Lane (Private Road);

THENCE North 88° 17' 15" East [called North 88° 17' 15" West] along the Southerly line of said 24.48 acre parent tract, same being a Northerly line of said 73.506 acre tract, also same being the Northerly Right-Of-Way line of J. Loessin Lane (Private Road) a distance of 389.37 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, same being the Southeast corner of a called 4.08 acre tract of land described as "Tract III" surveyed this same day, being **the POINT OF BEGINNING** of the herein described tract [Grid Coordinates: N. 13,798,204.79 USft E 2,734,916.54 USft];

THENCE North 01° 57' 09" West over and across said 24.48 acre parent tract a distance of 456.73 feet to a 5/8 inch iron set with cap for the Northwest corner of the herein described tract, same being the Northeast corner of said "Tract III", also same being the Southeast corner of a called 4.09 acre tract of land described as "Tract I" surveyed this same day, also same being the Southwest corner of a called 8.15 acre tract of land described as "Tract II" surveyed this same day, lying in the Southerly line of a called 0.804 acre access easement surveyed this same day;

THENCE North 88° 17' 15" East over and across said 24.48 acre parent tract a distance of 389.18 feet to a 5/8 inch iron rod set with cap for the Northeast corner of the herein described tract, same being the Northwest corner of a called 4.08 acre tract of land described as "Tract V" surveyed this same day, lying in the Southerly line of said 0.804 acre access easement;

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THENCE South 01° 57' 09" East, over and across said 24.48 acre parent tract a distance of 456.73 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract, same being the Southwest corner of said "Tract V", lying in the Southerly line of said 24.48 acre parent tract, same being a Northerly line of said 73.506 acre tract, also same being the Northerly Right-Of-Way line of J. Loessin Lane;

THENCE South 88° 17' 15" West with said common line a distance of 389.19 feet to the POINT OF BEGINNING, containing 4.08 ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 [EPOCH: 2010]
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023070359
Word File: 2023070359_Tract IV_4.08_acre_m&b.docx
ACAD File: 2023070359_FINAL.dwg

Date: August 3, 2023

A handwritten signature in black ink that reads "Matthew W. Loessin". The signature is written in a cursive style with a horizontal line underneath.



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

August 14, 2023



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COLORADO COUNTY, TEXAS
HENRY TERRELL SURVEY, ABSTRACT NO. 556
ALLEN E. MOON SURVEY, ABSTRACT NO. 896
JOSEPH GARWOOD SURVEY, A-221

TRACT V

DESCRIPTION OF A 4.08 ACRE TRACT OF LAND OUT OF THE HENRY TERRELL SURVEY, ABSTRACT NO. 556, THE ALLEN E. MOON SURVEY, ABSTRACT NO. 896, AND THE JOSEPH GARWOOD SURVEY, ABSTRACT NO. 221, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 24.48 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 26, 2023 FROM JANE F. STORY TO SERAFIN FLORES, ET UX., AS RECORDED IN VOLUME 1036, PAGE 858, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 4.08 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,798,193.15 USft E 2,734,527.39 USft] for the Southwest corner of said 24.48 acre parent tract, same being the Southeast corner of a called 23.176 acre tract of land described in a deed dated April 30, 1993 from Marion Nichols, Jr., et ux. to Michael J. Maas, as recorded in Volume 57, Page 415, Colorado County Official Records, lying in a Northerly line of a called 73.506 acre tract of land described in a deed dated March 31, 2022 from Joyce M. Loessin to Gary Gorge Kulhanek, et ux., as recorded in Volume 995, Page 780, Colorado County Official Records, also lying in the Northerly Right-Of-Way line of J. Loessin Lane (Private Road);

THENCE North 88° 17' 15" East [called North 88° 17' 15" West] along the Southerly line of said 24.48 acre parent tract, same being a Northerly line of said 73.506 acre tract, also same being the Northerly Right-Of-Way line of J. Loessin Lane (Private Road) a distance of 778.56 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, same being the Southeast corner of a called 4.08 acre tract of land described as "Tract IV" surveyed this same day, being the **POINT OF BEGINNING** of the herein described tract [Grid Coordinates: N. 13,798,216.42 USft E 2,735,305.51 USft];

THENCE North 01° 57' 09" West over and across said 24.48 acre parent tract a distance of 456.73 feet to a 5/8 inch iron set with cap for the Northwest corner of the herein described tract, same being the Northeast corner of said "Tract IV", lying in the Southerly line of a called 0.804 acre access easement surveyed this same day;

THENCE North 88° 17' 15" East over and across said 24.48 acre parent tract a distance of 389.19 feet to a 5/8 inch iron rod set with cap for the Northeast corner of the herein described tract, same being the Southeast corner of a called 8.15 acre tract of land described as "Tract II" surveyed this same day, lying in the Easterly line of said 24.48 acre parent tract, being the Westerly Right-Of-Way line of County Road No. 105;

THENCE South 01° 57' 09" East [called South 01° 57' 09" East] with said common line a distance of 456.73 feet to a 5/8 inch iron rod set with cap for the Southeast corner of said 24.48 acre parent tract, same

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being a Northeast corner of said 73.506 acre tract, lying at the intersection of the Westerly Right-Of-Way line of County Road No. 105 and the Northerly Right-Of-Way line of J. Loessin Lane, from which a 1/2 inch iron rod found for a Southeast corner of said 73.506 acre tract bears South 01° 57' 09" East a distance of 30.00 feet;

THENCE South 88° 17' 15" West (called South 88° 17' 15" West) along the Southerly line of said 24.48 acre tract, same being a Northerly line of said 73.506 acre tract, also same being the Northerly Right-Of-Way line of J. Loessin Lane a distance of 389.19 feet to the **POINT OF BEGINNING**, containing **4.08 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999874413323.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 14, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023070359
Word File: 2023070359_Tract V_4.08_acre_m&b.docx
ACAD File: 2023070359_FINAL.dwg

Date: August 3, 2023



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

AUG 2 2 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

VOL 1043 PAGE 223

FILED FOR RECORD
COLORADO COUNTY, TX
2023 AUG 21 AM 10:41
KIMBERLY MENKE
COUNTY CLERK
3656

**MINUTES OF THE COLORADO COUNTY
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August 14, 2023

- _12. Application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of the following roads in Precinct No. 2: County Roads 201, 205, 205A, 206, 207, 209, 210, 213, 217, 218 and Wanjura Lane. (Brandt)

Motion by Commissioner Brandt to approve an application submitted by Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of the following roads in Precinct No. 2: County Roads 201, 205, 205A, 206, 207, 209, 210, 213, 217, 218 and Wanjura Lane; 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

August 14, 2023

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

Application

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

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :
On Colorado County ROW of multiple county roads east of Weimar. Description 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:

Digging up existing buried handholes and installing Buried Fiber Optic Cable in existing HDPE
Duct by blowing and installing new Buried HDPE Duct with new Fiber Optic Cable by plowing
and boring and also installing new Fiber Optic Pedestals.

08-07-2023
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**

August 14, 2023

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 201 section 1	480'	South from intersection of CR 209 for 500'	Dig up existing handholes Blow fiber through existing duct Install new fiber optic pedestals
CR 201 section 2	5,200'	West from intersection of CR 207 to intersection of CR 208	Blow fiber through existing duct Install new fiber pedestals
CR 201 section 3	8,400'	East from intersection of CR 207 and then North to 3,500' North of intersection of CR 205	Blow fiber through existing duct Install new duct and fiber Install new fiber pedestals
CR 205	5,200'	West from intersection of CR 201	Blow fiber through existing duct Install new duct and fiber Install new fiber pedestals
CR 205A	1,800'	North from intersection of CR 201 to 800' South of intersection of CR 205	Install new duct and fiber Install new fiber pedestals
CR 206	9,300'	East from intersection of CR 201 and then South past Wanjura Ln and tl and then West	Install new duct and fiber Install new fiber pedestals
CR 207	8,200'	North from intersection of CR 209 to intersection of CR 201	Dig up existing handholes Blow fiber through existing duct Install new fiber optic pedestals
CR 209	19,700'	East from intersection of CR 201 to intersection of CR 217	Dig up existing handholes Blow fiber through existing duct Install new fiber optic pedestals
CR 210	5,300'	South of IH 10 for 5,300'	Install new fiber pedestals Install new duct and fiber
CR 213	4,400'	South of IH 10 for 4,400'	Install new fiber pedestals Install new duct and fiber
CR 217 section 1	2,100'	South of intersection of 209 to US Hwy 90	Dig up existing handholes Blow fiber through existing duct Install new fiber optic handholes and pedestals
CR 217 section 2	10,400'	East from intersection of CR 209 to 3300' East of CR 218	Dig up existing handholes Blow fiber through existing duct Install new fiber optic handholes and pedestals
CR 218	5,100'	North from intersection of CR 217	Blow fiber through existing duct Install new fiber optic pedestals Install new duct and fiber
Wanjura Ln	4,900'	East from Intersection of CR 206	Install new fiber pedestals Install new duct and fiber

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

August 14, 2023

Agreement

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

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

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

August 14, 2023

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

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

August 14, 2023

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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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**

August 14, 2023

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

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

08/07/2023
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 14th day of August, 2023.

8-14-23
Date

[Signature]
Colorado County Judge

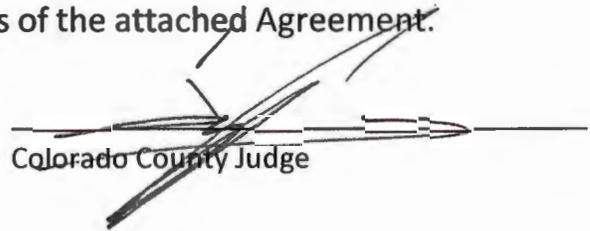
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

August 14, 2023

Permit

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

8-14-23
Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



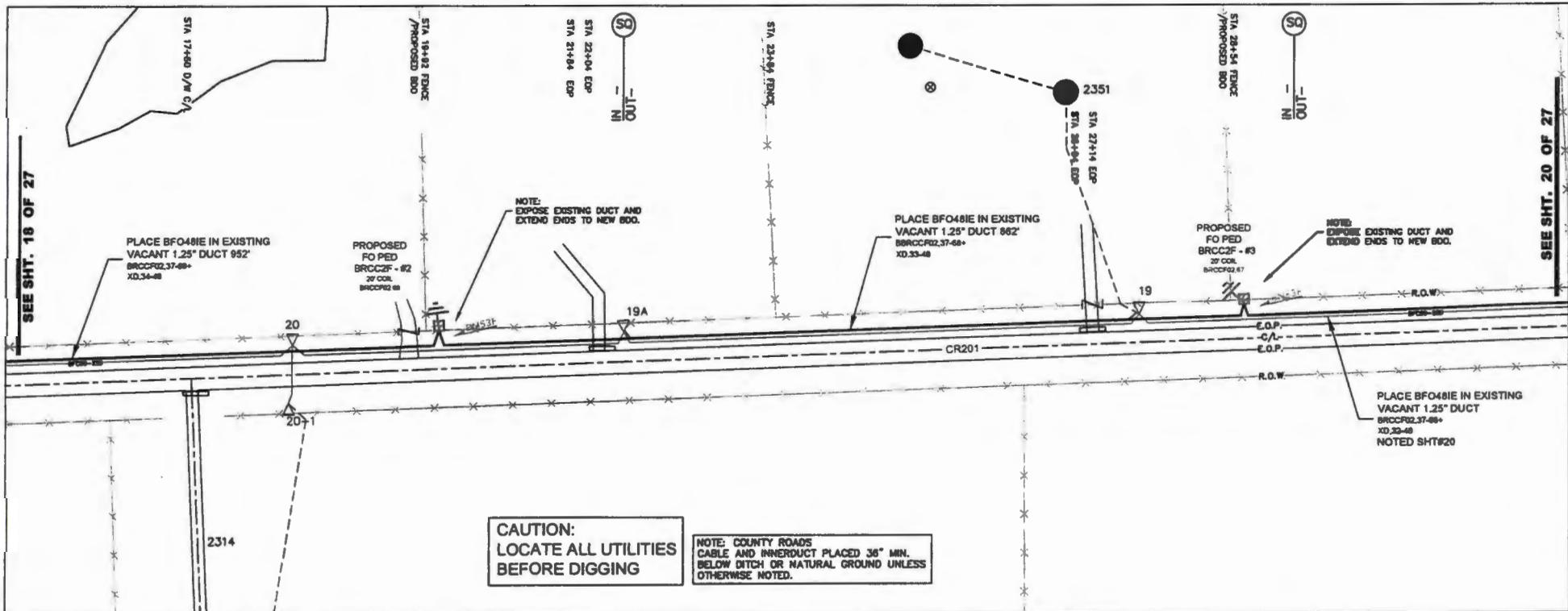
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

HHPED NO.	BHF 30X40C36	BM2(1/2)(5)	BDO4(R) FIBER PED	BMPD 1-1.25" DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BM81(DG) DEPTH 36"	BM81(DG) DEPTH 60"	BMPD 1-0.75" DEPTH 36"	SEB08	SEB08 COIL	BFO68	BFO48IE	BFO48 COIL	W-U0	W-SHF	H8FO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
			1	1								952	20				1				
												862	20				1				
TOTAL	0	0	2	2	0	0	0	0	0	0	0	1814	40	0	0	0	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC2F

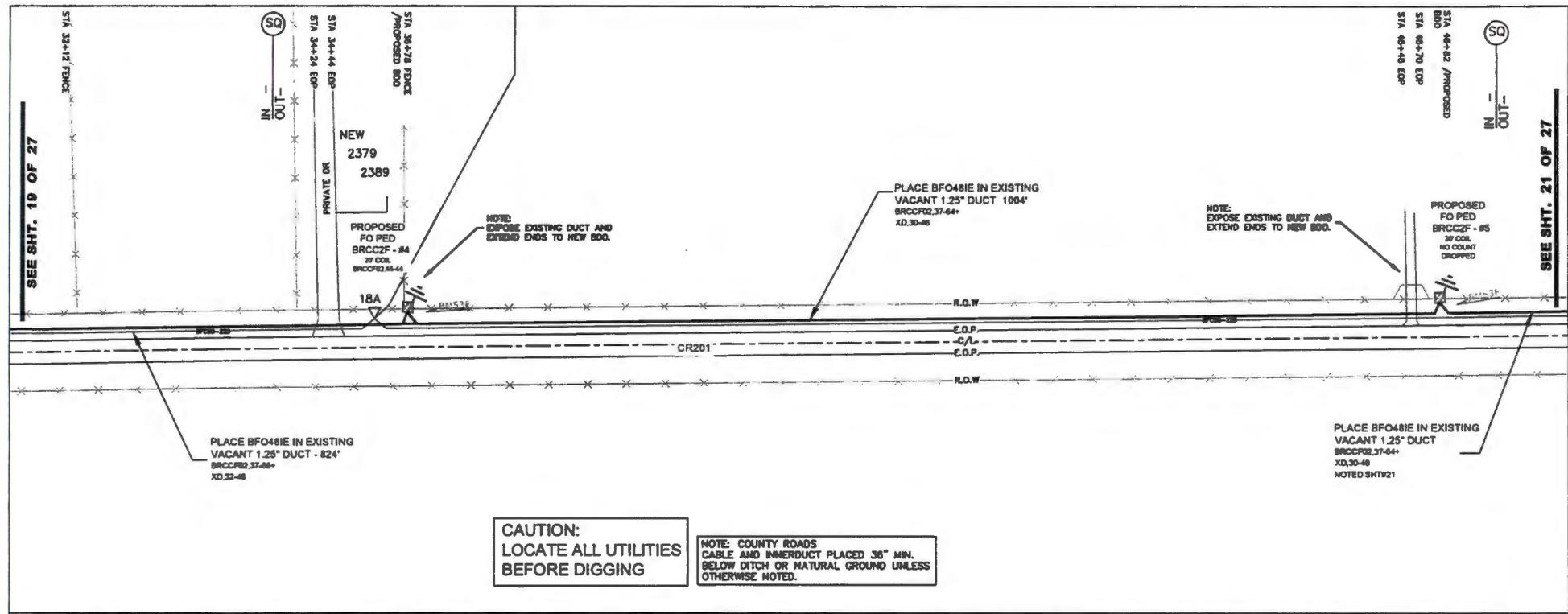
TAS Telephone Access Services, Inc.
 2818 Chase Road Dr.
 San Marcos, TX 78666
 Phone: (512) 754-9128
 Fax: (512) 754-9137

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 19 OF 27

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

August 14, 2023



**CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING**

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

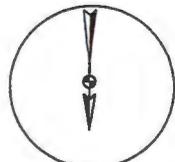
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			1	1								824	20							1	
			1	1								1004	20							1	
TOTAL	0	0	2	2	0	0	0	0	0	0	0	1828	40	0	0	0	2	0	0	0	0

**Colorado Valley
Telephone Coop Inc.**

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC2F

TAS Telephone Access Services Inc.
2119 Chava Baker Dr.
San Antonio, TX 78244
Phone: (512)754-8150
Fax: (512) 754-8152

BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE



SHEET 20 OF 27

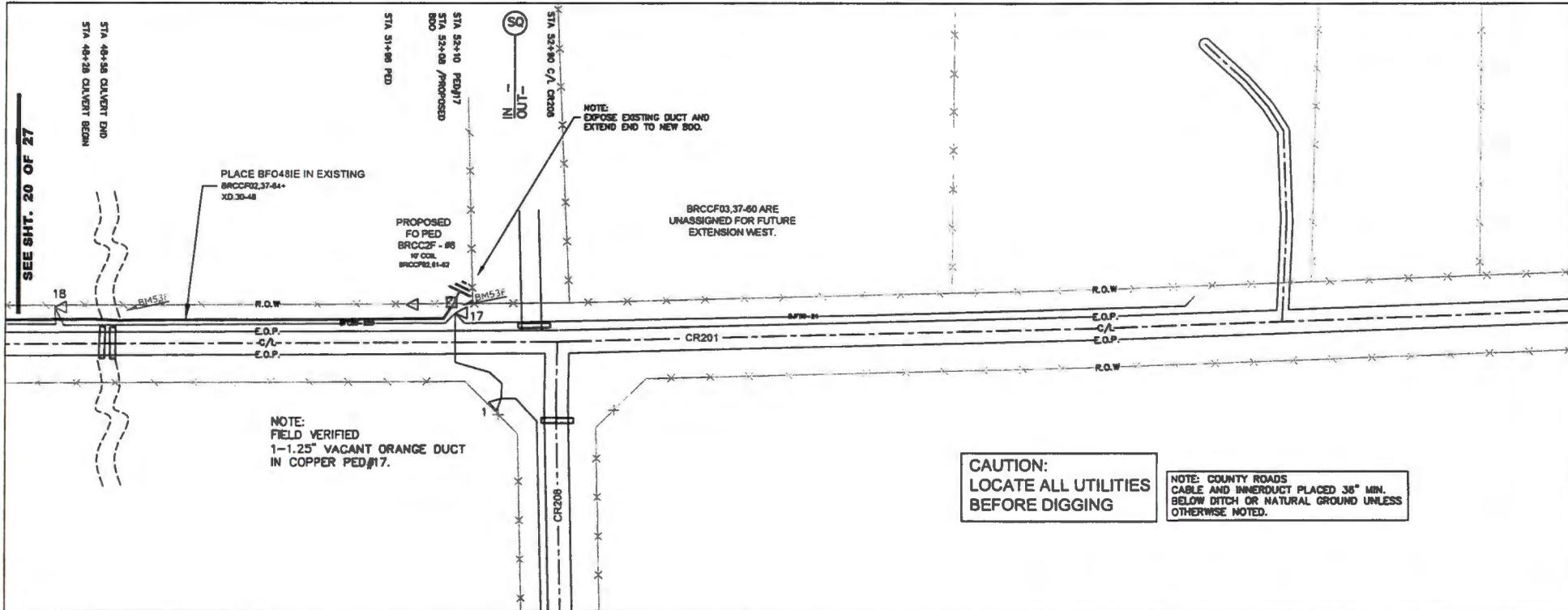
SEE SHT. 19 OF 27

SEE SHT. 21 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	SHF 30X40X36	BM2(1/2)(5)	BDC4(R) FIBER PED	BMPD 1-1.25' DEPTH 30"	MDPE 1-1.25'	BMB1DC7 DEPTH 30"	BMB1DC7 DEPTH 60"	BMPD 1-4.75' DEPTH 30"	SEB081	SEB081 COIL	BFO081	BFO48E	BFO48 COIL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
CULVERT																	1				
BRCCZF PEDS		1	1								526	10					1				
TOTAL	0	0	1	1	0	0	0	0	0	0	0	526	10	0	0	0	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCCZF

TAS Telephone Access Services, Inc.
 2618 Chase Center Dr.
 San Marcos, TX 78666
 Phone: (512)754-9119
 Fax: (512) 754-9157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 21 OF 27

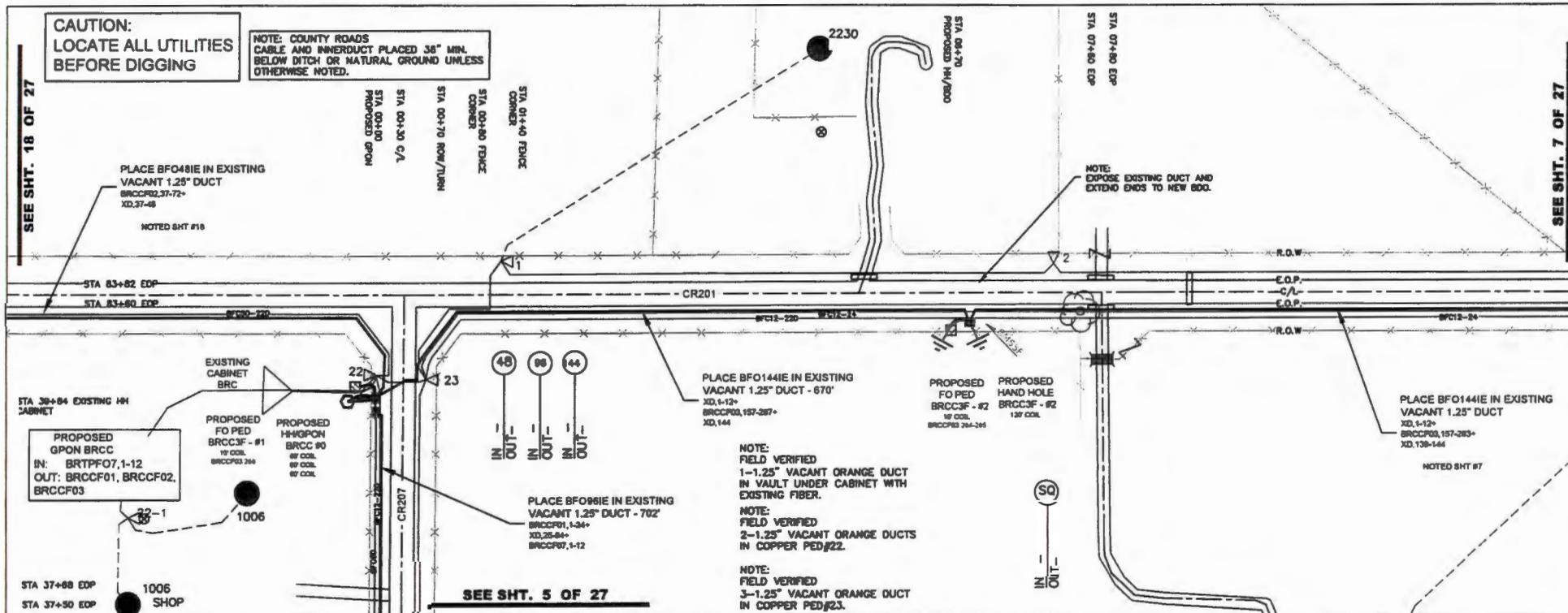
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

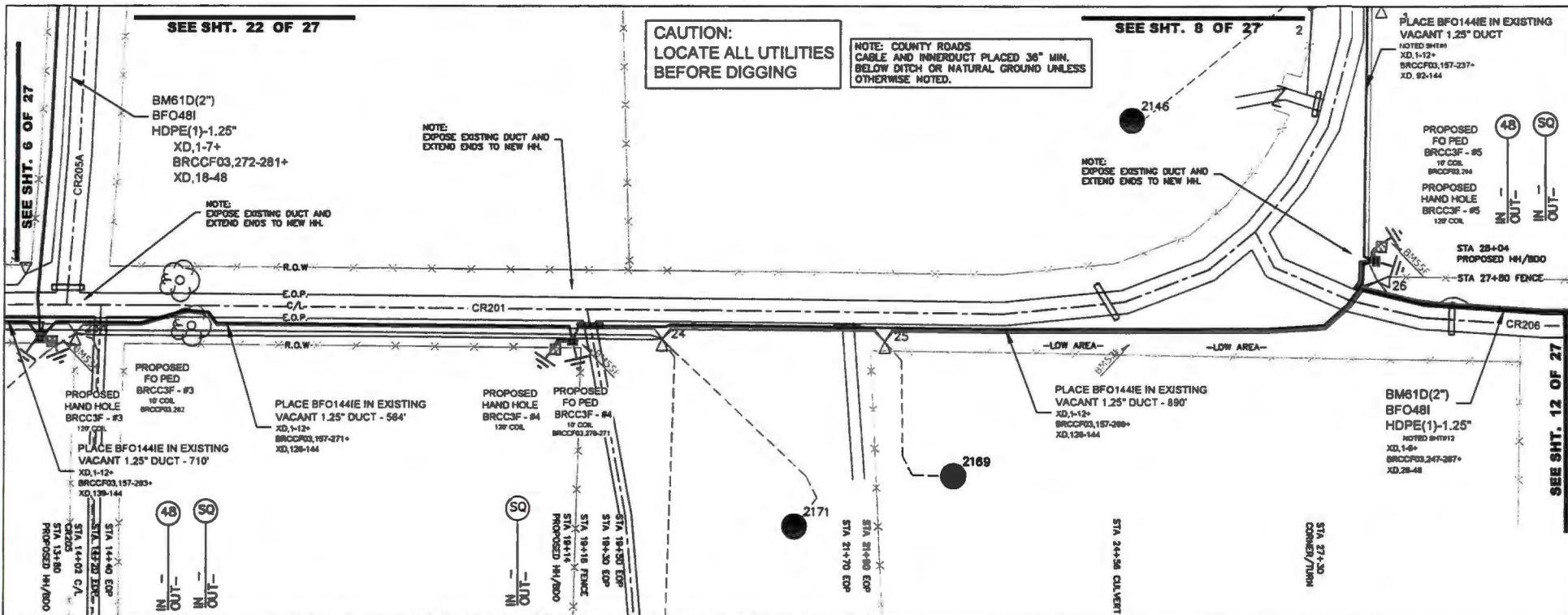
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HY/PE NO.	BHF 3054B/C36	BM2(1/2/5)	BDC4(R) FIBER PED	BMPO 1-1.25' DEPTH 36"	BFO144I	BFO48 COIL	BMPO 1-0.75' DEPTH 36"	SEBOR	SEBOR COIL	BFO98I	BFO144IE	BFO144 COIL	W-UD	W-BHF	H8FO	BMS3F	BM95F	BM56F	SUB NO	TREE TRIMMING
BRC3F H#93 BRC3F PED#3	1	1	1			60	10	10	10		710	120	1					1		
BRC3F H#84 BRC3F PED#4	1	1	1				10	10	10		564	120	1				1			
CULVERT																1				
BRC3F H#85 BRC3F PED#5	1	1	1			60	10	10	10		890	120	1				1			
TOTAL	3	0	6	3	0	0	0	0	0	0	120	360	3	0	0	0	1	3	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F

TAS Telecommunications Services, Inc.
 2874 Green Street Dr.
 San Antonio, TX 78244
 Phone: (214) 764-6128
 Fax: (214) 764-6127

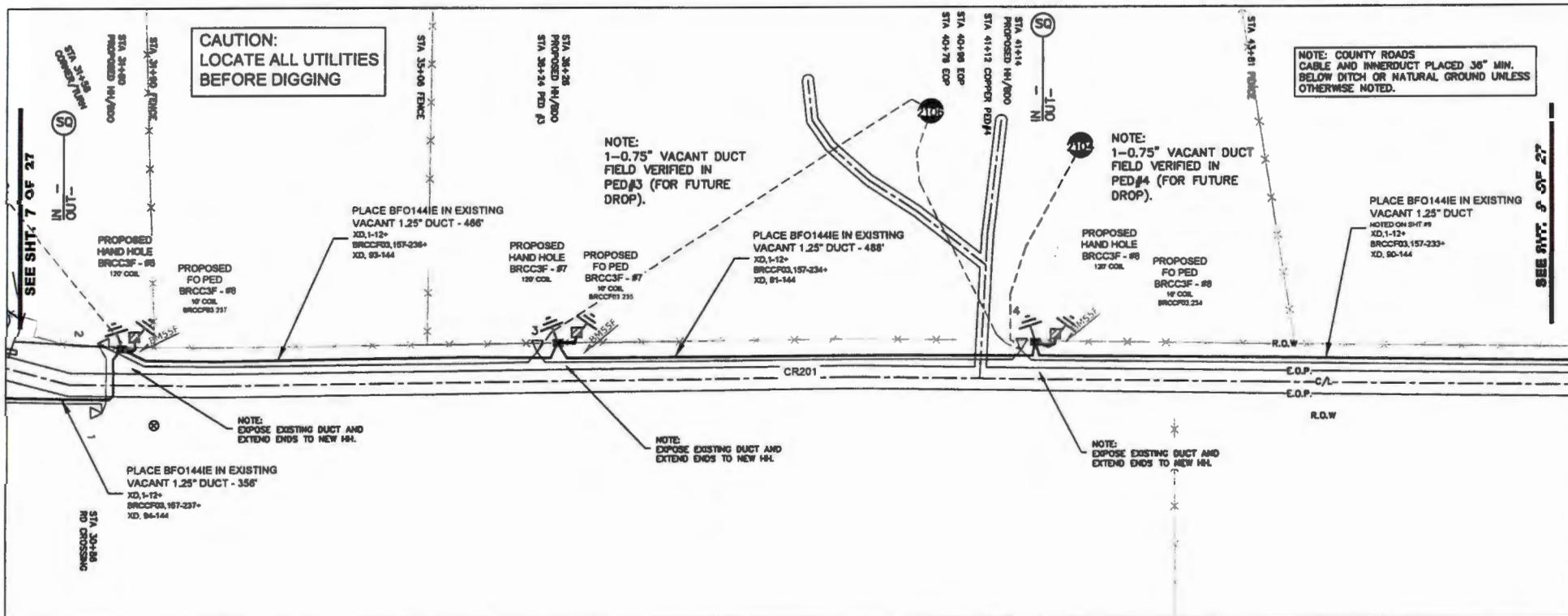
BY: TAS
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 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 7 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



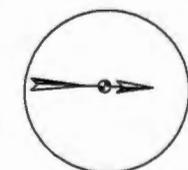
HW/RED NO.	BHF 30x48x36	BM2(1/2)(S)	BDM(R) FIBER PED	BMPD 1-1.25" DEPTH 36"	BFO144	BFO48 COIL	BMPD 1-0.75" DEPTH 36"	SEBOR	SEBOR COIL	BFO88	BFO144IE	BFO144 COIL	W-UD	W-BHF	H-BFO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING
BRC03F H4H6 BRC03F PED6	1	1	1				10	10	60		356	120	1					1		
BRC03F H4H7 BRC03F PED7	1	1	1				10	10	60		466	120	1					1		
BRC03F H4H8 BRC03F PED8	1	1	1			60	10	10	60		488	120	1					1		
TOTAL	3	0	6	0	0	0	60	30	210	0	1310	360	3	0	0	0	3	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRC03F

TAS Telecommunications Services Inc.
 2618 Green Street Dr.
 San Marcos, TX 78666
 Phone: (817) 544-9130
 Fax: (817) 784-9137

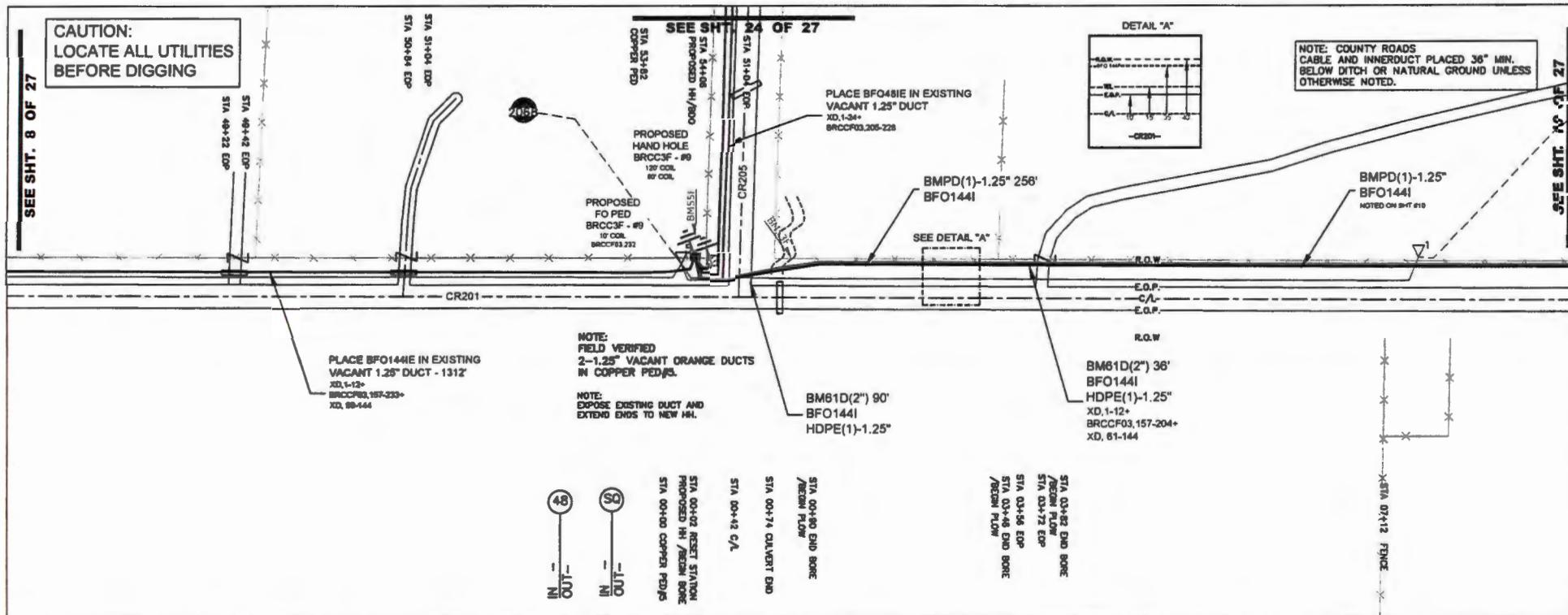
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	BHF 30X48X36	BM2(1/2)(5)	BOOK#(FIBER PED)	BMPD(1)-1.25" DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BM61D(2) DEPTH 36"	BFO48 COIL	BMPD 1-0.75" DEPTH 36"	SEB06I	SEB06I COIL	BFO66I	BFO144E	BFO144 COIL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
BRCCF HH#1 BRCCF PED#	1	1	1				60			60		1312	120	1					1		
CR201				90	90																
DW					36	36															
TOTAL	1	0	2	0	126	126	316	10	10	70	0	1312	120	1	0	0	1	1	0	0	0

Colorado Valley Telephone Coop. Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F

TAS Telecom America Services, Inc.
 2700 Clinton Street Dr.
 San Marcos, TX 78666
 Phone: (817) 296-9100
 Fax: (817) 296-9107

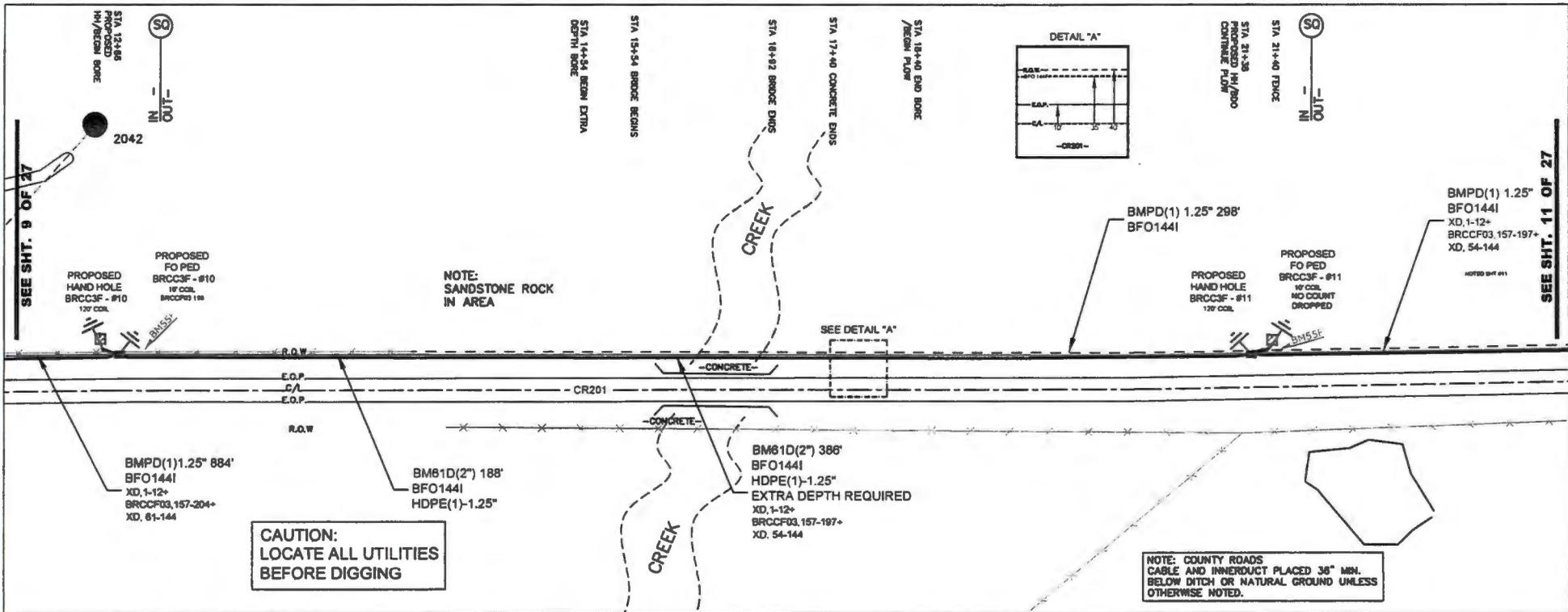
BY: TAS
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 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 9 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HV/PED NO.	BHF 30X48X36	BM2(1/2)(5)	BDM(R) FIBER PED	BMPD(1)-1.25" DEPTH 36"	HDPE(1)-1.25" DEPTH 36"	BM61D(2)" DEPTH 60"	BM61D(2)" DEPTH 90"	BMPD(1)-0.75" DEPTH 36"	SEBOSI	SEBOSI COL	SFO9R	BFO144E	BFO144 COL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
				884																	
BRCC3F HM#10 BRCC3F PED#10	1	1	1					10	10	10		1266	120					1			
BRIDGE				188	188	386	386										1				
BRCC3F HM#11 BRCC3F PED#11	1	1	1					10	10	10		872	120					1			
TOTAL	2	0	4	1182	574	188	388	20	20	140	0	2138	240	0	0	0	2	2	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F

TAS Telephone America Service, Inc.
 2818 Olive Branch Dr.
 San Antonio, TX 78246
 Phone: (214)744-8400
 Fax: (214)744-9187

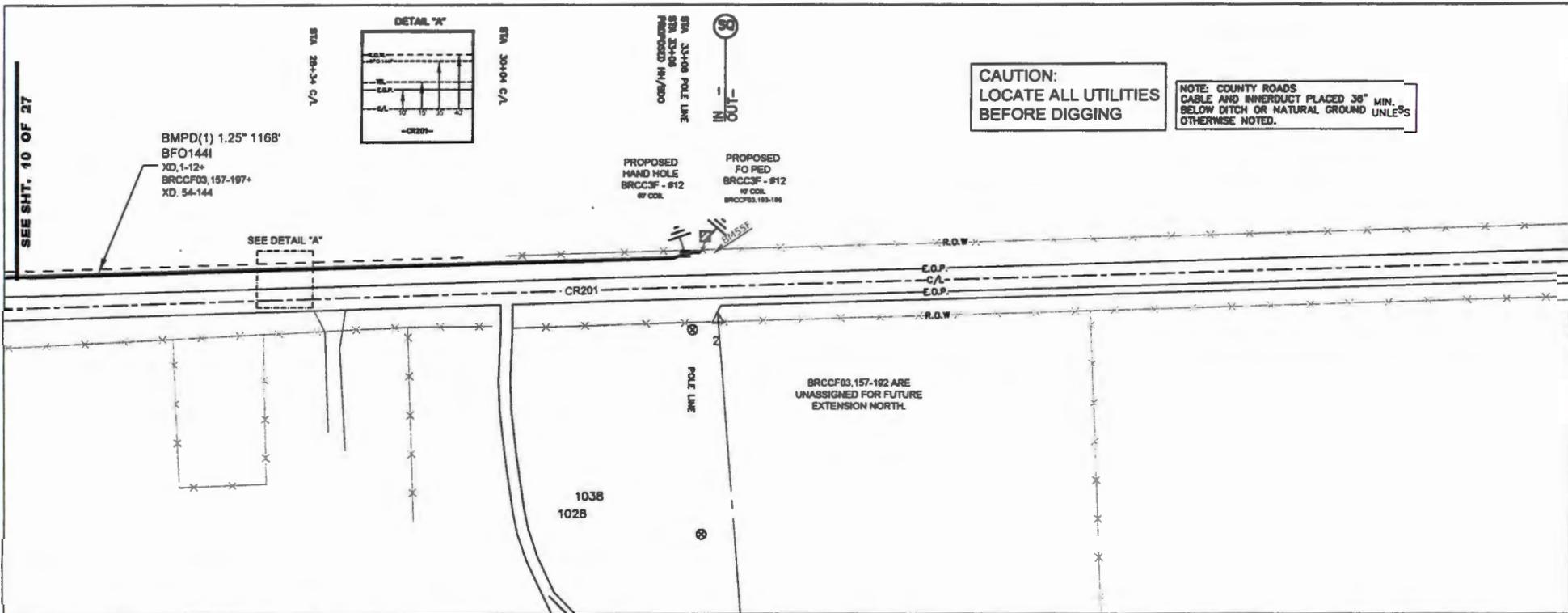
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 10 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

HHPPD NO.	BHF 30548C36	BM21(1/2)S	BDO4(R) FIBER PE13	BMPD 1-1.25" DEPTH 36"	HDFE 1-1.25" DEPTH 36"	BMS10(2)" DEPTH 36"	SFO4S COIL	BMPD 1-4.75" DEPTH 36"	SEB08	SEB08 COIL	SFO08	BFO144E	BFO144 COIL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
				1168																	
BCC3F	1	1								80		1168	80								
HMB12																					
BCC3F		1	1					10	10	10											
PEM12																					
TOTAL	1	0	2	1	1168	0	0	0	10	10	70	0	1168	80	0	0	0	0	1	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F

TAS Telephone Access Services, Inc.
 2019 Olive Street Dr.
 San Marcos, TX 78666
 Phone: (512)754-9150
 Fax: (512)754-2157

BY: TAS
 JOB NO: 31-1230189
 PROJ. DESC: BORDEN EAST

AS BUILT DATE

SHEET 11 OF 27

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

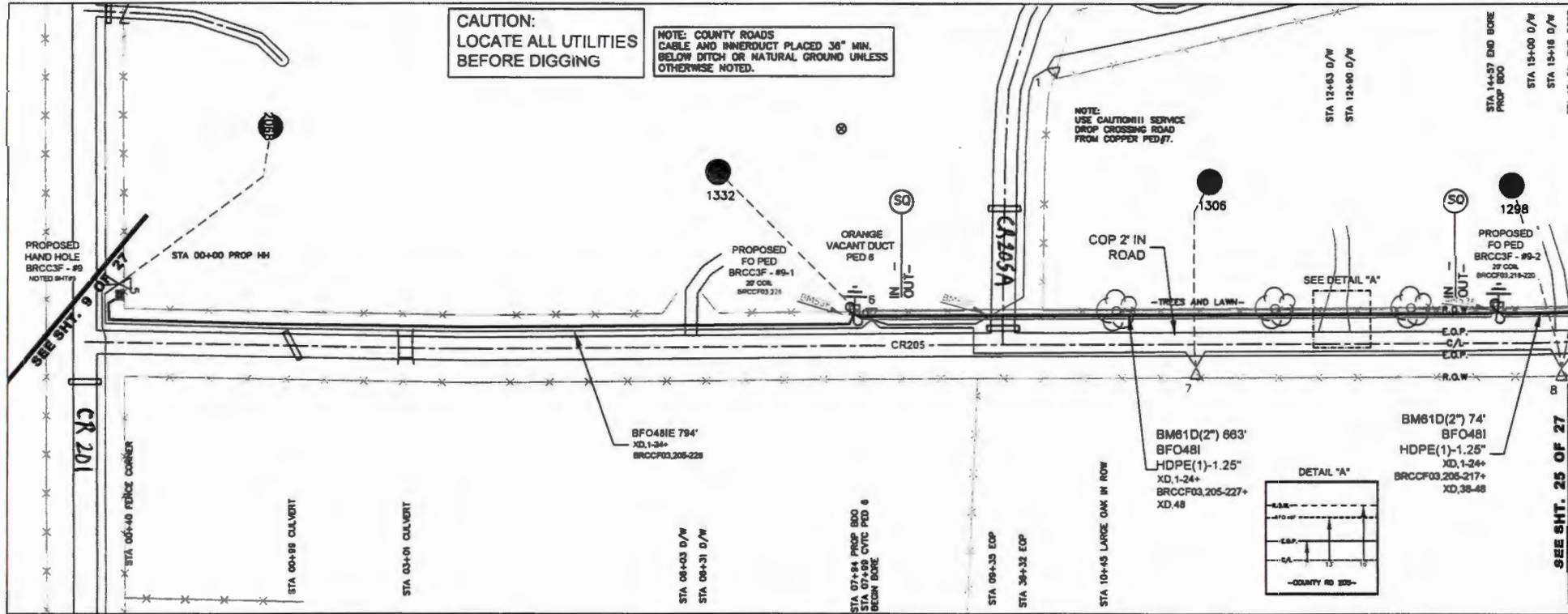
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HPED NO.	BHF 300483036	BM2(1/2)(5)	BDO4(R) FIBER PED	BM81D(2) DEPTH 60"	BM81D(2) DEPTH 36"	HOPE 1-1.25"	BMFD 1-1.25" DEPTH 36"	BMFD 1-0.75" DEPTH 36"	SEBORI	SEBORI COIL	BFO481	BFO481E	BFO48 COIL	W-LD	W-BHF	HBFO	BMS3F	BMS2F	BMS5F	SUB NO	TREE TRIMMING	
EX. BRCC3F HH#2																						
BRCC3F PED#2-1		1	1								794	20					1					
CR 205					663	663											1					
BRCC3F PED#2-2		1	1								663	20					1					
DRIVEWAY					74	74																
TOTAL	0	0	2	2	0	737	737	0	0	0	663	794	40	0	0	0	3	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY COLORADO
 ROUTE BRCC

TAS Telephone Access Services, Inc.
 2919 Cloud Street Dr
 San Marcos, TX 78666
 Phone: (512)794-8159
 Fax: (512) 754-8157

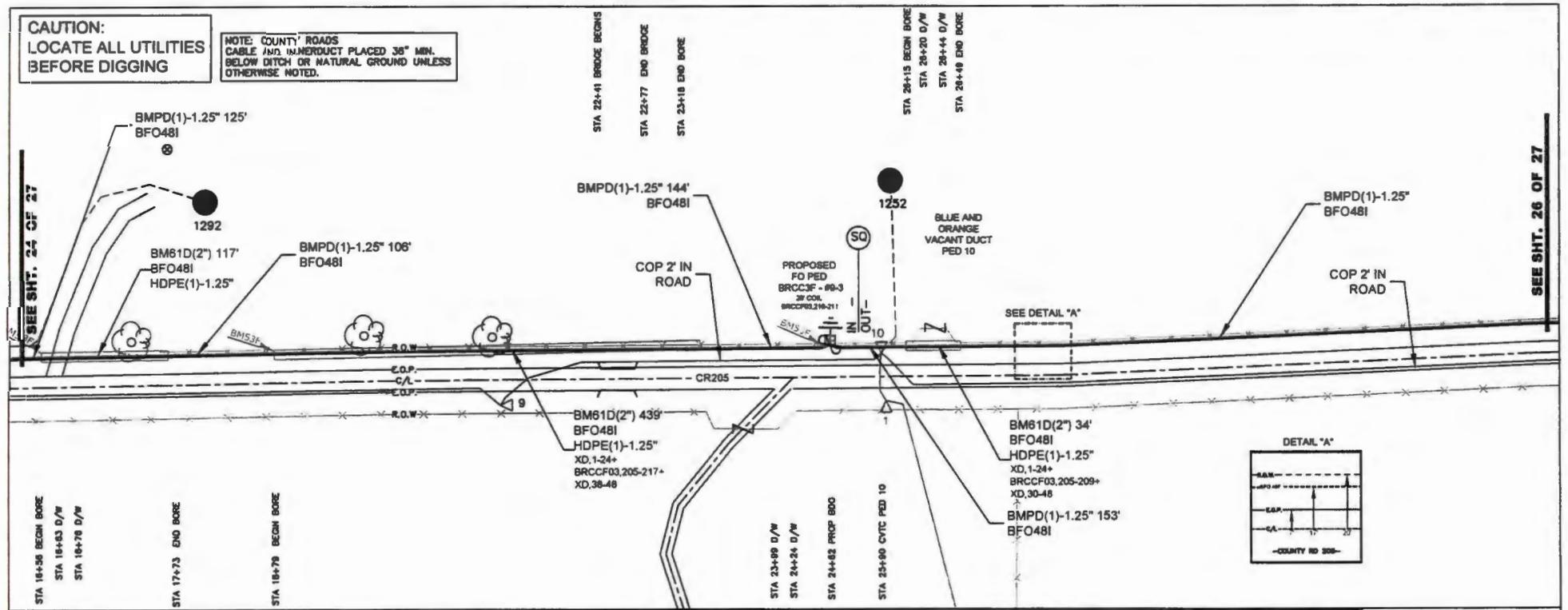
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 24 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	BHP 3064BDC6	BM2(1/2)5	BOO4(R) FIBER PED	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 36"	HOPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBO6	SEBO6 COIL	BFO481	BFO48E	BFO48 COIL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING	
							125															
DRIVEWAY					117	117																
							106															
BRUSH BRIDGE					439	439												1				
BRCC3F PED#9-3			1	1			144				1005		20						1			
							153															
DRIVEWAY							34	34														
TOTAL	0	0	1	1	0	590	590	528	0	0	0	1005	0	20	0	0	0	0	2	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Access Services, Inc.
2918 Chasen Street Dr.
San Antonio, TX, 78248
Phone: (512) 949-9719
Fax: (512) 754-8152

BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 25 OF 27

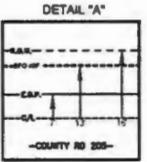
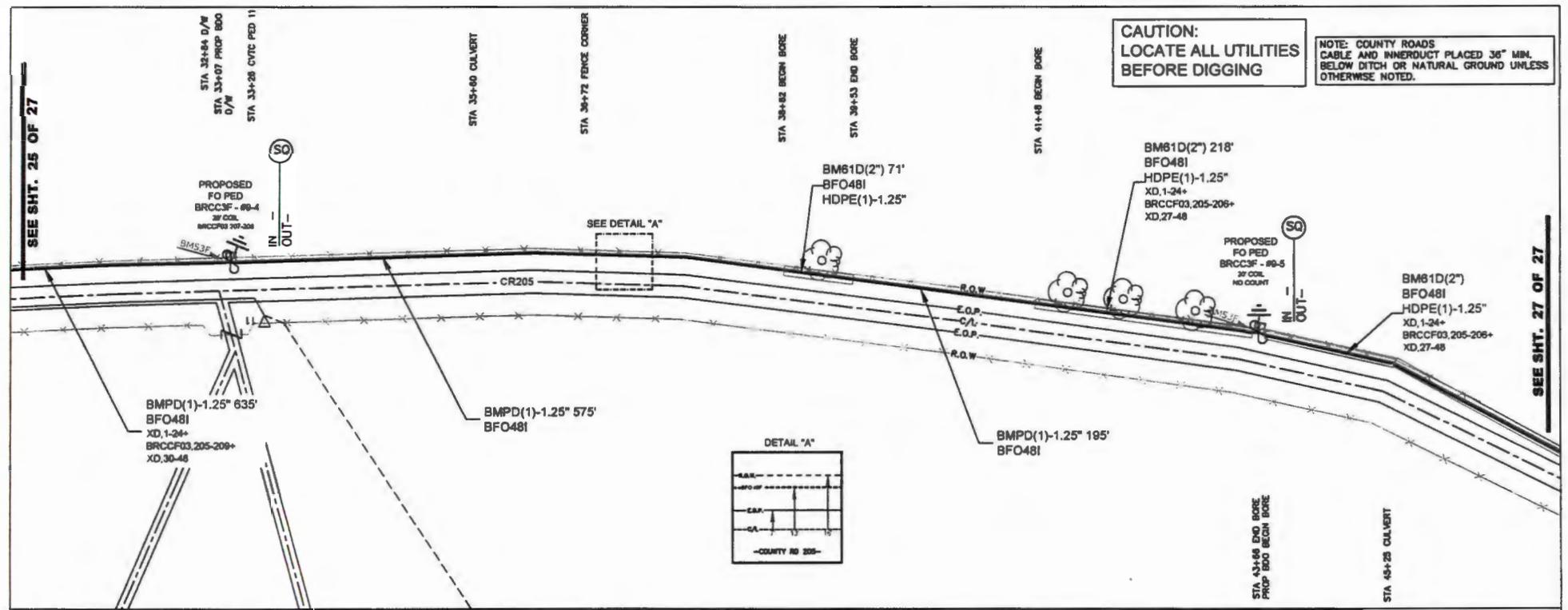
SEE SHT. 26 OF 27

SEE SHT. 24 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PEL NO.	BHF 30K48DC6	BM2(1/2)S	BOC4R) FIBER PED	BM2(DG7) DEPTH 15'	BM2(DG7) DEPTH 30'	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOB	SEBOB COIL	BFO48I	BFO48IE	BFO48 COIL	W-UD	W-BHF	H8FO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING	
							635															
BRCC3F PED#9-4		1	1								822		20				1					
							575															
TREE					71	71																
								195														
							218	218														
BRCC3F PED#9-5		1	1								1059		20				1					
TOTAL	0	0	2	2	0	289	289	1405	0	0	0	1881	0	40	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC

TAS Telephone Access Services, Inc.
 2018 Glenn Barker Dr.
 San Marcos, TX, 78686
 Phone: (512) 784-8110
 Fax: (512) 784-8127

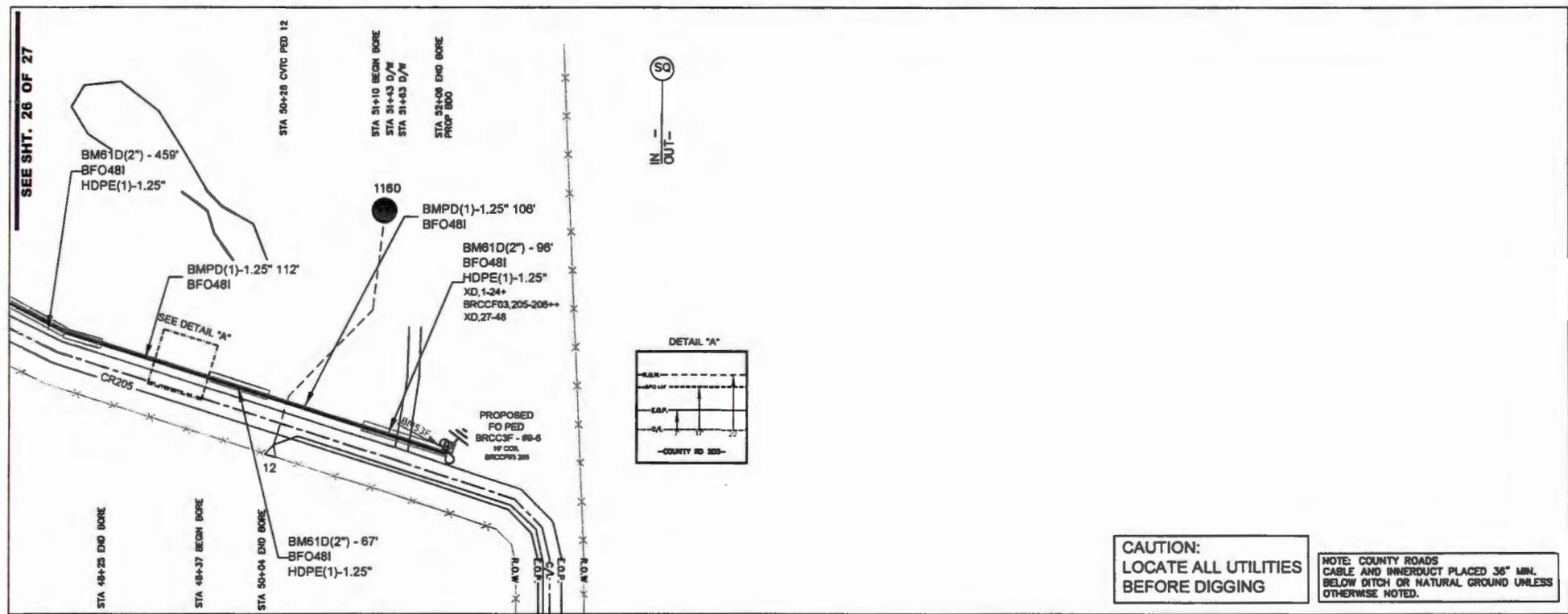
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 20 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HI/PPED NO.	BMP 30X48X36	BM2(1/2)S	BDC4(R) FIBER PED	BM61D(2') DEPTH 60"	BM61D(2') DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOR	SEBOR COIL	BFO48I	BFO48E	BFO48 COIL	W-UD	W-BHF	HBFO	BMS3F	BM55F	BM56F	SUB NO	TREE TRIMMING	
BRUSH					459	459		112														
TREE					67	67		106														
BRCC3F-PED#3-6		1	1		96	96				840		10					1					
TOTAL	0	0	1	1	0	622	622	218	0	0	0	840	0	10	0	0	0	1	0	0	0	0

CAUTION: LOCATE ALL UTILITIES BEFORE DIGGING

NOTE: COUNTY ROADS CABLE AND INNERDUCT PLACED 36" MIN. BELOW DITCH OR NATURAL GROUND UNLESS OTHERWISE NOTED.

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC

TAS Telephone Access Systems, Inc.
 2819 Clark Baker Dr.
 San Marcos, TX, 78666
 Phone: (512)748-0120
 Fax: (512)748-0157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE



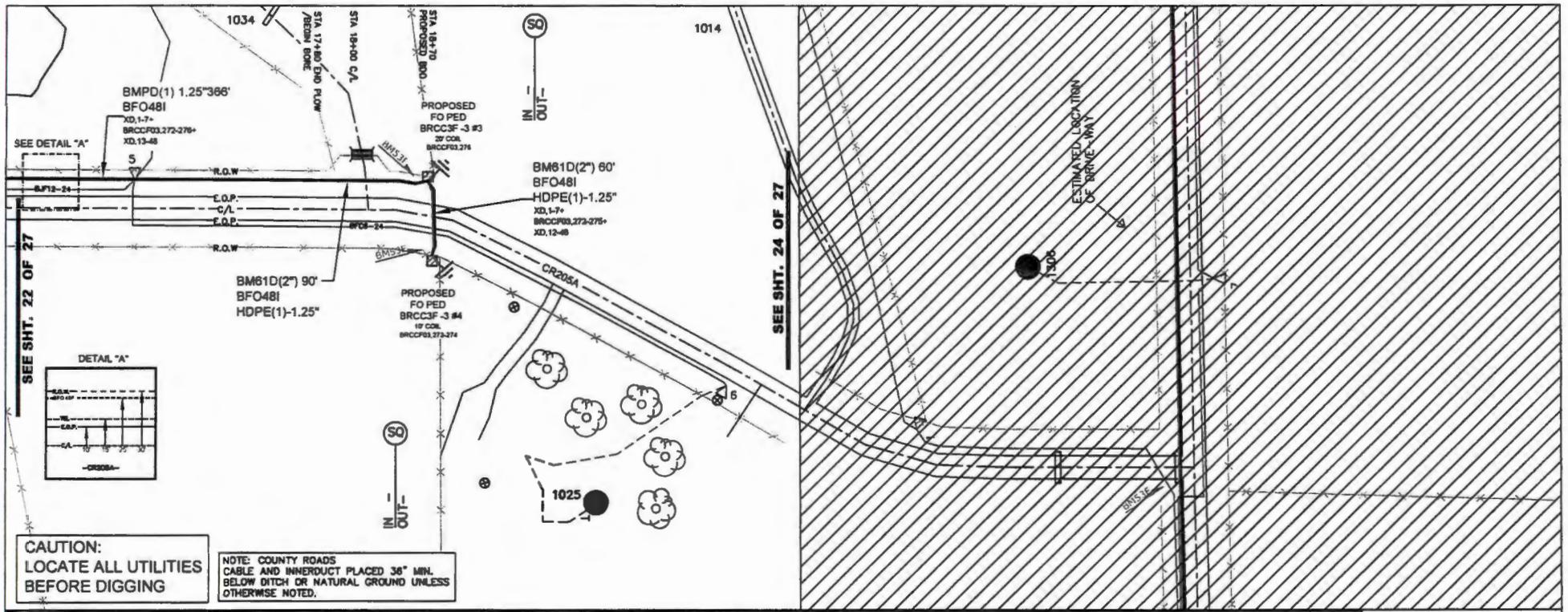
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



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

August 14, 2023



**CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING**

**NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.**

HH/PEP NO.	BHF 302462C8	BM2(1/2)5	SDCM(R) FIBER PED	BMPD 1-1.25' DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BM61D(2') 60" BFO48I DEPTH 36"	BM61D(2') 90" BFO48I DEPTH 60"	BMPD 1-0.75' DEPTH 36"	SEB08I	SEB08I COIL	BFO98I	BFO48I	BFO48I COIL	W-UD	W-BHF	H8FD	BMS3F	BM55F	BM55F	SUB NO	TREE TRIMMING	
				542		90	90															
BRC2F-3 PEDM3		1	1									632	20				1					
CR205A					60	60																
BRC2F-3 PEDM4		1	1									60	10				1					
TOTAL	0	0	2	2	542	150	150	0	0	0	0	692	30	0	0	0	2	0	0	0	0	0

**Colorado Valley
Telephone Coop Inc.**

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F-3

TAS Telephone Access Systems, Inc.
 2018 Chaska Station Dr.
 Chaska, MN 55318
 Phone: (612) 754-4150
 Fax: (612) 754-4157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 23 OF 27

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

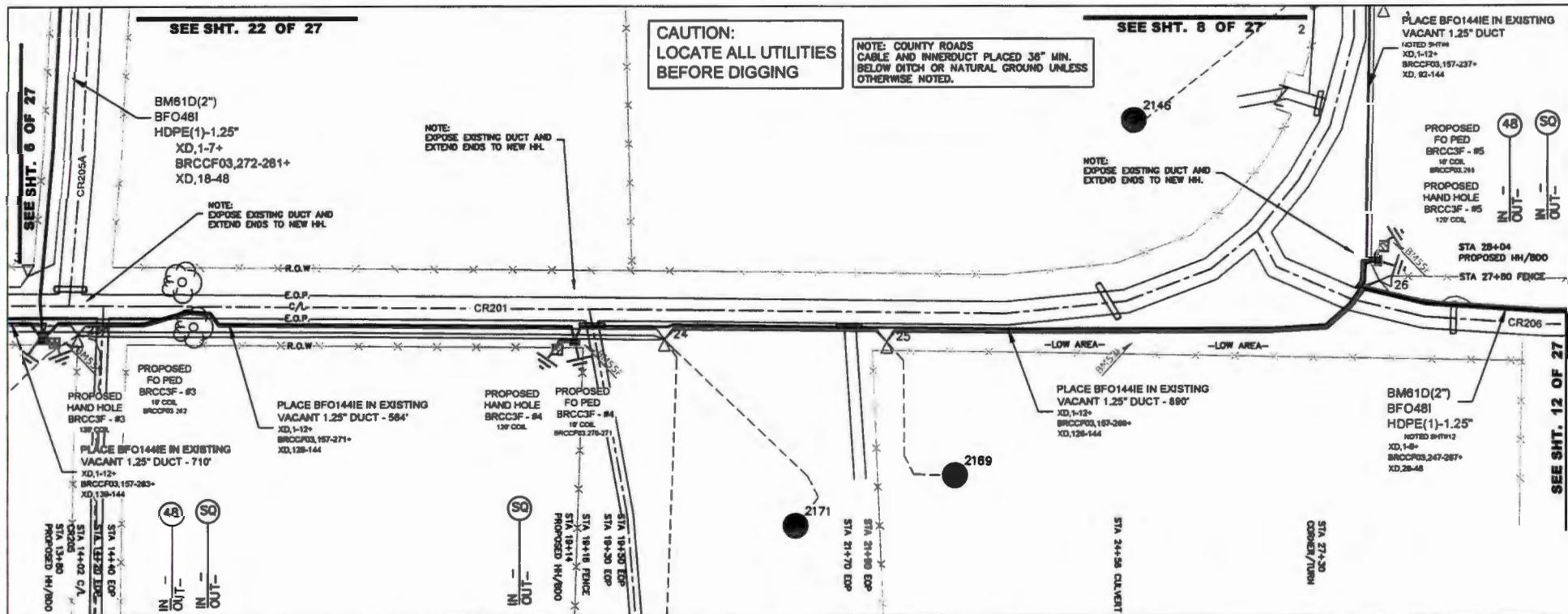
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HPED NO.	BNF 30X48X36	BM2(1/2)(5)	BOOK(R) FIBER PED	BMPD 1-1.25' DEPTH 36"	BFO144I	BFO48I COIL	BMPD 1-0.75' DEPTH 36"	SEB08I	SEB08I COIL	BFO06I	BFO144IE	BFO144I COIL	W-UD	W-BNF	HBFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
IRCC3F HM#3	1	1				60			60		710	120	1				1			
IRCC3F PED#3		1	1				10	10	10											
IRCC3F HM#4	1	1							60		564	120	1				1			
IRCC3F PED#4		1	1				10	10	10											
ULVERT																1				
IRCC3F HM#5	1	1				60			60		890	120	1				1			
IRCC3F PED#5		1	1				10	10	10											
TOTAL	3	0	6	3	0	0	120	30	30	210	0	2164	360	3	0	0	1	3	0	0

Colorado Valley Telephone Coop inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC3F

TAS Telephone America Services Inc.
 2010 Shreve Street Dr.
 San Marcos, TX 78666
 Phone: (512)724-8110
 Fax: (512)724-8107

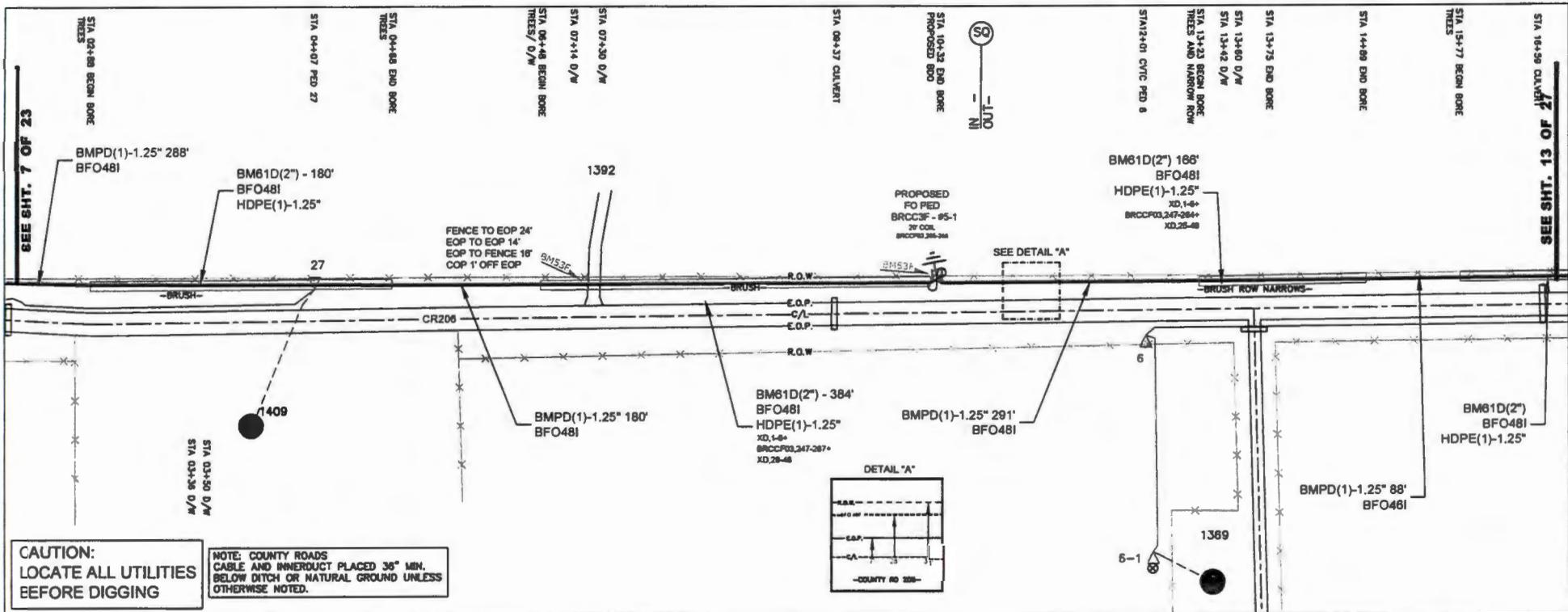
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 7 OF 27

MINUTES OF THE COLORADO COUNTY

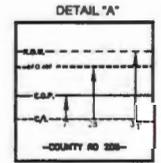
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.



HH/PID NO.	BHF 30X45X36	BM2(1/2/5)	BCC4(R) FIBER PED	BM81D(2) DEPTH 60"	BM81D(2) DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBORI	SEBORI COIL	BFO48I	BFO48 COIL	BFO88E	W-UJ	W-BHF	HSPO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING	
						288																
BFUSH					180	180																
DRIVEWAY CULVERT					384	384											1					
BRC3F PED#5-1		1	1								1032	20					1					
							291															
BFUSH					166	166																
							88															
TOTAL	0	0	1	1	0	730	730	847	0	0	0	1032	20	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY COLORADO
ROUTE BRCC

TAS Telephone Access Services, Inc.
2819 Shaw Street Dr.
San Marcos, TX 78666
Phone: (512)754-8100 Fax: (512)754-8107

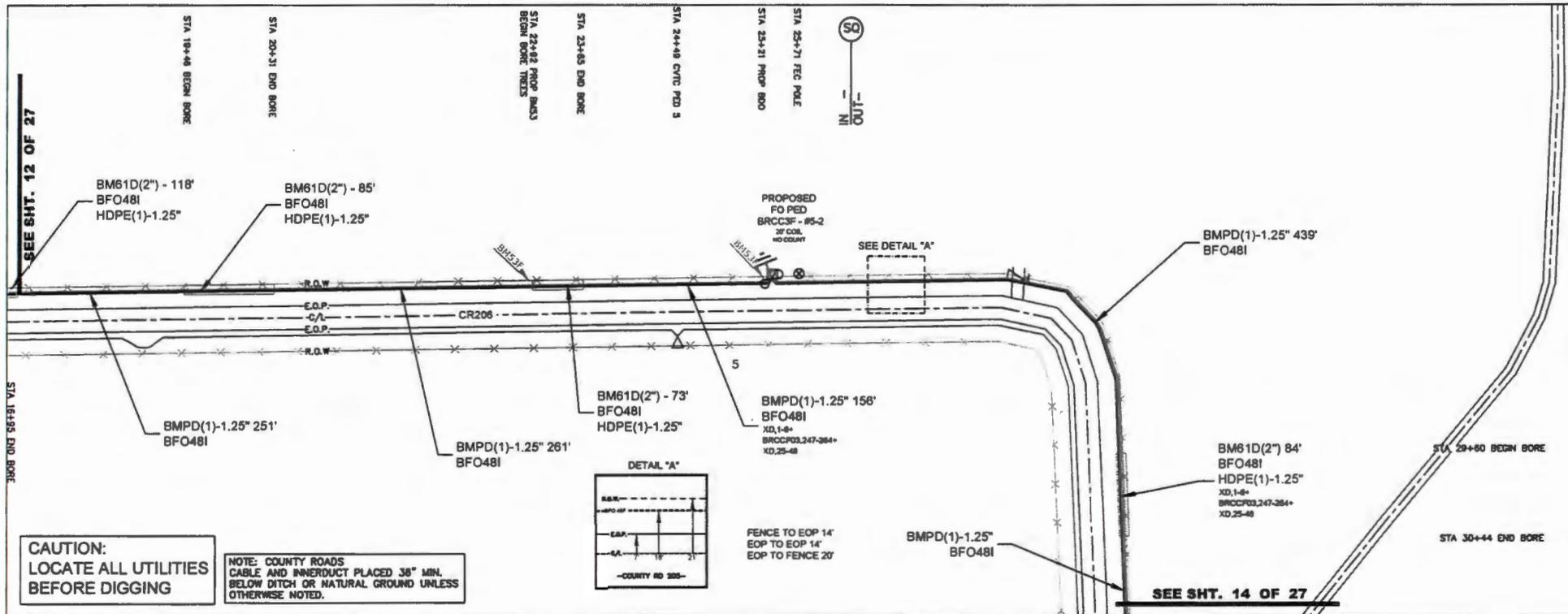
BY: TAB
JOB NO. 31-1230180
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 12 OF 27

MINUTES OF THE COLORADO COUNTY

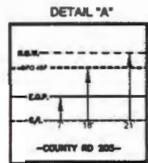
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.



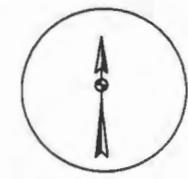
HH/PEL NO.	BWF 30X48DC6	BM2(1/2)5	BDM(R) FIBER PED	BM51D(2') DEPTH 36"	BM51D(2') DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBORI	SEBORI COIL	BFO48I	BFO48IE	BFO48 COIL	W-UD	W-SHF	HBFO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING	
BRUSH				118	118																	
							251															
BRUSH				85	85																	
							261															
BRUSH				73	73												1					
							156															
BRCC3F PED#5-2		1	1								1486		20									
							439															
BRUSH				84	84																	
TOTAL	0	0	1	1	0	360	360	1107	0	0	0	1486	0	20	0	0	0	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone America Services, Inc.
2010 Clow Street Dr.
San Antonio, TX 78208
Phone: (512) 754-9150
Fax: (512) 754-9157

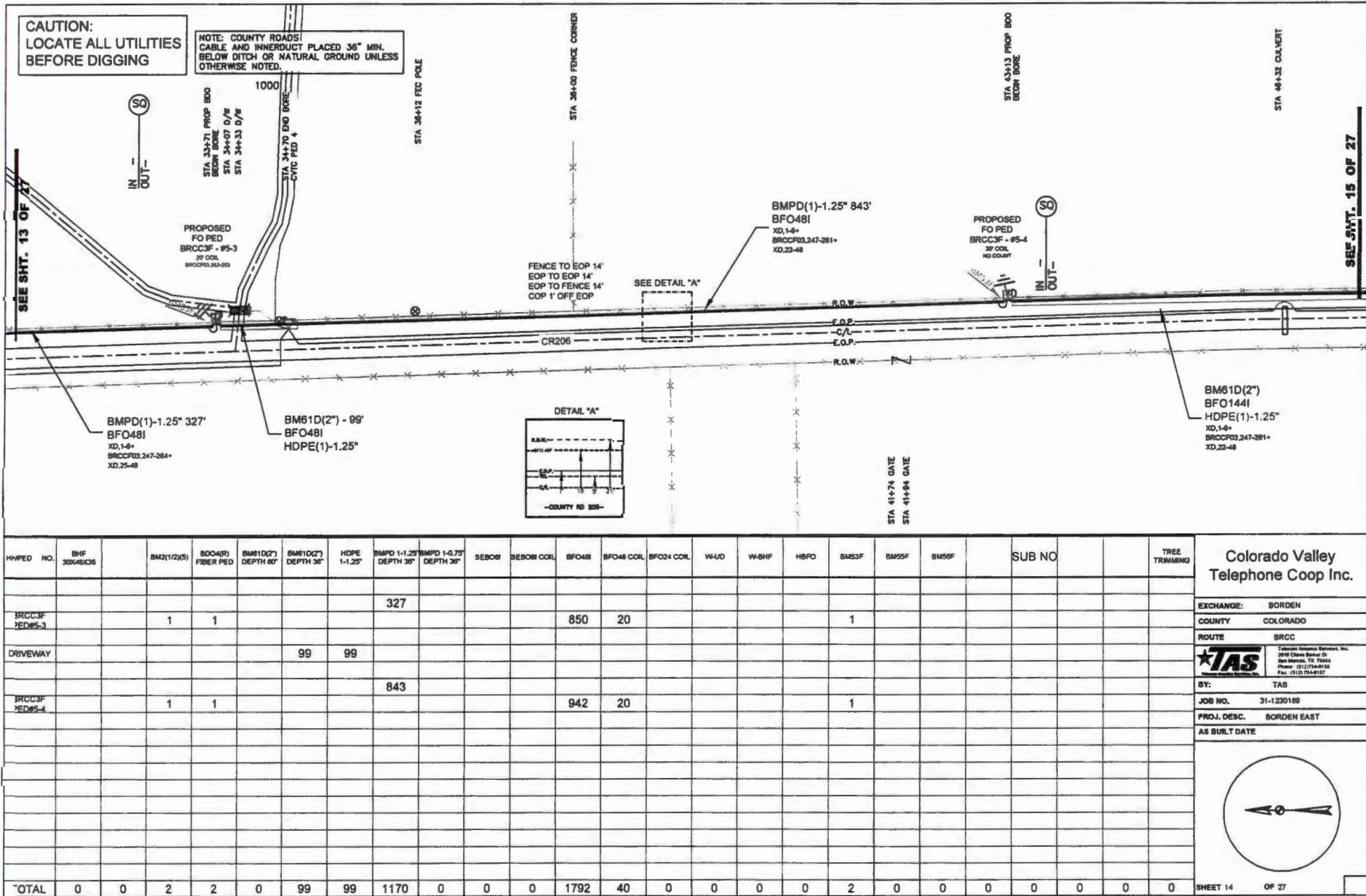
BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE



SHEET 13 OF 27

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HYPED NO.	BHF 30X48X36	BM2(1/2)5	BDO4(R) FIBER PED	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25 DEPTH 36"	BMPD 1-0.75 DEPTH 36"	SEB08	SEB08 COIL	BFO48	BFO48 COIL	BFO24 COIL	W-UD	W-BHF	HBFO	BM53F	BM55F	BM55F	SUB NO	TREE TRIMMING
							327				850	20					1				
DRIVEWAY				99	99																
							843				942	20					1				
TOTAL	0	0	2	2	0	99	99	1170	0	0	1792	40	0	0	0	0	2	0	0	0	0

**Colorado Valley
Telephone Coop Inc.**

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Access Services, Inc.
3919 Chasler Banker Dr.
San Marcos, TX 78666
Phone: (512)784-8158
Fax: (512)784-8157

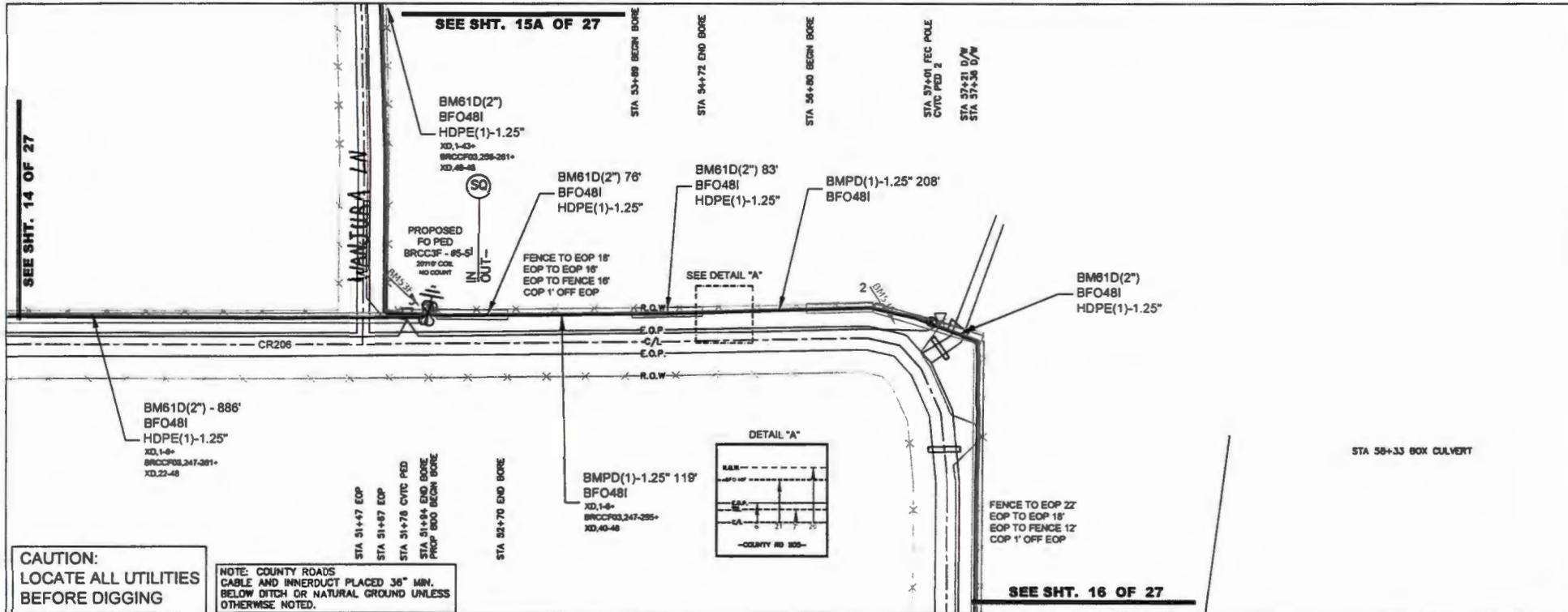
BY: TAS
JOB NO. 31-1230188
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 14 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

HM/PED NO.	SHF 20X48DC36	BM2(1/2)(5)	BDO4(R) FIBER PED	BM51D(2) DEPTH 60"	BM51D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25 DEPTH 36"	BMPD 1-0.75 DEPTH 36"	SEBO8I	SEBO8I COIL	BFO48I	BFO48I COIL	BFO24 COIL	W-UD	W-BHF	H8FD	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING	
BRUSH				886	886																	
BRCC3F PED#5-5		1	1								886	30					1					
BRUSH				76	76																	
							119															
BRUSH				83	83																	
							208															
BRUSH																	1					
TOTAL	0	0	1	1	0	1045	1045	327	0	0	0	886	30	0	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Access Services, Inc.
2018 Chas. Baker Dr.
San Antonio, TX 78244
Phone: (214) 744-8110
Fax: (214) 744-8127

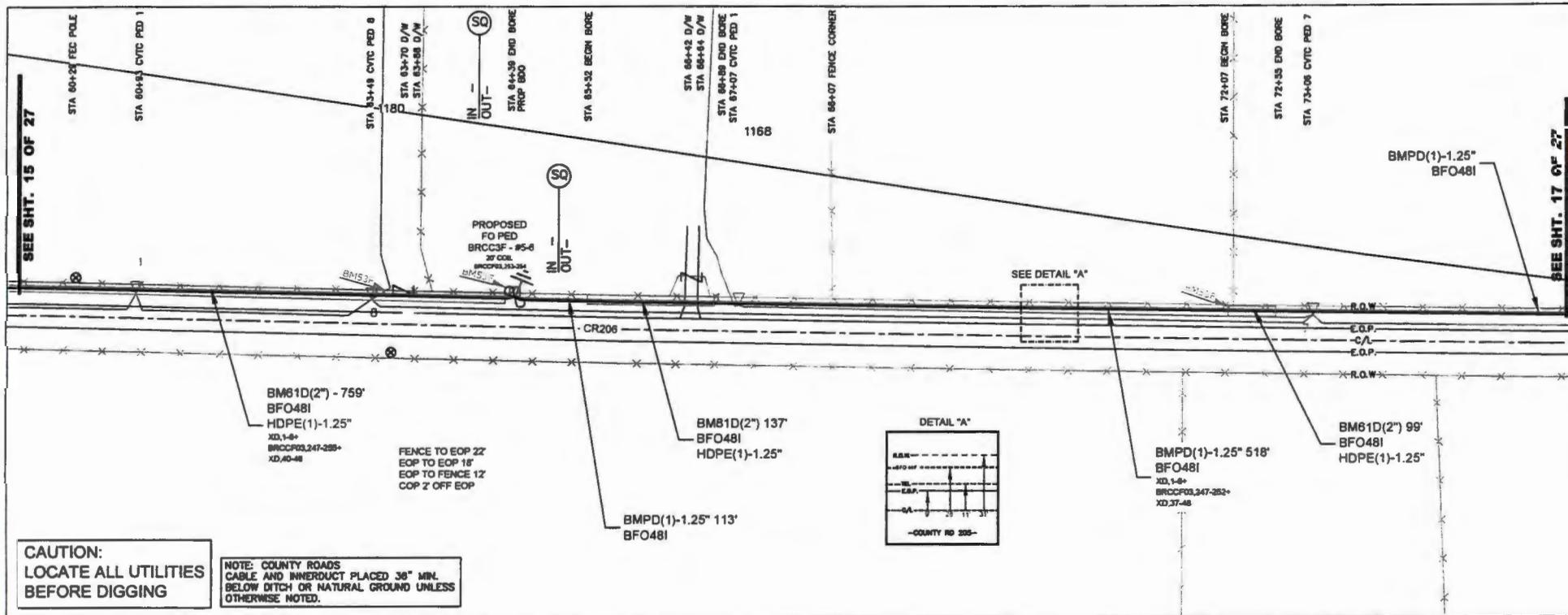
BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 15 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36\"/>

HWYPED NO.	SHF 30X48DC38	BM2(1/2)S	BDM(R) FIBER PED	BM1D(2) DEPTH 60"	BM1D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOR	SEBOR COIL	BFO48	BFO48E	BFO48 COIL	W-UD	W-BHF	HSFO	BMS3F	BM55F	BM56F	SUB NO	TREE TRIMMING
BRUSH/CULVERT				759	759												1				
BRCC3F-PED#5-6		1	1								1245		20				1				
							113														
BRUSH				137	137																
							518														
FENCE CORNER				99	99												1				
TOTAL	0	0	1	1	0	995	995	631	0	0	0	1245	0	20	0	0	3	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS
Telephone Access Systems, Inc.
2019 Olsen Boulevard
San Marcos, TX 78666
Phone (512) 784-8152
Fax (512) 784-8157

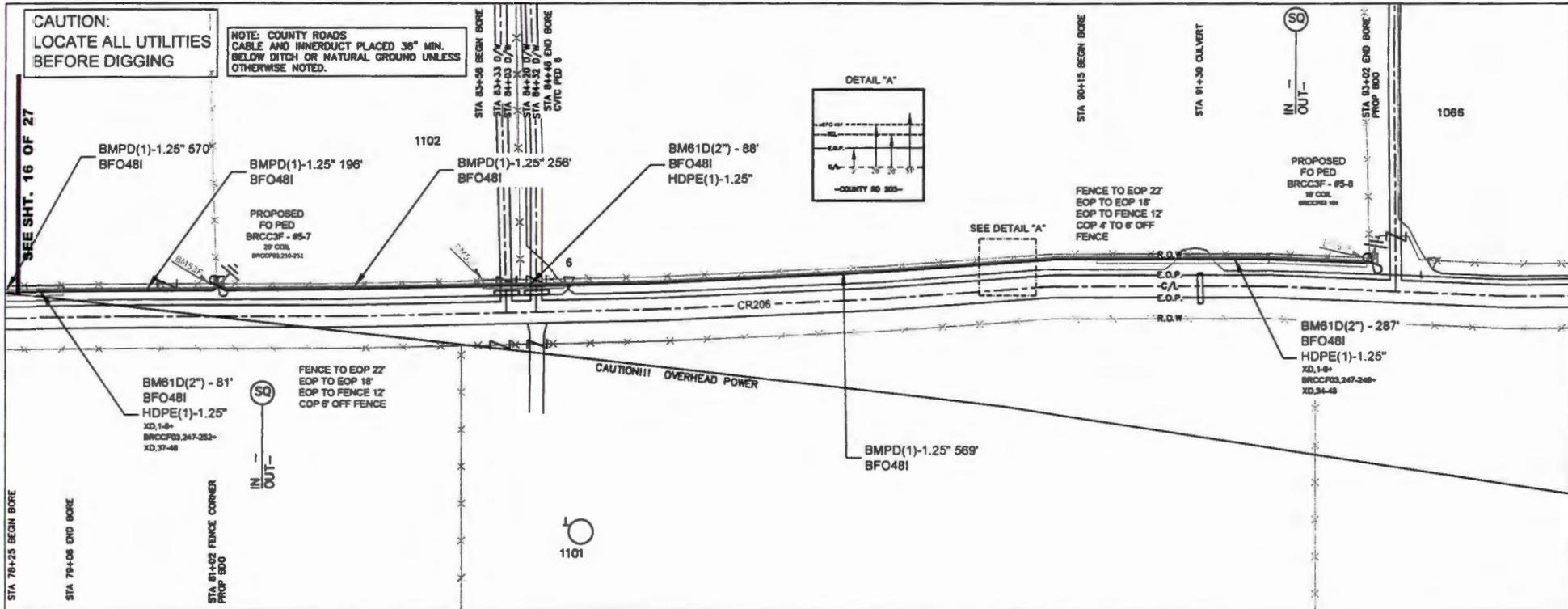
BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 16 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	BHF 30X45DC3	BM2(1/2)(5)	BDM(1) FIBER PED	BM91D(2) DEPTH 60"	BM91D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEB06I	SEB08I COIL	BFO48I	BFO48E	BFO48 COIL	W410	W-BHF	HSFO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING	
							570															
BRUSH				81	81																	
							196															
BRCC3F PED#5-7		1	1								1714		20					1				
							256															
DRIVEWAY					88	88																
BRUSH/ CULVERT BRCC3F PED#5-7		1	1		287	287					1200		10					1				
TOTAL	0	0	2	0	456	456	1591	0	0	0	2914	0	30	0	0	0	0	2	0	0	0	

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC

TAS
 Telephone Services, Inc.
 2018 Chama Parkway Dr.
 San Marcos, TX 78666
 Phone: (512) 784-9419
 Fax: (512) 784-9187

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 17 OF 27

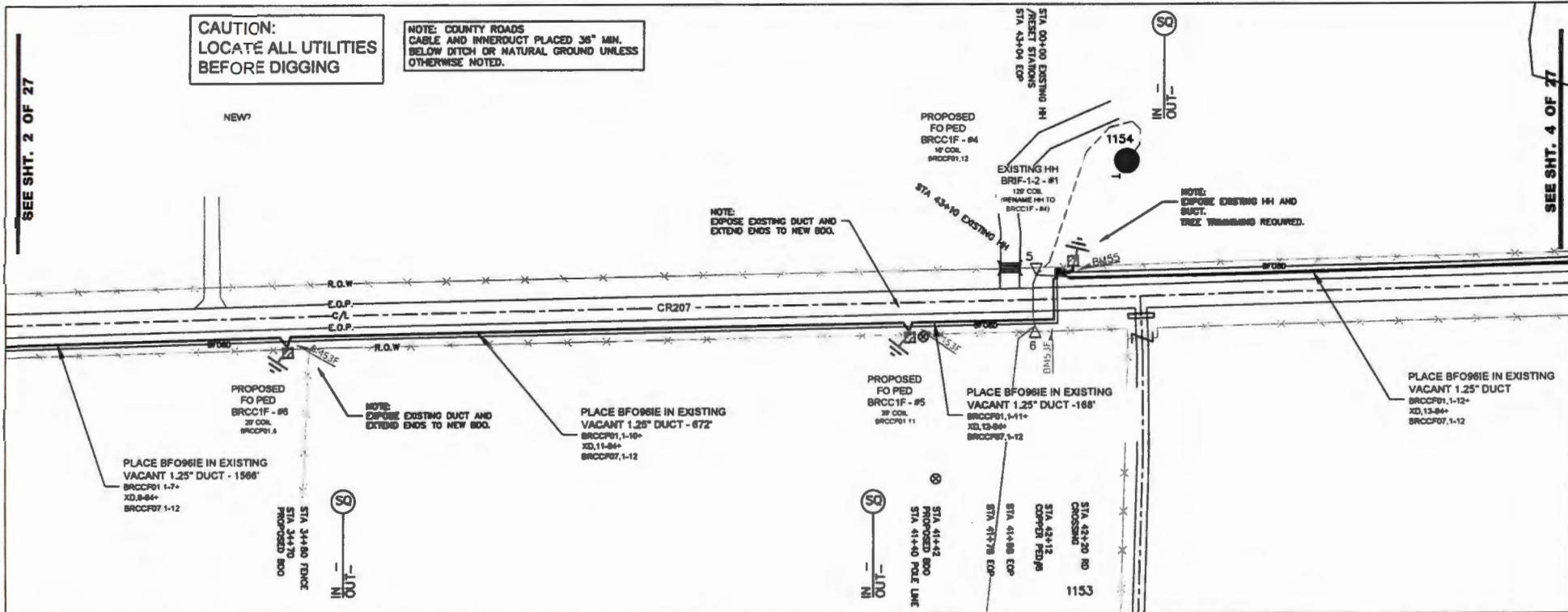
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HPED NO.	BHF 30X40X36	BM2(1/2)(5)	200(4)(1) RIBER PED	BM81D(2) DEPTH 60"	BM81D(2) DEPTH 36"	HOPE 1-1.25"	BMPO 1-1.25" DEPTH 36"	BMPO 1-0.75" DEPTH 36"	SEB08	SEB08 COIL	BFO98	BFO98E	BFO98 COIL	W-40	W-BHF	HBPO	BM53F	BM55F	BM56F	SUB NO	TREE TRIMMING
BRCC1F PED#6		1	1									1566	20	1			1				
BRCC1F PED#5		1	1									672	20	1			1				
CR207																	1				
(BRCC1F H#84) BRCC1F PED#4	EXISTING								60			168	120		1			1			20
		1	1					10	10	10											
TOTAL	0	0	3	3	0	0	0	10	10	70	0	2406	160	2	1	0	3	1	0	0	20

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC

TAS Telephone America Services, Inc.
 2919 Chase Street Dr
 San Antonio, TX 78242
 Phone: (512)754-9150
 Fax: (512)754-9157

BY: TAS
 JOB NO. 31-1230180
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 3 OF 27

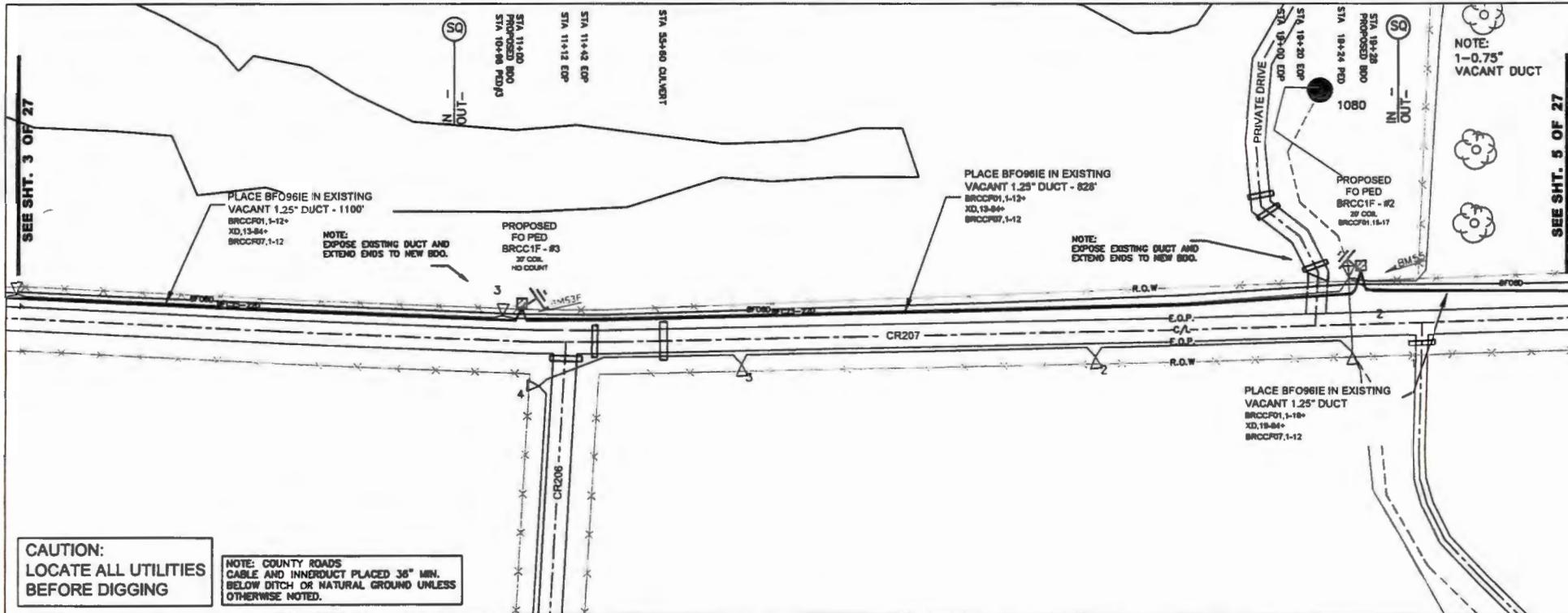
SEE SHT. 2 OF 27

SEE SHT. 4 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

HH/PED NO.	BHF 30X48X36	BM2(1/2)(5)	BDO4(R) FIBER PED	BM81D(2) DEPTH 60"	BM81D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBORI	SEBORI COIL	BFO96I	BFO96IE	BFO96 COIL	W-LD	W-BHF	HBPO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING	
BRCCT1F PED#3		1	1									1100	20	1			1					
CULVERT																	1					
BRCCT1F PED#2		1	1								828	20	1				1					
DW																						
TOTAL	0	0	2	2	0	0	0	0	0	0	0	1928	40	2	0	0	3	0	0	0	0	0

Colorado Valley
Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Answer Services, Inc.
2015 Clark Center Dr
San Marcos, TX 78666
Phone: (512)754-9155
Fax: (512)754-9157

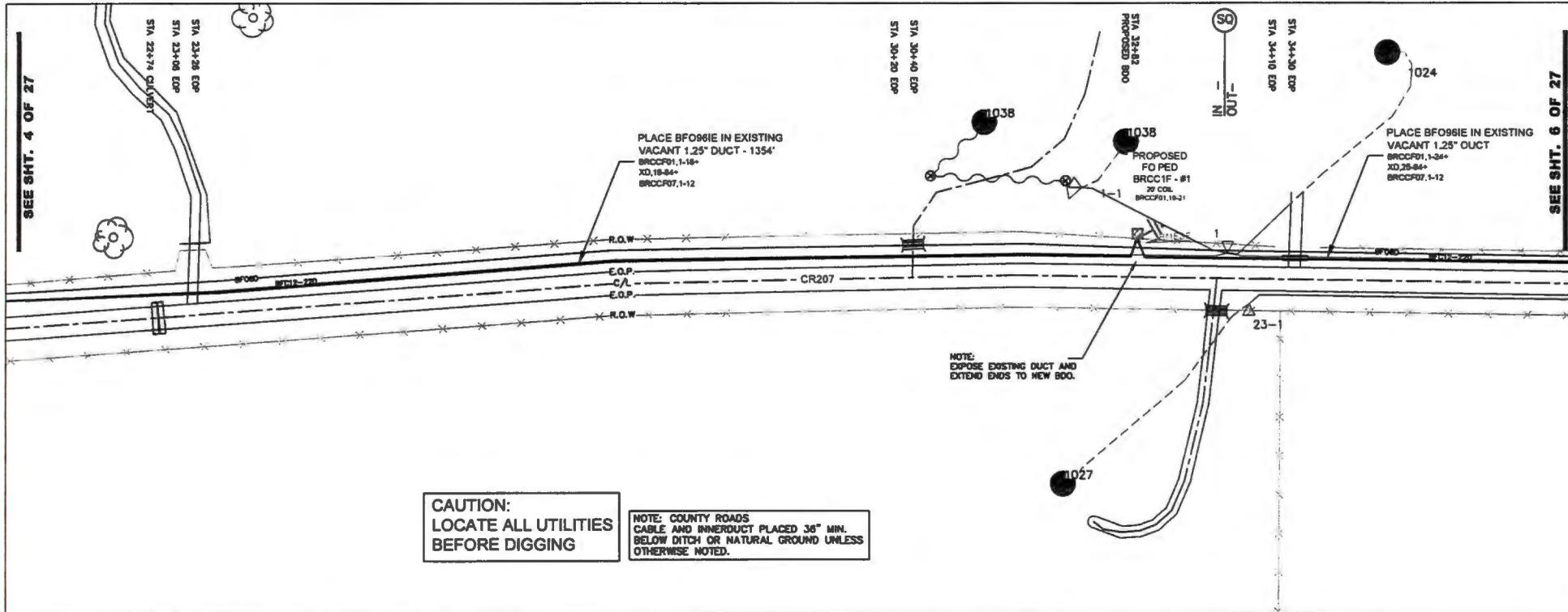
BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 4 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	BHF 30X48X36	BM2(1/2)S	BCC4(R) FIBER PED	BM81(DG) DEPTH 60"	BM81(DG) DEPTH 36"	HDPE 1-1.25'	BMPO 1-1.25' DEPTH 36"	BMPO 1-0.75' DEPTH 36"	SEBOR	SEBOR COIL	BFO8E	BFO8IE	BFO8E COIL	W-UD	W-BHF	HBFO	BMS3F	BM55F	BM56F	SUB NO	TREE TRIMMING	
CULVERT																	1					
BRCCTF PED#1			1	1							1354	20	1				1					
DW																						
TOTAL	0	0	1	1	0	0	0	0	0	0	0	1354	20	1	0	0	2	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC1F

TAS Telephone Access Systems, Inc.
 2979 Chiswick Ranch Dr.
 San Marcos, TX 78666
 Phone: (512)764-9129
 Fax: (512)764-9127

BY: TAS
 JOB NO. 31-1230169
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 5 OF 27

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

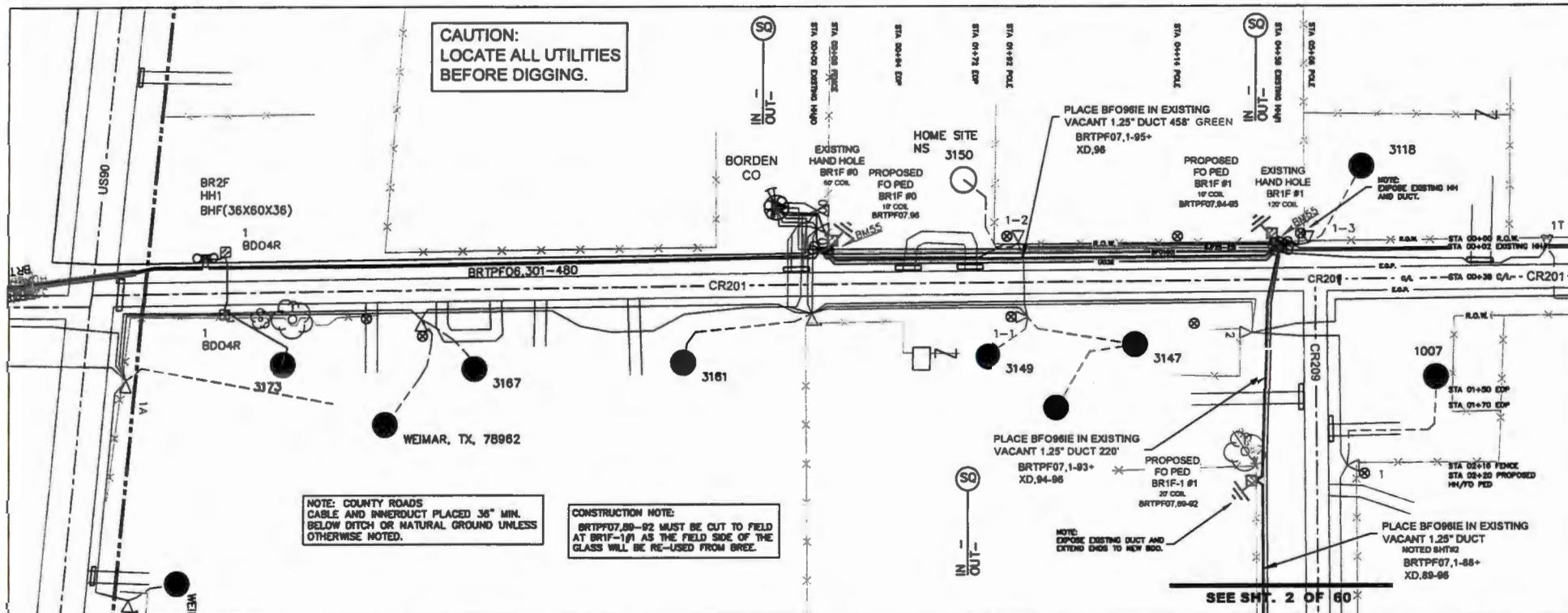
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HYPED NO.	BHF 30X48X36	BM2(1/2X3)	BDO4R(1) FIBER PED	BM1DC(1) DEPTH 60"	HOPE 1-1.25"	BMPO 1-1.25" DEPTH 36"	BMPO 1-0.75" DEPTH 36"	SEBOR	SEBOR COIL	BFO98E	BFO96 COIL	W-UD	W-BHF	H8FO	BMS3F	BMS5F	BMS6F	SUB NO
BORDEN CO																		
BR1F HH800 BR1F PED800	EXISTING	1	1			10	10	10			60		1			1		
BR1F HH81 BR1F PED81	EXISTING	1	1			10	10	10		458	120		1			1		
BR1F-1 PED#1		1	1							220	20	1			1			
TOTAL	0	0	3	3	0	0	0	20	20	20	678	200	1	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BR1F-1

TAS Telephone Answer Services, Inc.
 2111 Clear Fork Dr.
 San Marcos, TX 78666
 Phone: (512) 784-8028
 Fax: (512) 784-8127

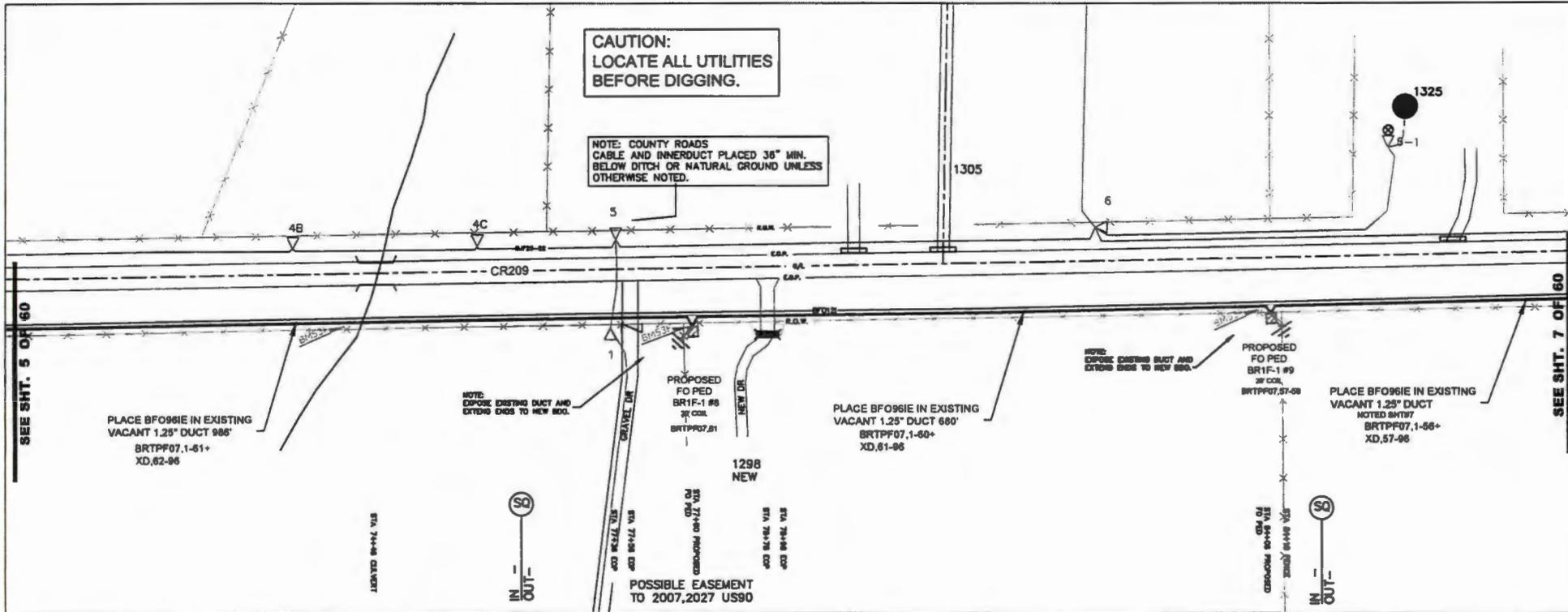
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 1 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HL/PED NO.	BHF 30X48X36	BM2(1/2)S	BDC4(R) FIBER PED	BM81DQ7 DEPTH 60"	NDPE 1-1.25"	BMPO 1-1.25" DEPTH 36"	BMPO 1-0.75" DEPTH 36"	SEB08I	SEB08I COIL	BFO96IE	BFO96I COIL	W-UD	W-BHF	HBPO	BMS3F	BMS5F	BMS6F	SUB NO
CULVERT															1			
BRTF-1 PED08		1	1							986	20	1			1			
BRTF-1 PED09		1	1							620	20	1			1			
TOTAL	0	0	2	2	0	0	0	0	0	1606	40	2	0	0	3	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRTF-1

TAS Telephone Access Systems, Inc.
 2010 Glenn Street Dr.
 San Marcos, TX 78666
 Phone: (512)756-8130
 Fax: (512)754-8107

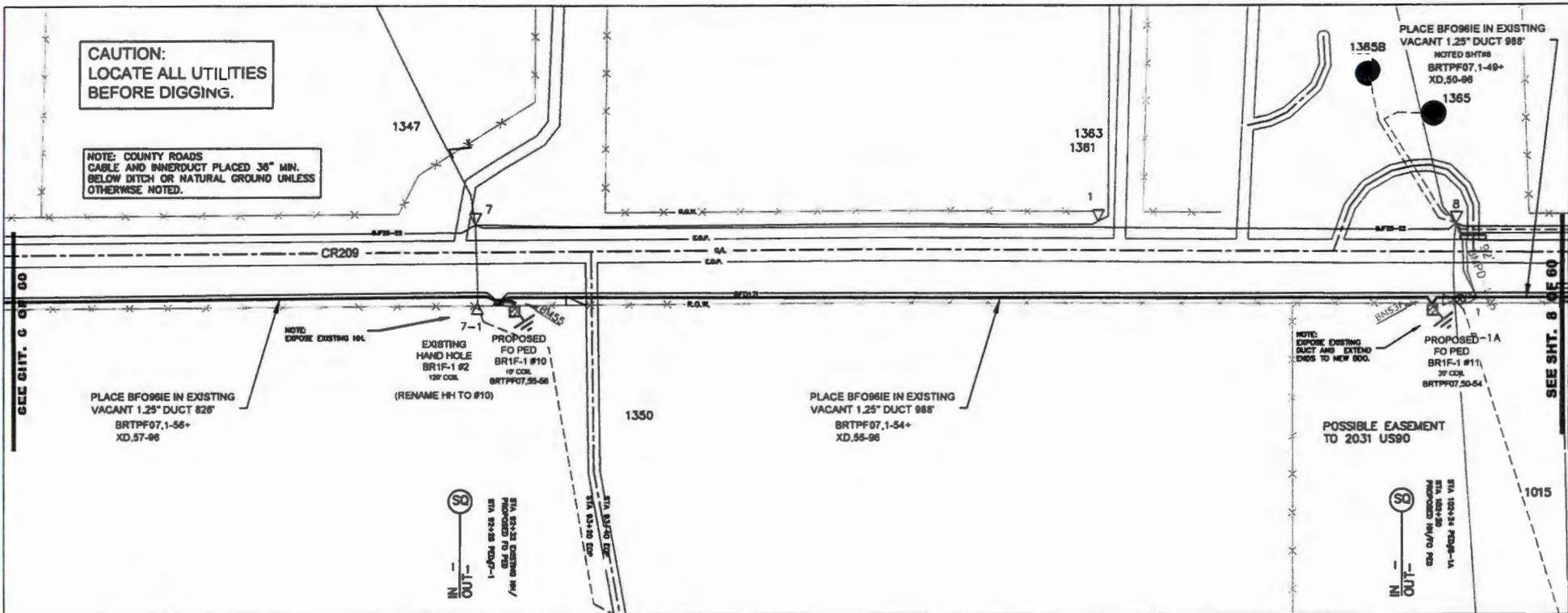
BY: TAS
 JOB NO. 31-1230100
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 6 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PD NO.	BHF 30X48X36	BM2(1/2)5	BDC4(R) FIBER PED	BM81DG2) DEPTH 60"	HOPE 1-1.25"	BMPO 1-1.25" DEPTH 36"	BMPO 1-0.75" DEPTH 36"	SEBOR	SEBOR COIL	BFO88E	BFO96 COIL	W-UD	W-BHF	HBPO	BM53F	BM55F	BM56F	SUB NO				
BR1F-1 PID#10	EXISTING	1	1			10	10	10		826	120		1			1						
BR1F-1 PID#11		1	1							988	20	1			1							
TOTAL	0	0	2	2	0	0	0	10	10	814	140	1	1	0	0	1	1	0	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BR1F-1

TAS Telephone Access Services, Inc.
 2919 Clouse Street Dr.
 San Marcos, TX 78666
 Phone: (512)784-6120
 Fax: (512)784-6127

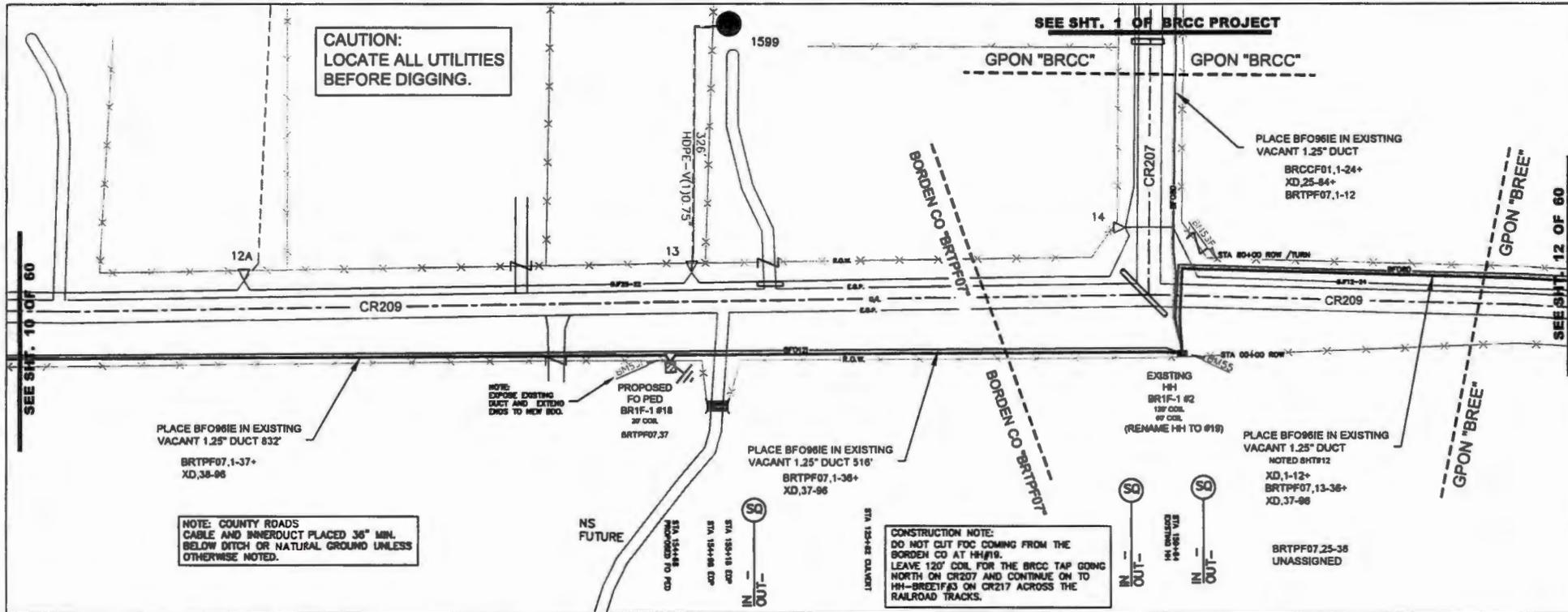
BY: TAB
 JOB NO. 31-1230186
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 7 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HWYPED NO.	BHF 30X4808	BM2(1/2)(5)	BDO4(R) FIBER PED	BM61D(2) DEPTH 60"	BMPD 1-0.75' DEPTH 36"	SEBORI	SEBORI COIL	BFO8RIE	BFO98 COIL	BFO144 COIL	VAUD	V-BHF	BMS3F	BMS5F	BMS6F	SUB NO
			1	1				832	20	1			1			
								516	180		1			1		
													1			
TOTAL	0	0	1	1	0	0	0	1348	200	0	1	1	0	0	2	1

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BR1F-1

TAS Telephone Access Systems, Inc.
 2918 Glavin Street Dr.
 San Marcos, TX 78666
 Phone: (512)754-8157
 Fax: (512)754-8157

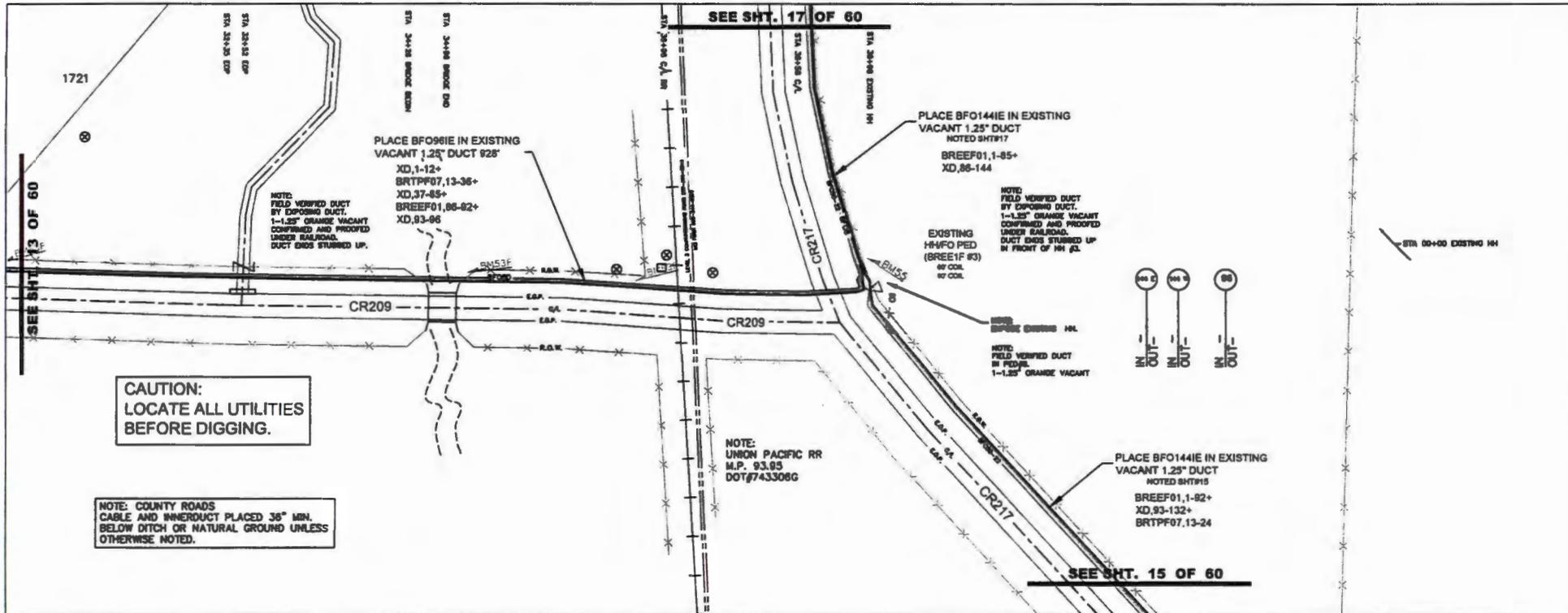
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 11 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HHPPED NO.	BHF 30X40X30	BM2(1/2)(5)	BDC4(R) FIBER PED	BMS1D(2) DEPTH 60"	BMPD 1-1.25' DEPTH 30"	BMPD 1-0.75' DEPTH 30"	SEB08I	SEB08I COIL	BFO144 COIL	BFO98IE	BFO98 COIL	W-BHF	W-UD	HBFO	BM53F	BM55F	BM56F	SUB NO
BRIDGE															1			
RR															1			
BREEIF (HMS)	EXISTING							120	928	60		1				1		
TOTAL	0	0	0	0	0	0	0	120	928	60	0	1	0	0	2	1	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEIF

TAS Telephone Access Services, Inc.
 2619 Chalmers Street Dr.
 San Antonio, TX 78244
 Phone: (214) 794-9110
 Fax: (214) 794-6157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 14 OF 60

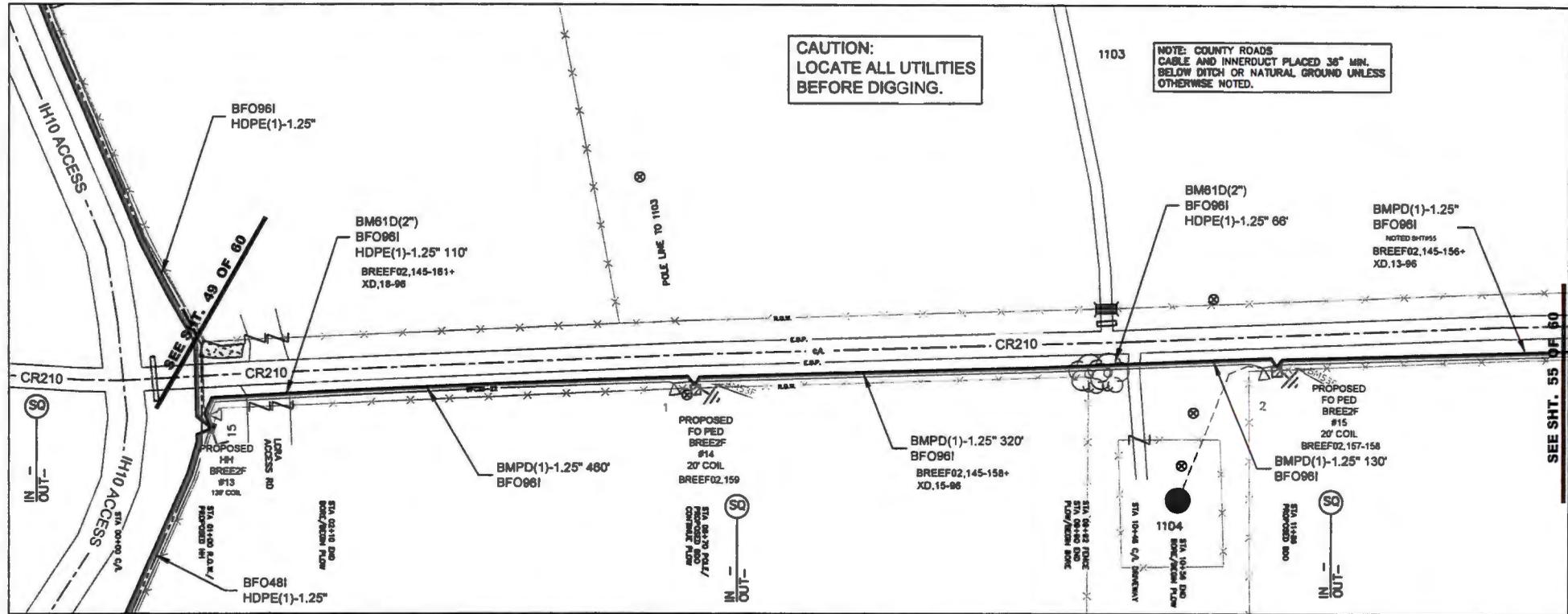
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



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

August 14, 2023



HN/PED NO.	BHF 30x48DC6	BM2(1/2)5	BDO4(R) FIBER PED	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 36"	HOPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEB051	SEB081 COIL	BFO481	BFO481E	BFO481 COIL	W-1J1	W-BHF	HBF0	BM33F	BM55F	BM55F	SUB NO	
BREEZF HMF13	NOTED				110	110							60								
DW							460						770	20			1				
BREEZF PED#14		1	1				320														
DW					60	60															
							130														
CR213																					
BREEZF PED#15		1	1									510	20				1				
TOTAL	0	0	2	2	0	170	170	910	0	0	0	1280	0	100	0	0	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEZF

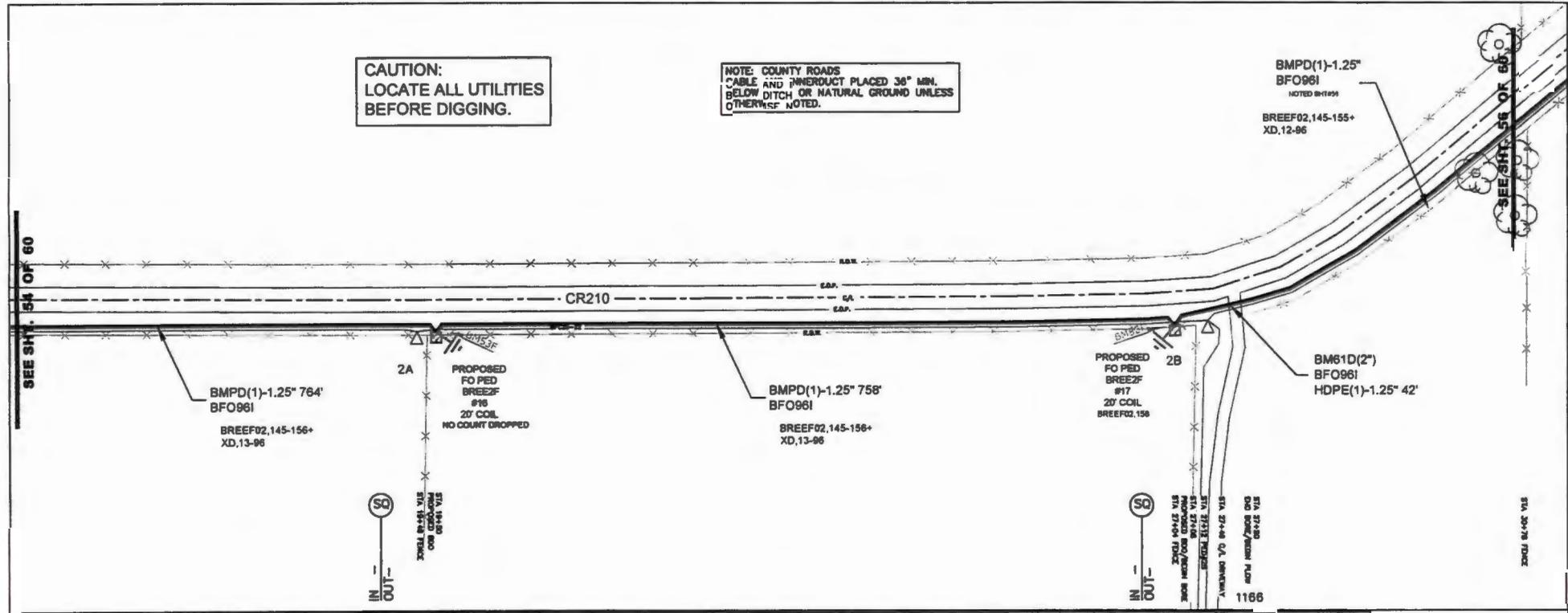
TAS Telephone Access Services, Inc.
 2919 Chase Baker Dr
 San Marcos, TX 78666
 Phone: (512) 754-9110
 Fax: (512) 754-9157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 54 OF 60

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

August 14, 2023



HMPED NO.	BHF 30X48X36	BM2(1/2)S	B004(R) FIBER PED	BM51D(2) DEPTH 60"	BM51D(2) DEPTH 36"	HOPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEB0B1	SEB0B1 COIL	BFO4B1	BFO4B1E	BFO4B COIL	W-UD	W-BHF	H8FC	BM53F	BM55F	BM56F	SUB NO	
							674														
BREEZF PED#16		1	1								674		20					1			
							758														
BREEZF PED#17		1	1								758		20					1			
DW					42	42															
TOTAL	0	0	2	2	0	42	42	1432	0	0	1432	0	40	0	0	0	2	0	0	0	0

**Colorado Valley
Telephone Coop, Inc.**

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BREEZF

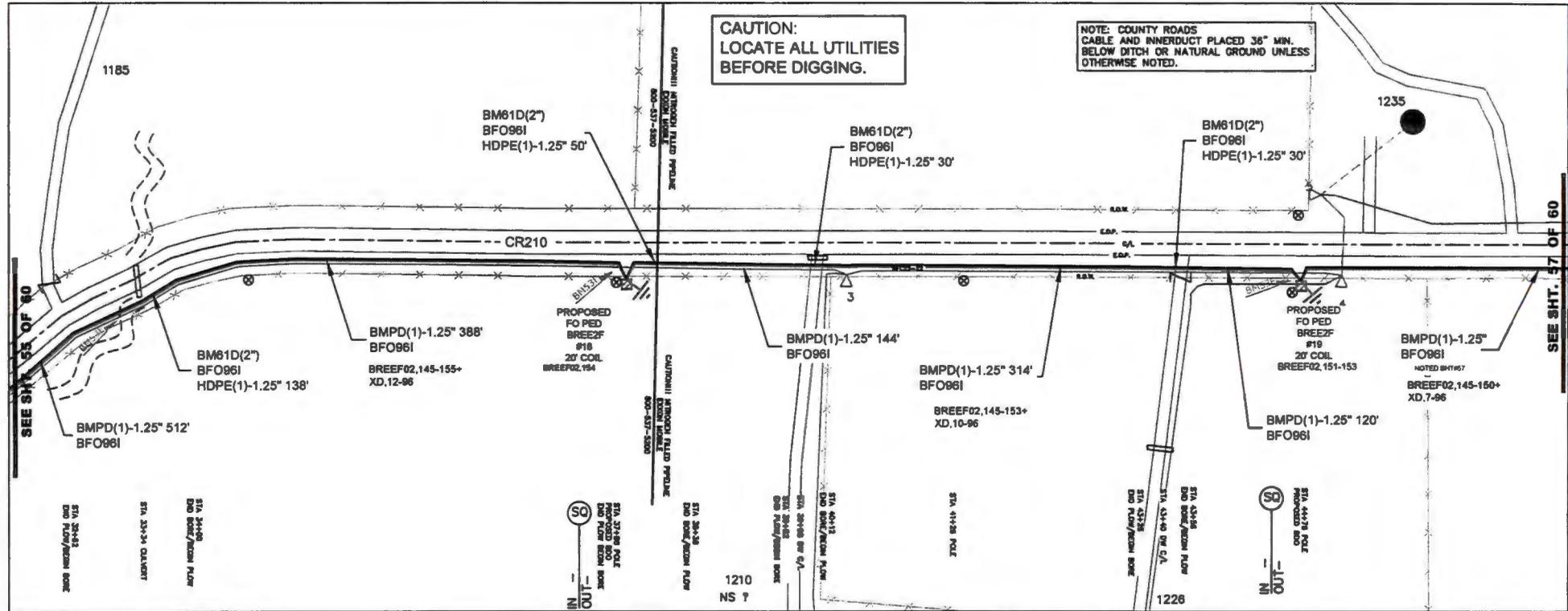
TAS Telephone America Services, Inc.
2000 Chase Street, D
San Marcos, TX 78666
Phone: (512) 724-9100
Fax: (512) 724-9107

BY: TAS
JOB NO. 31-1230189
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 55 OF 60

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

August 14, 2023



HH/PE NO.	BHF 30C48K36	BM2(1/2)(5)	BDM(F) FIBER PED	BMPD(2) DEPTH 60"	BMPD(2) DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOM	SEBOM COIL	BFO4M	BFO4E	BFO4S COIL	W-UD	W-BHF	HBFO	BM3F	BM5F	BM5F	SUB NO	
							512														
CULVERT					138	138															
BREEZF PED#18		1	1				388			1080		20					1				
PIPELINE				50		50											1				
DW					30	30		144													
DW					30	30		314													
BREEZF PED#19		1	1				120			688		20					1				
TOTAL	0	0	2	2	50	198	248	1478	0	0	0	1768	0	40	0	0	3	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEZF

TAS Telecommunications Services, Inc.
 2919 Chisholm Dr.
 San Marcos, TX 78666
 Phone: (512)754-6150
 Fax: (512)754-6267

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 56 OF 60

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

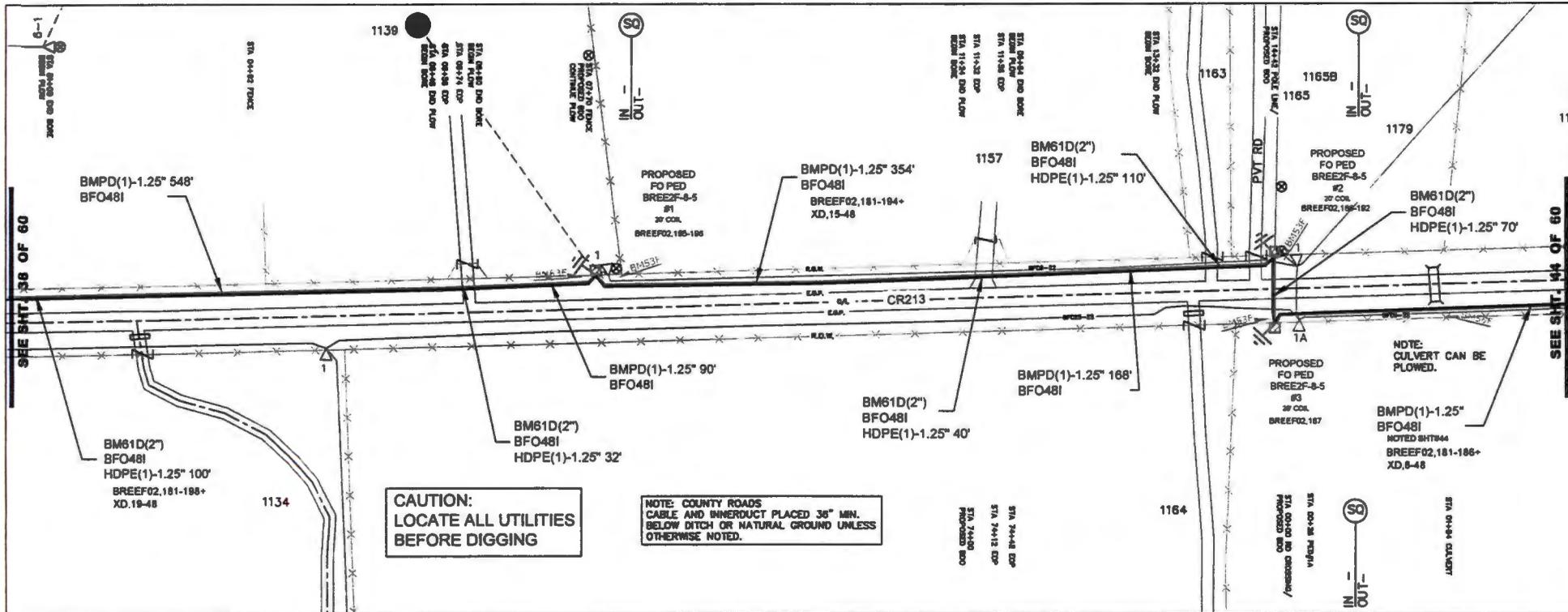
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HP/PE NO.	BHF 3064(R)C36	BM2(1/2)(9)	BOC4(R) FIBER PED	BM61D(2') DEPTH 60"	BM61D(2') DEPTH 36"	HDPE 1-1.25'	BMPD 1-1.25' DEPTH 36"	BMPD 1-0.75' DEPTH 36"	SEB08I	SEB08I COIL	BFO48I	BFO48E	BFO48 COIL	W-UD	W-BHF	HBFO	BMS3F	BMS5F	BMS6F	SUB NO	
DW				100	100		548														
DW				32	32		90				770		20				1				
BREEZF-8-5 PED#1		1	1				354														
DW				40	40		168														
DW				110	110																
BREEZF-8-5 PED#2		1	1								672		20				1				
CR213					70	70															
BREEZF-8-5 PED#3		1	1								70		20				1				
CULVERT																	1				
TOTAL	0	0	3	3	0	352	352	1160	0	0	1512	0	60	0	0	0	4	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEZF-8-5

TAS Telecomm America Services, Inc.
 2510 Kloss Center Dr.
 San Marcos, TX 78666
 Phone: (512)734-8100
 Fax: (512)734-8107

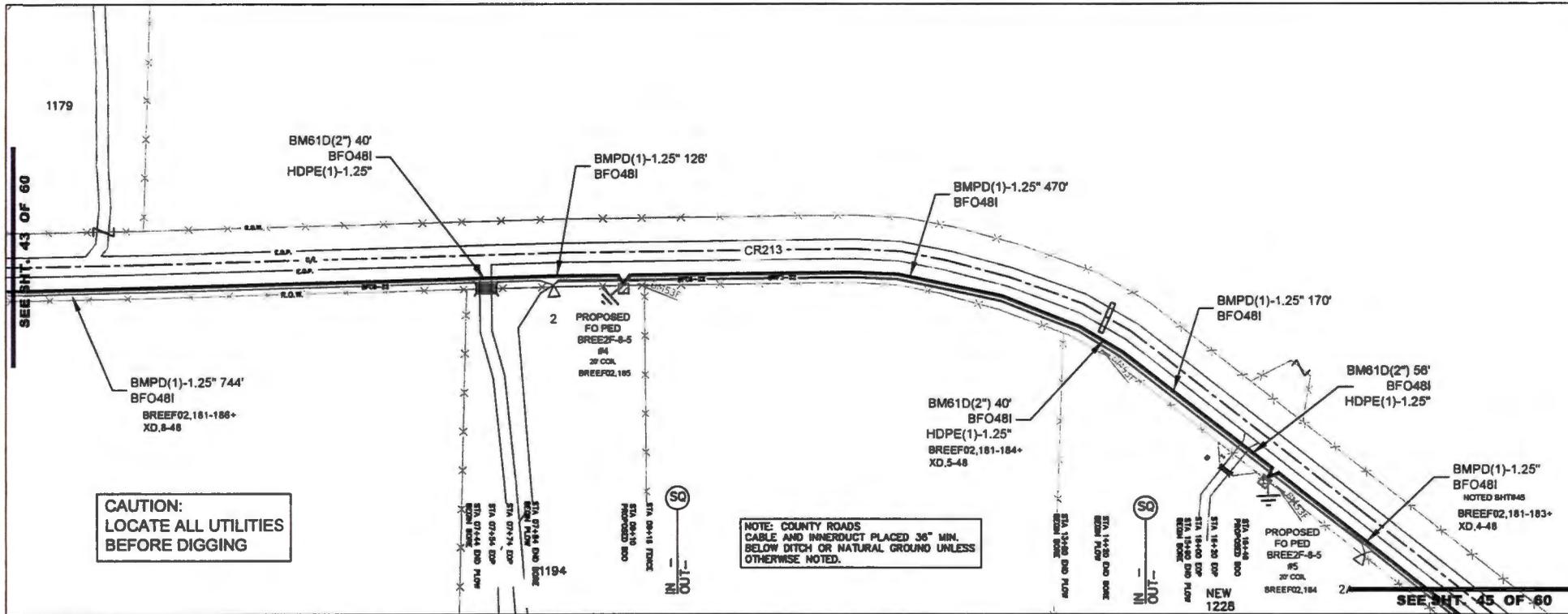
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 43 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HP/PED NO.	BHF 30X46X36	BM2(1/2) 5'	SDCR(R) FIBER PED	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-4.75" DEPTH 36"	SEBOSI	SEBOSI COIL	BFO48I	BFO48E	BFO48 COIL	W-UD	W-BHF	HSFO	BM53F	BM55F	BM56F	SUB NO	
							744														
DW					40	40	126														
BREEZF-8-5 PED#1		1	1								910		20							1	
CULVERT					40	40	470														
DW					56	56	170														
CR213 BREEZF-8-5 PED#3		1	1								736		20							1	
TOTAL	0	0	2	2	0	136	136	1510	0	0	0	0	1646	0	40	0	0	0	0	0	0

Colorado Valley Telephone Coop. Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEZF-8-5

TAS Telephone Access Services, Inc.
 2019 Chase Banker Dr.
 San Antonio, TX 78244
 Phone: (214) 734-0138
 Fax: (214) 734-0137

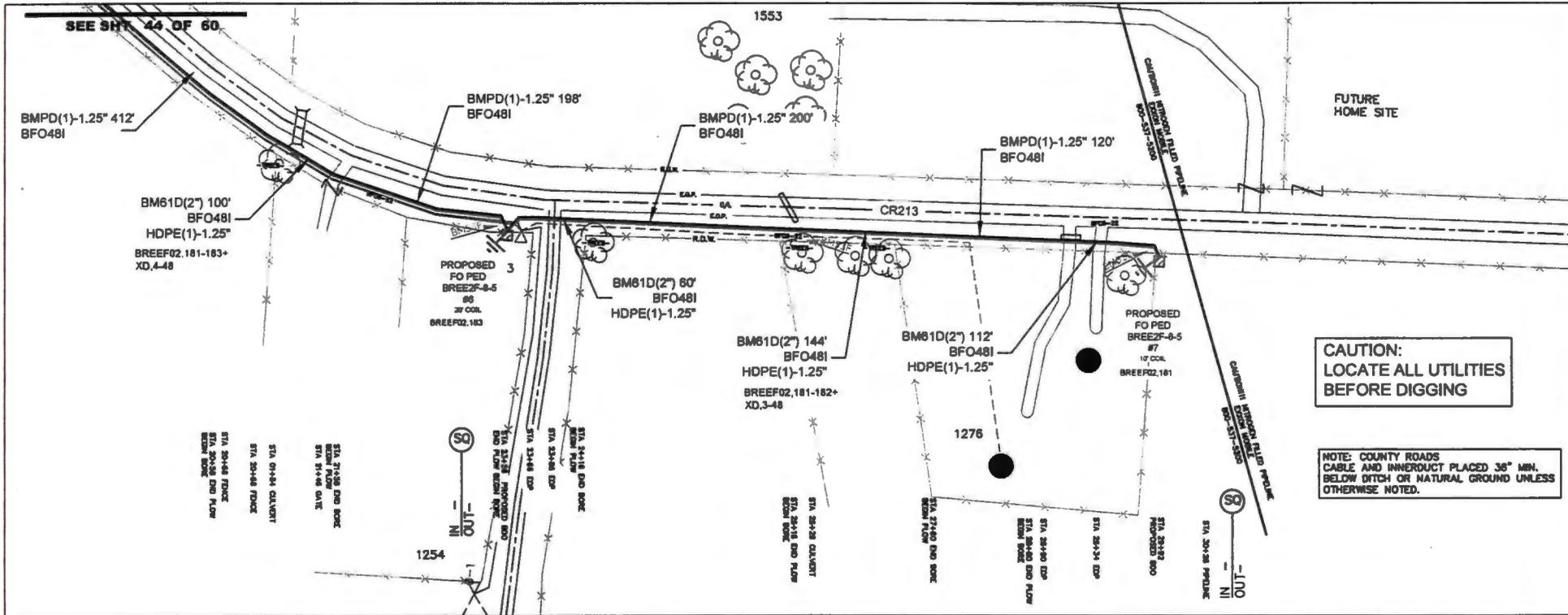
BY: TAS
 JOB NO. 31-1230186
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 44 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HHFED NO.	BHF 30X48X36	BM2(1/2)(5)	B004(R) FIBER PED	BM61D(2)' DEPTH 60"	BM61D(2)' DEPTH 36"	HDPE 1-1.25'	BMPD 1-1.25' DEPTH 36"	BMPD 1-0.75' DEPTH 36"	SEB06I	SEB06I COL	BFO48I	BFO48E	BFO48 COL	W-LD	W-BHF	HBFO	BM53F	BM55F	BM56F	SUB NO	
							412														
CULVERT/DW				100	100		198										1				
BREEZF-0-5 PED06		1	1								710		20				1				
DW				60	60		200														
TREES				144	144		120														
DW BREEZF-0-5 PED07		1	1	112	112						636		10				1				
TOTAL	0	0	2	2	0	416	416	930	0	0	0	1346	0	30	0	0	3	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEZF-0-5

TAS Telephone America Services, Inc.
 2619 China Basin Dr.
 San Marcos, TX 78666
 Phone: (512)734-0150
 Fax: (512)734-0152

BY: TAS
 JOB NO. 31-1230180
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 45 OF 60

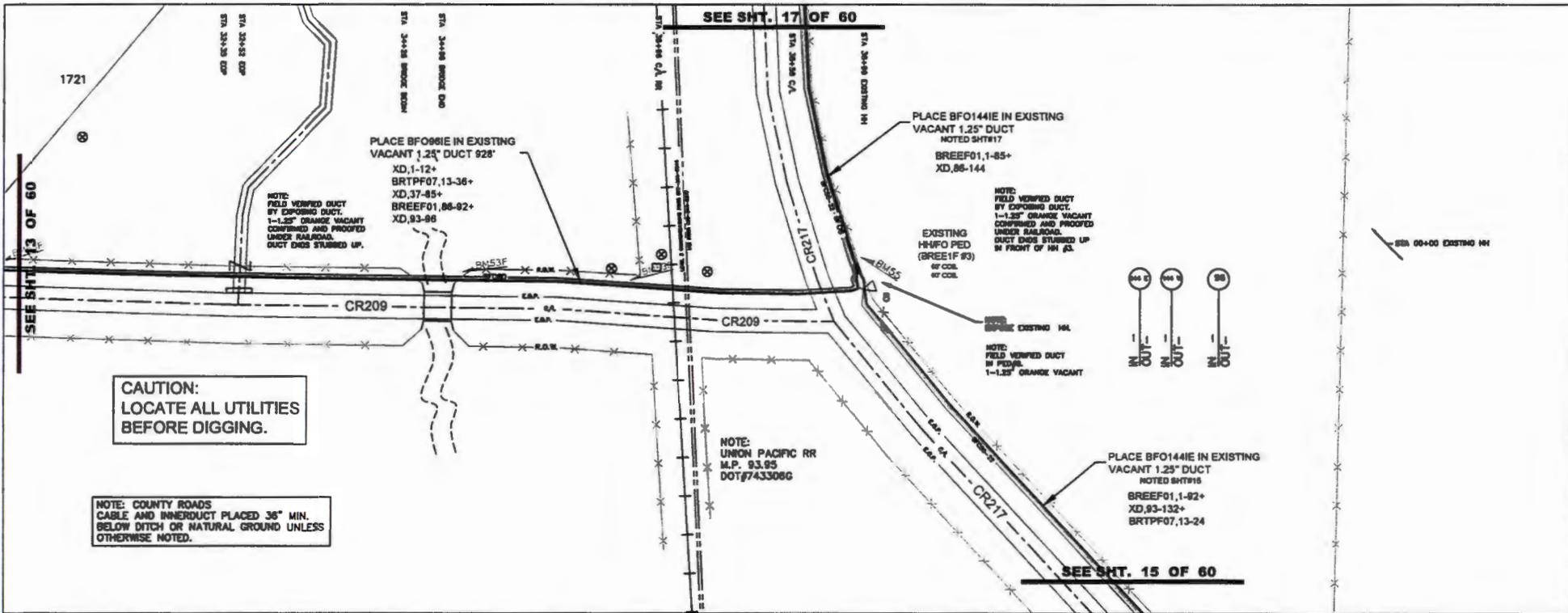
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



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

August 14, 2023



HH/PED NO.	BHF 30x48x36	BM2(1/2)S	BDM(R) FIBER PED	BM1D(2) DEPTH 60"	BMPO 1-1.25' DEPTH 36"	BMPO 1-0.75' DEPTH 36"	SEBOR	SEBOR COIL	BFO144 COIL	BFO86E	BFO86 COIL	W-BHF	W-UD	HBFO	BM53F	BM55F	BM56F	SUB NO
BRIDGE															1			
RR															1			
(BREEIF HW#3)	EXISTING								120	928	60	1				1		
TOTAL	0	0	0	0	0	0	0	0	120	928	60	0	1	0	0	2	1	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEIF

TAS Telephone Access Services, Inc.
 2019 Clark Street Ct.
 San Marcos, TX 78666
 Phone: (512)744-8120
 Fax: (512)744-8127

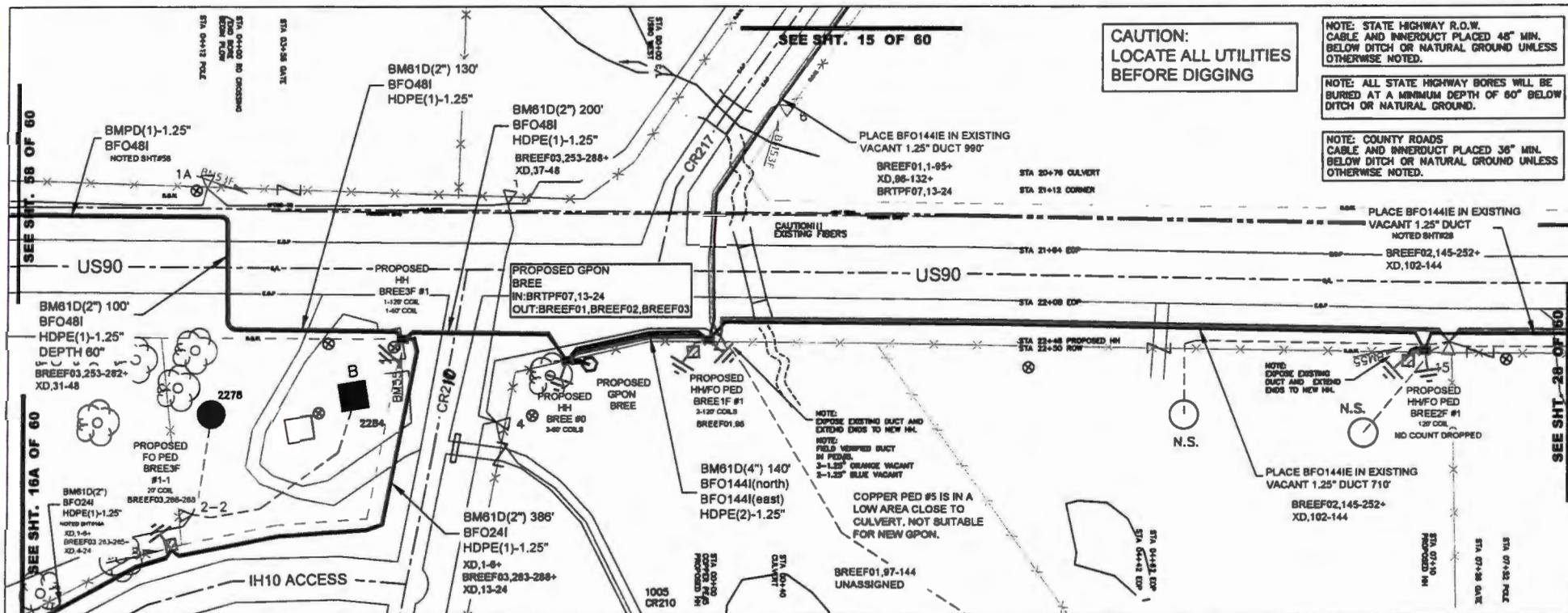
BY: TAS
 JOB NO. 31-1220180
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 14 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HHPED NO.	BHF 30X48X36	BM2(1/2)(5)	BDCA(R) FIBER PED	BM81D(2) DEPTH 60"	BM81D(4) DEPTH 48"	HDPE 2-1.25" DEPTH 48"	HDPE 1-1.25" DEPTH 48"	BMPD 1-0.75" DEPTH 36"	SEBOR1	SEBOR2 COIL	BFO144	BFO144E	BFO144 COIL	BFO98	BFO98E	BFO98 COIL	BFO48	BFO48 COIL	BFO24	BFO24 COIL	W40	W48	BM53F	BM55F
BREE1F MH#1	1	1										990	120								1			1
BREE1F PED#1		1	1		140	140				10	10	10												
BREE1F HH#0 GPON BREE	1	1									280	120						60			1			1
BREE2F MH#1	1	1					200	200				710	120								1			
BREE2F PED#1		1	1																					
BREE3F MH#1	1	1					130	130									200	120		60	1			1
				100																				
							388	388																
BREE3F PED#1-1		1	1																386	20	1		1	
TOTAL	4	7	3	100	140	140	716	816	20	20	20	280	1700	360	0	0	0	200	180	386	80	5	0	3

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREE

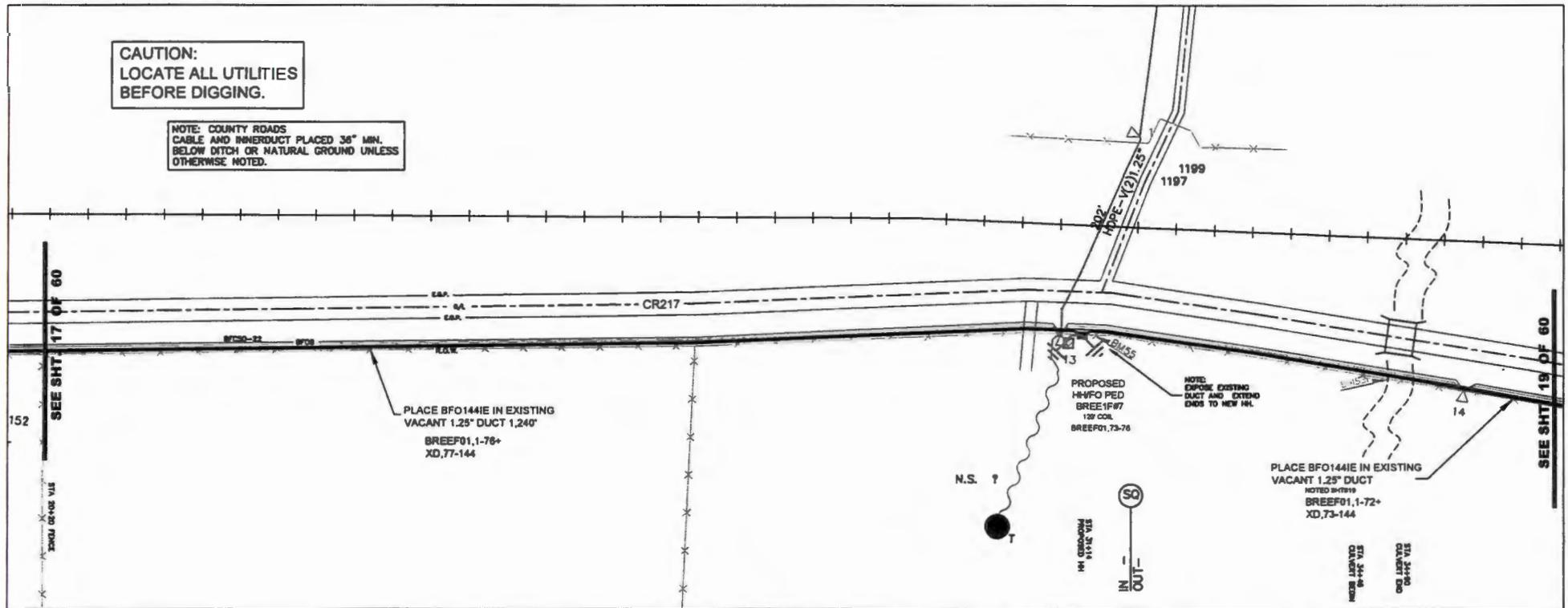
TAS Telephone Access Systems, Inc.
 2819 Olvera Street Dr.
 San Marcos, TX 78666
 Phone: (512)754-4159
 Fax: (512)754-4157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 19 OF 60

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

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING.

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

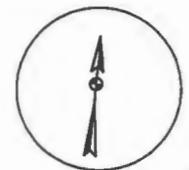
HH/PED NO.	BWF 30X48X36	BM2(1/2)(5)	BM04(R) FIBER PED	BM61(D2) DEPTH 60"	HDPE 1-1.25"	BMFD 1-1.25" DEPTH 36"	BMFD 1-0.75" DEPTH 36"	SEB06I	SEB06I COIL	BFO144E	BFO144 COIL	WUD	W-BWF	HBFO	BMS3F	BM55F	BM56F	SUB NO
										1240	120	1						
BREEF HM7	1		1															1
BREEF PEDW7			1					10	10	10								
CULVERT															1			
TOTAL	1	0	2	1	0	0	0	10	10	1240	120	1	0	0	1	1	0	0

**Colorado Valley
Telephone Coop Inc.**

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREEF

IAS Interstate Access Services, Inc.
2918 Chama Street Dr.
San Marcos, TX 78666
Phone: (512)744-9138
Fax: (512) 744-9137

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

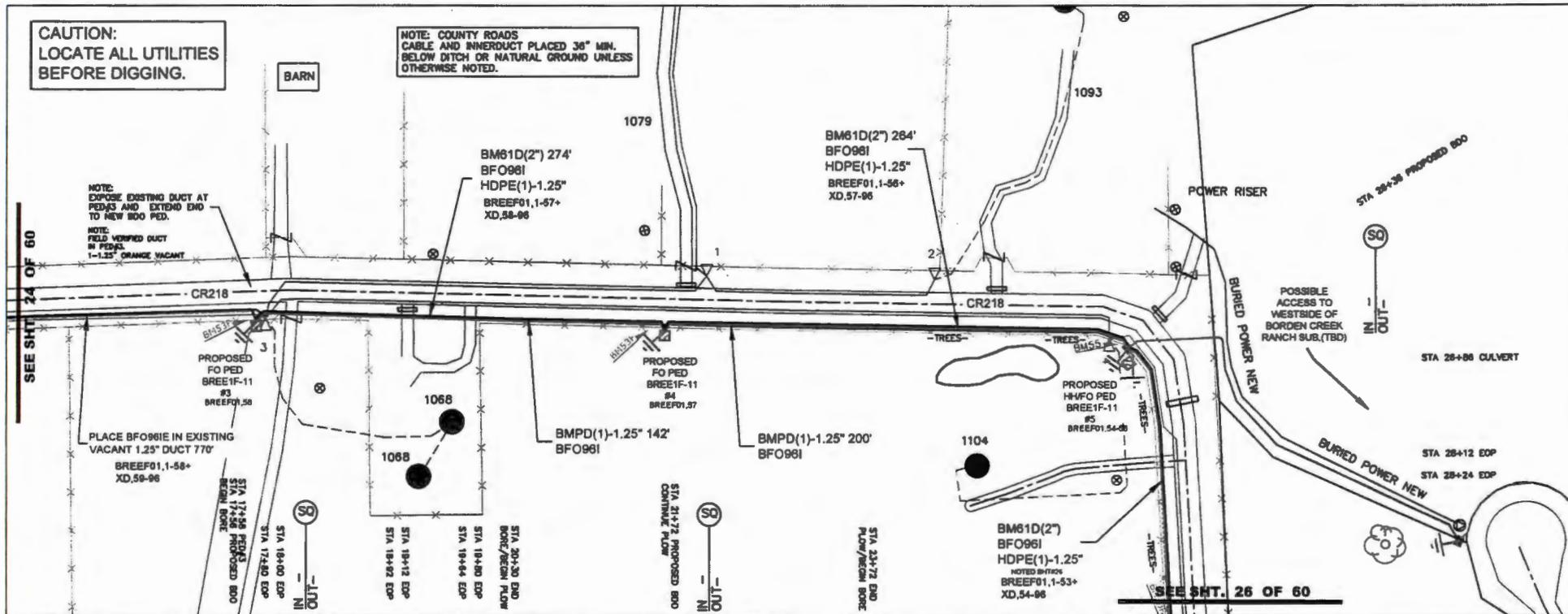
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



HH/PED NO.	BHF 30x48/36	BM2(1/2)(5)	BDC4(R) FIBER PED	BM81D(2) DEPTH 48"	HDPE 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBORI	SEBORI COIL	BFO961	BFO961 COIL	W-UD	W-BHF	HSFO	BM53F	BM55F	BM56F	SUB NO
BREE1F-11 PED#3		1	1	274	274					770	20	1			1			
BREE1F-11 PED#4		1	1			142				418	20				1			
						200												
				264	264													
BREE1F-11 HNS BREE1F-11 PED#5	1	1	1				10	10	10	464	20				1			
TOTAL	1	0	4	3	0	538	538	342	10	10	10	1650	60	1	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BREE1F-11

TAS Telephone Access Systems, Inc.
 2819 Olson Baker Dr.
 San Marcos, TX, 78666
 Phone: (512)754-9150
 Fax: (512) 754-9157

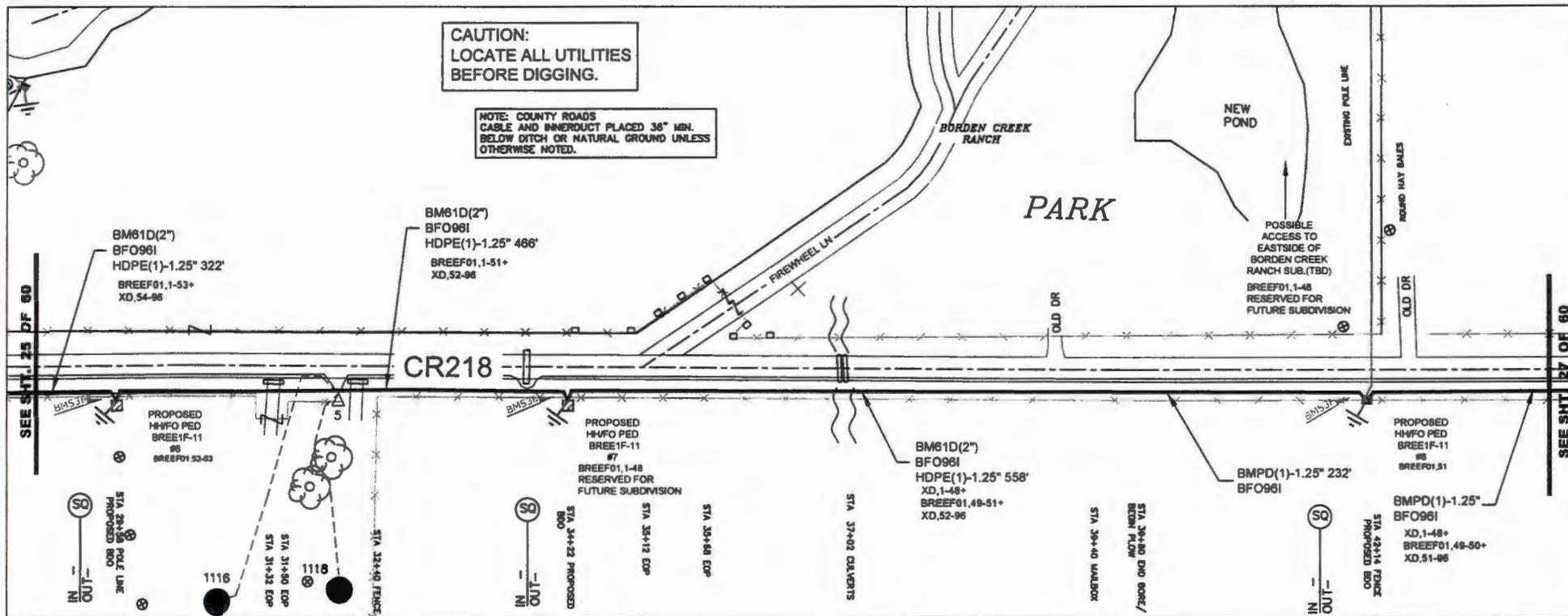
BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 25 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING.

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

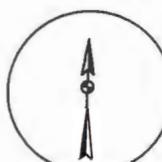
HWPEL NO.	BHF 302/40X30	BM(1/2)S	SDOAR) FIBER PED	BM61D(2') DEPTH 46"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	SEB06I	SEB06I COIL	BFO96I	BFO96I COIL	W-UD	W-BHF	HSFO	BMS3F	BMS5F	BMS6F	SUB NO
				322	322														
BREE1F-11 PED#9		1	1		466	466					322	20				1			
BREE1F-11 PED#7		1	1				558	558			466	20				1			
BREE1F-11 PED#8		1	1									790	20			1			
TOTAL	0	0	3	3	0	1346	1346	232	0	0	0	1578	60	0	0	3	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BREE1F-11

TAS Telephone Access Systems, Inc.
2810 Chace Street, Dr.
San Antonio, TX 78242
Phone: (214) 746-6100
Fax: (214) 746-6102

BY: TAS
JOB NO. 31-1230188
PROJ. DESC. BORDEN EAST
AS BUILT DATE

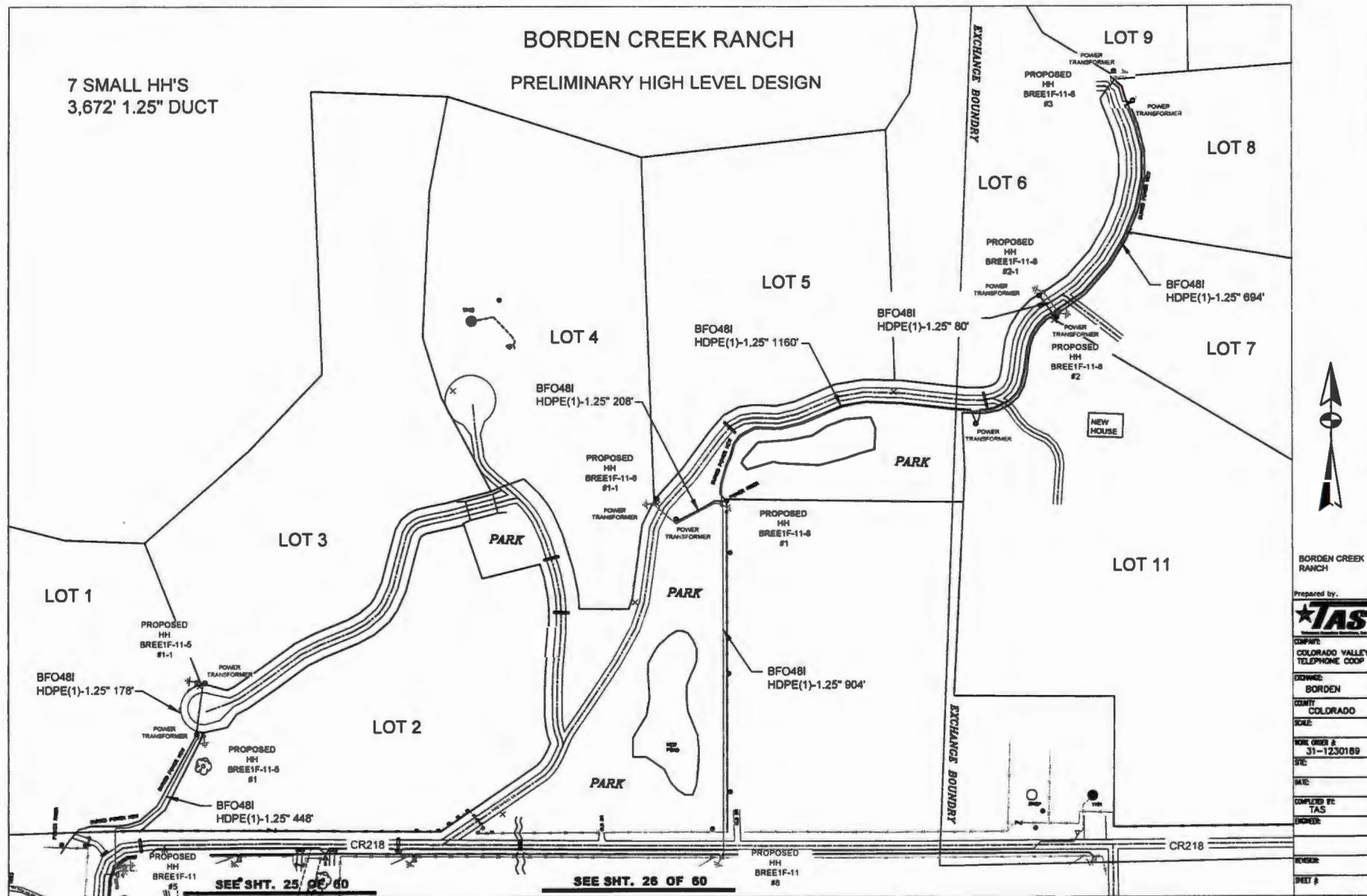


SHEET 26 OF 60

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



North Arrow

BORDEN CREEK RANCH

Prepared by:

TAS

OWNER: COLORADO VALLEY TELEPHONE COOP

DISTRICT: BORDEN

COUNTY: COLORADO

SCALE:

WORK ORDER #: 31-1230189

SHEET #

DATE:

COMPLETED BY: TAS

DESIGNED BY:

REVISION:

SHEET #

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

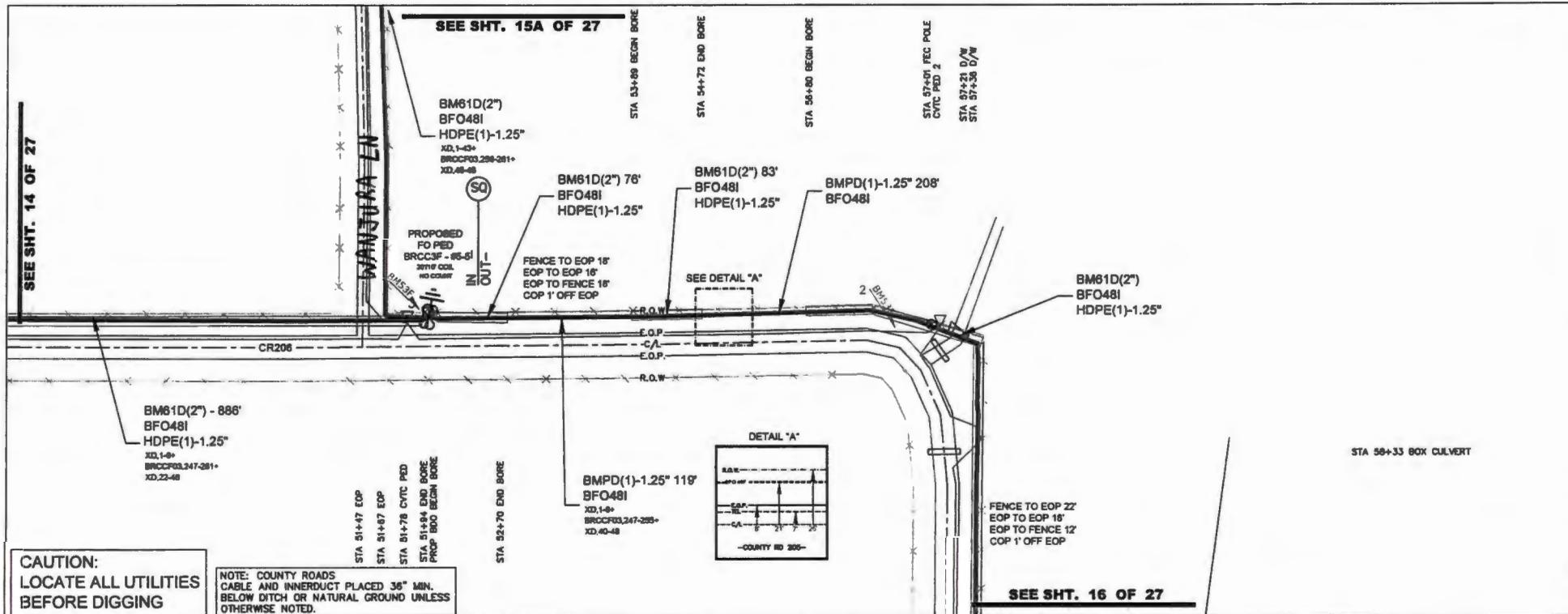
August 14, 2023



MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

HWY/PED NO.	BHF 30X46X36	BM2(1/2)S	BDC4(R) FIBER PED	BM51D(2) DEPTH 60"	BM51D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOS	SEBOSI COL	BFO48I	BFO48I COL	BFO24I COL	W-UD	W-BHF	HBFO	BM33F	BM55F	BM56F	SUB NO	TREE TRIMMING	
BRUSH				886	886																	
BRCC3F PEDS-5		1	1								886	30					1					
BRUSH				76	76																	
							119															
BRUSH				83	83																	
							206															
BRUSH																	1					
TOTAL	0	0	1	1	0	1045	1045	327	0	0	0	886	30	0	0	0	2	0	0	0	0	0

Colorado Valley
Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY COLORADO
ROUTE BRCC

TAS Telephone Answering Services, Inc.
2810 Oliver Street Dr.
San Antonio, TX 78204
Phone: (512)754-6100
Fax: (512)754-6157

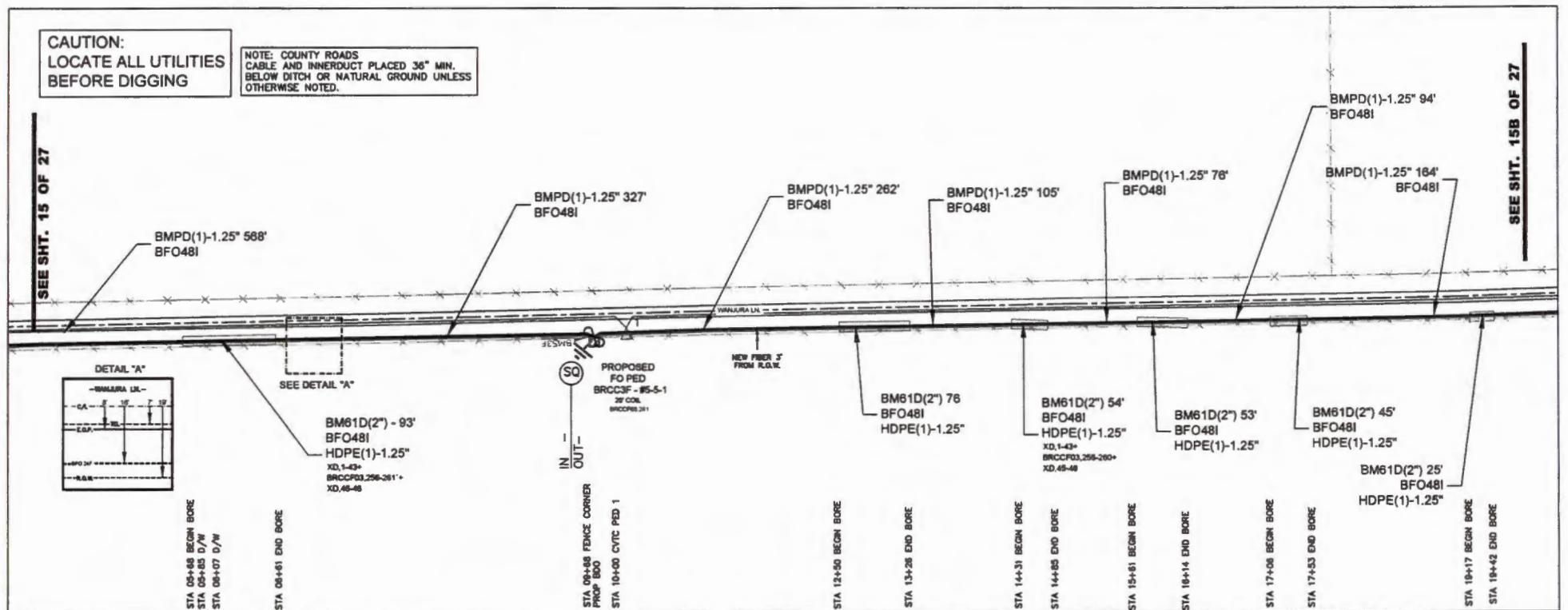
BY: TAS
JOB NO. 31-1230100
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 15 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

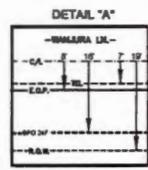


CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

SEE SHT. 15 OF 27

SEE SHT. 15B OF 27



HHPED NO.	BHF 30X48C08	BM2(1/2)S	BDM4(R) FIBER PED	BM51D(2) DEPTH 60"	BM51D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEBOR	SEBOR	COL	BFO48I	BFO24E	BFO48 COL	W-4J	W-SHF	HSFO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING
							568															
DRIVEWAY				93	93		327															
BRCC3F PEDS-5-1		1	1				262				988	20						1				
BRUSH				76	76		105															
BRUSH				54	54		76															
BRUSH				53	53		94															
BRUSH				45	45		164															
BRUSH				25	25																	
TOTAL	0	0	1	1	0	346	346	1596	0	0	0	988	0	20	0	0	0	1	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Answering Service, Inc.
2819 Chestnut Street Dr.
San Marcos, TX 78666
Phone: (512)764-8150
Fax: (512)764-6157

BY: TAS
JOB NO. 31-1230100
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 15A OF 27

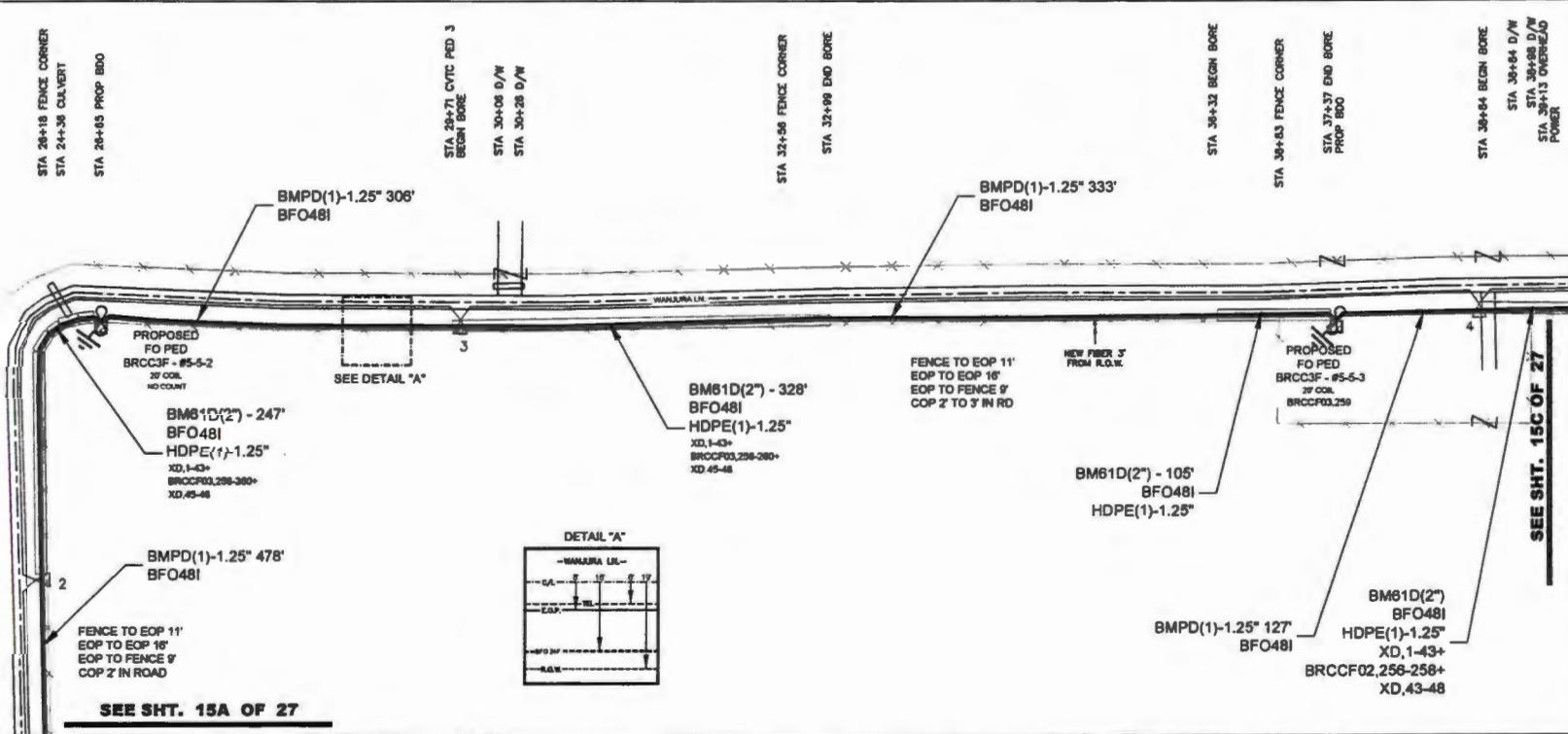
MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.



HH/PED	NO.	BWF 30X48X36	BM2(1/2)S	BM4(R) FIBER PED	BM61D(2) DEPTH 60"	BM61D(2) DEPTH 36"	HDPE 1-1.25"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEB06I	SEB06I COL	BFO48I	BFO48E	BFO48 COL	W4UD	W4HF	HBFO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING	
								476															
BRUSH					247	247																	
BRCC3F PE#5-5-2			1	1				306				1677		20					1				
BRUSH					328	328																	
								333															
BRUSH BRCC3F PE#5-5-3			1	1		105	105					772		20					1				
								127															
TOTAL	0	0	2	2	0	680	680	1242	0	0	0	2449	0	40	0	0	0	0	2	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
COUNTY: COLORADO
ROUTE: BRCC

TAS Telephone Access Services, Inc.
2510 Chisholm Street Dr.
San Antonio, TX 78248
Phone: (512) 774-9180
Fax: (512) 754-9187

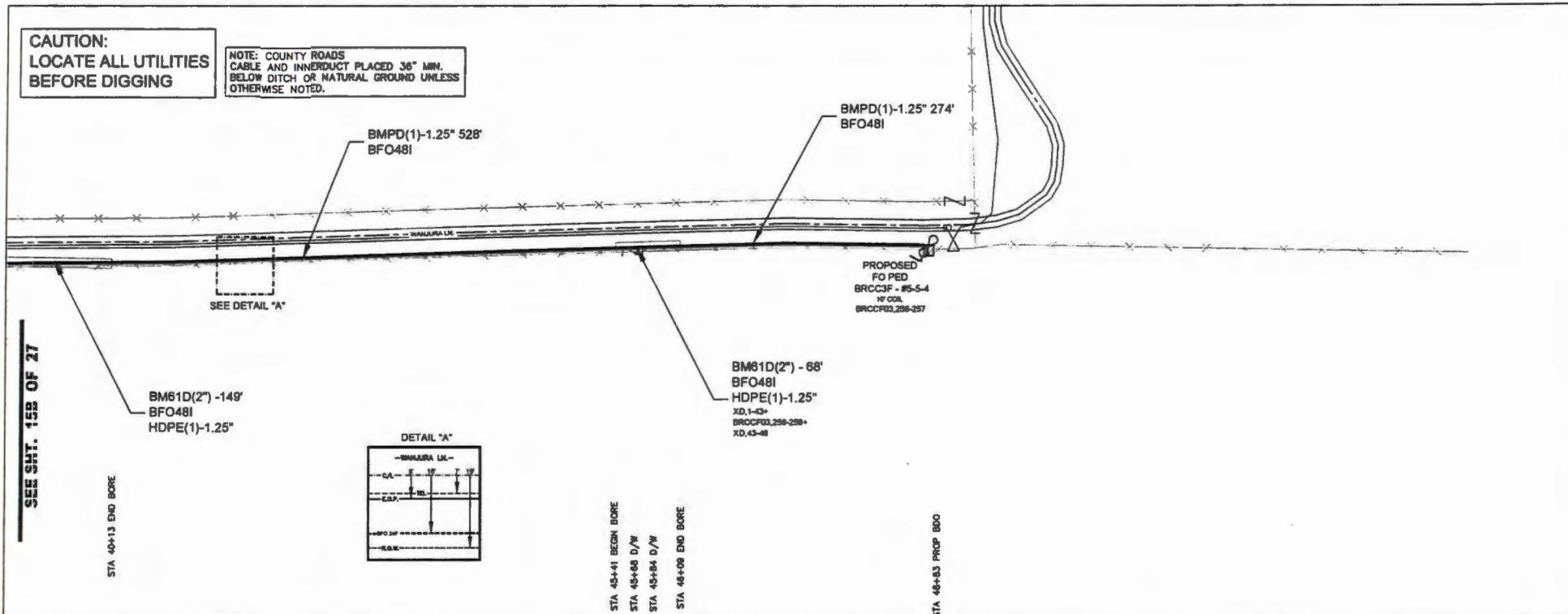
BY: TAS
JOB NO. 31-1230180
PROJ. DESC. BORDEN EAST
AS BUILT DATE

SHEET 156 OF 27

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



CAUTION:
LOCATE ALL UTILITIES
BEFORE DIGGING

NOTE: COUNTY ROADS
CABLE AND INNERDUCT PLACED 36" MIN.
BELOW DITCH OR NATURAL GROUND UNLESS
OTHERWISE NOTED.

SEE SHT. 15B OF 27

HHPED NO.	BHF 30X40X36	BM2(1/2)(5)	BDO48 FIBER PED	BM61D(2') DEPTH 36"	BM61D(2') DEPTH 36"	HDPE 1-1.25" DEPTH 36"	BMPD 1-1.25" DEPTH 36"	BMPD 1-0.75" DEPTH 36"	SEB08	SEB08 COR.	BFO481	BFO48E	BFO48 COIL	W-LD	W-BHF	HSFO	BMS3F	BMS5F	BMS6F	SUB NO	TREE TRIMMING	
BRUSH				149	149		528															
DRIVEWAY				68	68		274															
BRI 3C3F PED #5-5-4		1	1								1146		10				1					
TOTAL	0	0	1	1	0	217	217	802	0	0	0	1146	0	10	0	0	0	1	0	0	0	0

Colorado Valley Telephone Coop Inc.

EXCHANGE: BORDEN
 COUNTY: COLORADO
 ROUTE: BRCC

TAS Telecom America Services, Inc.
 2918 Grand Street Dr.
 San Marcos, TX 78666
 Phone: (512)784-8150
 Fax: (512)784-8157

BY: TAS
 JOB NO. 31-1230189
 PROJ. DESC. BORDEN EAST
 AS BUILT DATE

SHEET 15C OF 27 27

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

August 14, 2023

- _13. Road Use Agreement between Colorado County and Castex Energy, Inc. for Deer Hollow Road, Precinct No. 2. (Brandt)

Motion by Commissioner Brandt to approve a road use agreement between Colorado County and Castex Energy, Inc. for Deer Hollow Road, 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**

August 14, 2023

CASTEX ENERGY, INC. 333 Clay Street, Suite 2900 -- Houston, TX 77002 281/447-8601 – FAX: 281-447-1009

CASTEX

August 7, 2023

Colorado County Courthouse
400 Spring St., Room 107
P O Box 236
Columbus, TX 78934

Attn: Judge Ty Prause

RE: Castex Energy, Inc.
Road Use and Superheavy Bond

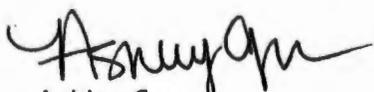
Judge Prause:

Enclosed please find the following originals:

Road Use Agreement
Superheavy or Oversize Permit Bond

Should you have any questions or need additional information, please contact the undersigned.

Sincerely



Ashley Green
Corporate Secretary
281-878-0087
agreen@castexenergy.com

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Bond No. 60132465

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Castex Energy, Inc., of Houston, Texas, as Principal, and Capitol Indemnity Corporation, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns. "This bond, in the amount of \$210,000, is for the sole and exclusive coverage of the 2.1 miles of road starting at the intersection of FM 155 and Deer Hollow Road and ending at the intersection of Deer Hollow Road and Blacksmith Farm Lane."

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate under the provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending July 27, 2024, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 27th day of July, 2023.

Castex Energy, Inc.

Principal

By Ashley Britt Corporate Secretary
Title

Capitol Indemnity Corporation

Surety

Countersigned

By N/A
Texas Resident Agent

By Ashley Britt
Ashley Britt, Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60132465

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----WILL DUKE; ROBERT C. DAVIS; DAVID T MICLETTE; NIKOLE JEANNETTE; ASHLEY BRITT; LACEY HITCHCOCK; STACEY BOSLEY-----
----- RITA G GULIZO; BARRY K MCCORD; ROBERT M. OVERBEY, JR; STACY OWENS; JENNIFER MITCHELL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick

Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

Adam L. Sills

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 27th day of July, 2023



Suzanne M. Broadbent

Suzanne M. Broadbent
Secretary

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

August 14, 2023

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

IMPORTANT NOTICE - TEXAS

To obtain information or make a complaint:

- You may contact your company representative at 1-800-475-4450
- You may call **Capitol Indemnity Corporation's** toll-free telephone number for information or to make a complaint at:

1-800-475-4450

- You may also write to **Capitol Indemnity Corporation** at:

Capitol Indemnity Corporation
1600 Aspen Commons
Middleton, Wisconsin 53562

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

1-800-252-3439

- You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

FAX # (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

- **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

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

August 14, 2023

- _14. Application for Limited Land Division submitted by Alejandro Dela Torre to subdivide 11.76 acres out of a 14.66 acre tract of land out of the Thomas Cartwright League, Abstract No. 11, Precinct No. 4. (Gertson)

Motion by Commissioner Gertson to approve an application for Limited Land Division submitted by Alejandro Dela Torre to subdivide 11.76 acres out of a 14.66 acre tract of land out of the Thomas Cartwright League, Abstract No. 11, Precinct No. 4; 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

August 14, 2023

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COU TX TX

2023 AUG -8 PM 3: 31

Name of person(s) dividing property: Alejandro Dela Torre KIMBERLY NEMME COUNTY CLERK MK

Address: 11815 Marrs Dr, Houston TX 77065

Work phone: 832-773-3262 Home phone: N/A

Precinct where property located: 4 Pct. Commissioner: Darrell Gertson

Size of Original Tract before division: 14.66 acres

Size of Remainder Tract after division: 2.90 acres

Size of each new lot: 1. 5.26 acres 2. 2.0 acres

3. 2.0 acres 4. 2.50 acres

Surveyor's Name: Mathew Loessin

Surveyor's Address: 2205 Walnut St. Columbus TX 78934

Surveyor's work phone: 979-732-3114

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

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

I am the owner of 14.66 acres of land (size of original tract) out of the Thomas Cartwright Survey, Abstract # 11, Colorado County, Texas, which was conveyed to me by deed, dated January 29, 2021, and recorded in Volume 952, Page 449, Colorado County Deed/Official Records.

I seek approval to subdivide 14.66 acres of land (total size of all new lots) out of the Original Survey, in accordance with the attached plat, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients of the property shown herein, the use of the streets and/or easements shown.

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

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

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

water system, or engineered rainwater collection system.

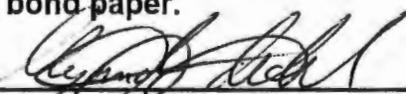
I understand that all drainage easements shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.

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

I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within ½ mile of a city of less than 5,000 people and within one mile of a city with a population between 5,000 and 24,999.)

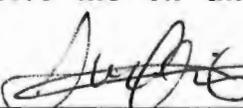
This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

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

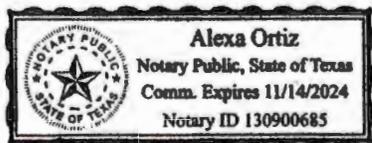


Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 2 day of August, 2023.



Notary Public, State of Texas



Applicant's Signature

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

Notary Public, State of Texas

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

August 14, 2023

CERTIFICATION BY SURVEYOR

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

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

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

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

- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # _____, dated _____." OR

 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C0150D, dated February 4, 2011."

Matthew W. Loessin, RPLS

SURVEYOR (print)

SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

CERTIFICATE OF COUNTY APPROVAL

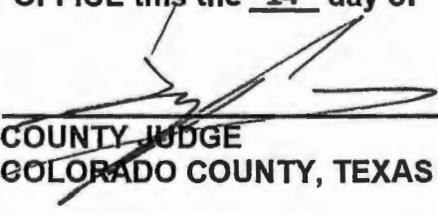
STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 14th day of August, A.D., 2023, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume --, Page --.

CCM 08/14/2023

WITNESS MY HAND AND SEAL OF OFFICE this the 14 day of August, 2023.





COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke

COUNTY CLERK
COLORADO COUNTY, TEXAS

By: Michelle Kollmann, Deputy
Deputy Clerk

CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 21st day of August, 2023, and duly recorded on the 23rd day of August, 2023, in the Official Records of Colorado County, Texas, in Volume 1043, Page 290.

Kimberly Menke

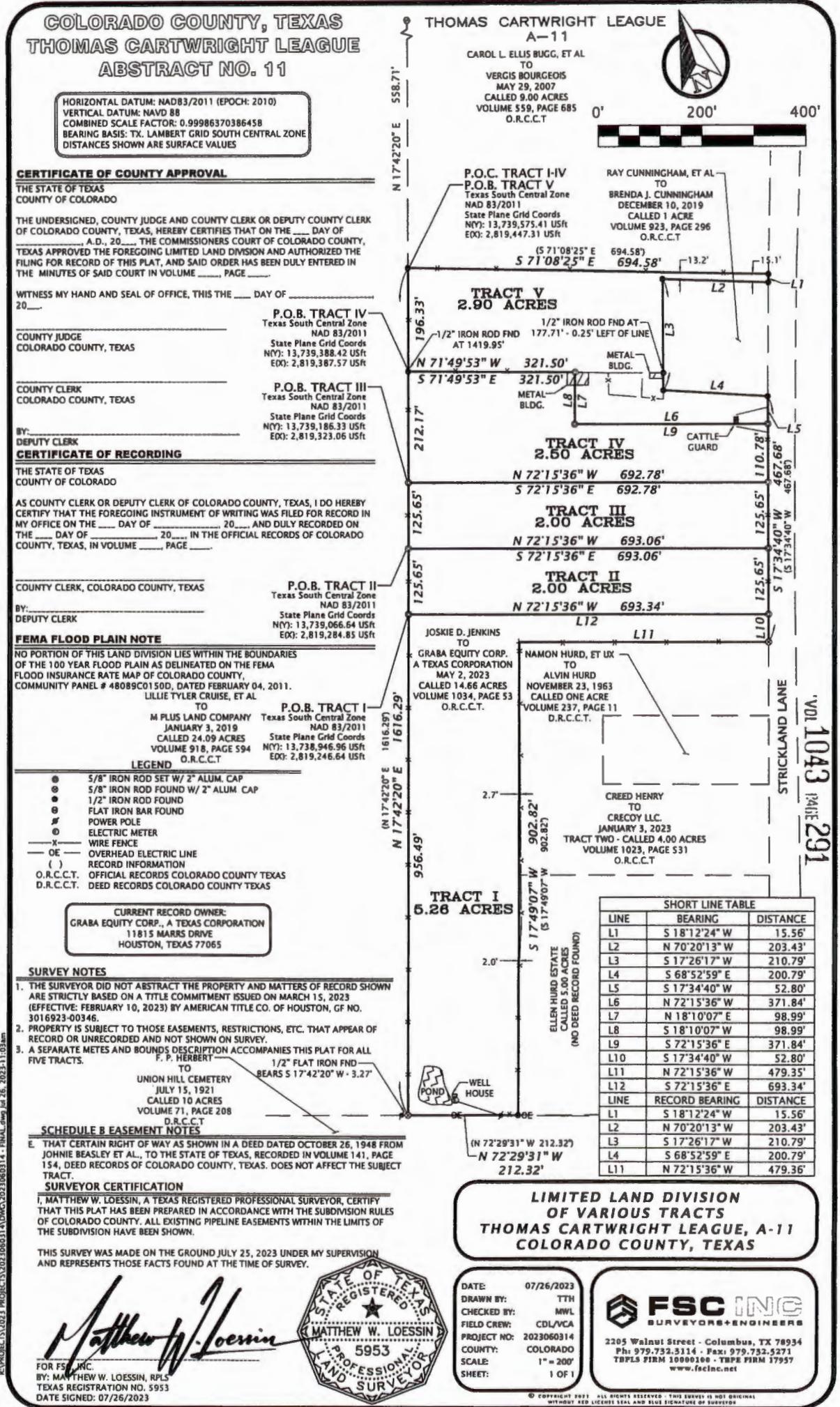
COUNTY CLERK, COLORADO COUNTY, TEXAS

By: J. Martinez
Deputy Clerk



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

August 14, 2023



1043 PAGE 291

PROJECT: 2023060314 - FINAL.dwg Jul 26, 2023 11:03am

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

August 14, 2023



**DRIVING PERFORMANCE.
DELIVERING RESULTS.**

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11

TRACT I

DESCRIPTION OF A 5.26 ACRE TRACT OF LAND OUT OF THE THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.66 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 2, 2023 FROM JOSKIE D. JENKINS TO GRABA EQUITY CORP., A TEXAS CORPORATION, AS RECORDED IN VOLUME 1034, PAGE 53, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 5.26 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,739,575.41 USft E 2,819,447.31 USft] for the Northwest corner of said 14.66 acre parent tract, same being the Southwest corner of a called 9.00 acre tract of land described in a deed dated May 29, 2007 from Carol L. Ellis Bugg, et al to Vergis Bourgeois, as recorded in Volume 559, Page 685, Colorado County Official Record, lying in the Easterly line of a called 24.09 acre tract of land described in a deed dated January 3, 2019 from Lillie Tyler Cruise, et al to M Plus Land Company, as recorded in Volume 918, Page 594, Colorado County Official Records, from which a flat iron bar found for the Northwest corner of said 9.00 acre tract, same being the Northeast corner of said 24.09 acre tract bears, North 14° 42' 20" East, a distance of 558.71 feet;

THENCE South 17° 42' 20" West [called South 17° 42' 20" West] along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 659.80 feet to a 5/8 inch iron rod set w/cap [Grid Coordinates: N 13,738,946.96 USft E 2,819,246.64 USft] for the **POINT OF BEGINNING** and being the Northwest corner of the herein described tract, same being the Southwest corner of a called 2.00 acre tract described as Tract II also surveyed this same day;

THENCE South 72° 15' 36" East across said 14.66 acre parent tract, with the Southerly line of said Tract II, same being the Northerly line of the herein described tract, a distance of 693.34 feet to a 5/8 inch iron rod set w/cap for the Northeast corner of the herein described tract, same being the Southeast corner of said Tract II, lying in the Westerly line of Strickland Lane, from which a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract bears, North 17° 34' 40" East, a distance of 414.88 feet;

THENCE South 17° 34' 40" West [called South 17° 34' 40" West], along the Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 52.80 feet to a 5/8 inch iron rod found w/cap for an exterior corner of said 14.66 acre parent tract, same being the Northeast corner of a called 4.00 acre tract of land described as Tract Two in a deed dated January 3, 2023 from Creed Henry to Crecoy LLC., as recorded in Volume 1023, Page 531, Colorado County Official Records;

THENCE North 72° 15'36" West [called North 72° 15'36" West] along a Southerly line of said 14.66 acre parent tract, being the Northerly line of said 4.00 acre tract, a distance of 479.35 feet [called 479.35'] to a 1/2 inch iron rod found for an interior corner of said 14.66 acre parent tract, same being the Northwest corner of said 4.00 acre tract;

THENCE South 17° 49' 07" West [called South 17° 49' 07" West] along an Easterly line of said 14.66 acre parent tract, same being the Westerly line of said 4.00 acre tract and the Westerly line of a called 5.00 acre tract owned by the Ellen Hurd Estate [no deed record found], a distance of 902.82 feet [called 902.82'] to a 1/2 inch iron rod found for the Southeast corner of said 14.66 acre parent tract, same being the Southwest corner of said 5.00 acre tract, lying in the Northerly line of a called 10 acre tract of land described in a deed dated July 15, 1921 from F.P. Herbert to Union Hill Cemetery, as recorded in Volume 71, Page 208, Colorado County Deed Records;

THENCE North 72° 29' 31" West [called North 72° 29' 31" West] along the Southerly line of said 14.66 acre parent tract, same being Northerly line of said 10 acre tract, a distance of 212.32 feet [called 212.32'] to a 5/8 inch iron rod found w/cap for the Southwest corner of said 14.66 acre parent tract, same being the Southeast corner of the aforementioned 24.09 acre tract, from which a 1/2 inch flat iron bar found bears, South 17° 42' 20" West, 3.27 feet;

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DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10000100
TBPE Firm 17957

THENCE North 17° 42' 20" East (called North 17° 42' 20" East) along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 956.49 feet to the POINT OF BEGINNING, containing 5.26 ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99986370386458.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 25, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023060314
Word File: 2023060314_Tract I_5.26_acre_m&b.docx
ACAD File: 2023060314.dwg

Date: July 26, 2023



A handwritten signature in black ink that reads "Matthew W. Loessin".

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11

TRACT II

DESCRIPTION OF A 2.00 ACRE TRACT OF LAND OUT OF THE THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.66 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 2, 2023 FROM JOSKIE D. JENKINS TO GRABA EQUITY CORP., A TEXAS CORPORATION, AS RECORDED IN VOLUME 1034, PAGE 53, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 5.26 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,739,575.41 USft E 2,819,447.31 USft] for the Northwest corner of said 14.66 acre parent tract, same being the Southwest corner of a called 9.00 acre tract of land described in a deed dated May 29, 2007 from Carol L. Ellis Bugg, et al to Vergis Bourgeois, as recorded in Volume 559, Page 685, Colorado County Official Record, lying in the Easterly line of a called 24.09 acre tract of land described in a deed dated January 3, 2019 from Lillie Tyler Cruise, et al to M Plus Land Company, as recorded in Volume 918, Page 594, Colorado County Official Records, from which a flat iron bar found for the Northwest corner of said 9.00 acre tract, same being the Northeast corner of said 24.09 acre tract bears, North 14° 42' 20" East, a distance of 558.71 feet;

THENCE South 17° 42' 20" West (called South 17° 42' 20" West) along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 534.15 feet to a 5/8 inch iron rod set w/cap [Grid Coordinates: N 13,739,066.64 USft E 2,819,284.85 USft] for the POINT OF BEGINNING and being the Northwest corner of the herein described tract, same being the Southwest corner of a called 2.00 acre tract described as Tract III also surveyed this same day;

THENCE South 72° 15' 36" East across said 14.66 acre parent tract, with the Southerly line of said Tract III, same being the Northerly line of the herein described tract, a distance of 693.06 feet to a 5/8 inch iron rod set w/cap for the Northeast corner of the herein described tract, same being the Southeast corner of said Tract III, lying in the Westerly line of Strickland Lane, from which a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract bears, North 17° 34' 40" East, a distance of 289.23 feet;

THENCE South 17° 34' 40" West (called South 17° 34' 40" West) along the Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 125.65 feet to a 5/8 inch iron rod set w/cap for the Southeast corner of the herein described tract, same being the Northeast corner of a called 2.00 acre tract described as Tract I also surveyed this same day;

THENCE North 72° 15' 36" West across said 14.66 acre parent tract with the Northerly line of said Tract I, same being the Southerly line of the herein described tract, a distance of 693.34 feet to a 5/8 inch iron rod set w/cap for the Southwest corner of the herein described tract, same being the Northwest corner of said Tract I, lying in the Easterly line of aforementioned 24.09 acre tract;

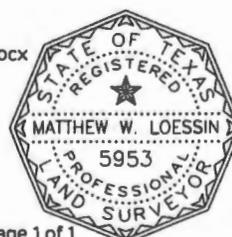
THENCE North 17° 42' 20" East (called North 17° 42' 20" East) along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 125.65 feet to the POINT OF BEGINNING, containing 2.00 ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99986370386458.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" in the long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 25, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023060314
Word File: 2023060314_Tract II_2.00_acre_m&b.docx
ACAD File: 2023060314.dwg

Date: July 26, 2023



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11

TRACT III

DESCRIPTION OF A 2.00 ACRE TRACT OF LAND OUT OF THE THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.66 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 2, 2023 FROM JOSKIE D. JENKINS TO GRABA EQUITY CORP., A TEXAS CORPORATION, AS RECORDED IN VOLUME 1034, PAGE 53, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 5.26 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,739,575.41 USft E 2,819,447.31 USft] for the Northwest corner of said 14.66 acre parent tract, same being the Southwest corner of a called 9.00 acre tract of land described in a deed dated May 29, 2007 from Carol L. Ellis Bugg, et al to Vergis Bourgeois, as recorded in Volume 559, Page 685, Colorado County Official Record, lying in the Easterly line of a called 24.09 acre tract of land described in a deed dated January 3, 2019 from Lillie Tyler Cruise, et al to M Plus Land Company, as recorded in Volume 918, Page 594, Colorado County Official Records, from which a flat iron bar found for the Northwest corner of said 9.00 acre tract, same being the Northeast corner of said 24.09 acre tract bears, North 14° 42' 20" East, a distance of 558.71 feet;

THENCE South 17° 42' 20" West [called South 17° 42' 20" West] along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 408.50 feet to a 5/8 inch iron rod set w/cap [Grid Coordinates: N 13,739,186.33 USft E 2,819,323.06 USft] for the POINT OF BEGINNING and being the Northwest corner of the herein described tract, same being the Southwest corner of a called 2.50 acre tract described as Tract IV also surveyed this same day;

THENCE South 72° 15' 36" East across said 14.66 acre parent tract, with the Southerly line of said Tract IV, same being the Northerly line of the herein described tract, a distance of 692.78 feet to a 5/8 inch iron rod set w/cap for the Northeast corner of the herein described tract, same being the Southeast corner of said Tract IV, lying in the Westerly line of Strickland Lane, from which a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract bears, North 17° 34' 40" East, a distance of 163.58 feet;

THENCE South 17° 34' 40" West [called South 17° 34' 40" West] along the Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 125.65 feet to a 5/8 inch iron rod set w/cap for the Southeast corner of the herein described tract, same being the Northeast corner of a called 2.00 acre tract described as Tract II also surveyed this same day;

THENCE North 72° 15' 36" West across said 14.66 acre parent tract, with the Northerly line of said Tract II, same being the Southerly line of the herein described tract, a distance of 693.06 feet to a 5/8 inch iron rod set w/cap for the Southwest corner of the herein described tract, same being the Northwest corner of said Tract II, lying in the Easterly line of aforementioned 24.09 acre tract;

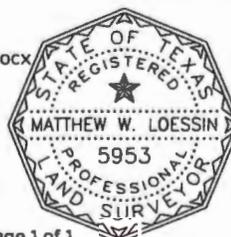
THENCE North 17° 42' 20" East [called North 17° 42' 20" East] along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 125.65 feet to the POINT OF BEGINNING, containing 2.00 ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99986370386458.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 25, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023060314
Word File: 2023060314_Tract III_2.00_acre_m&b.docx
ACAD File: 2023060314.dwg

Date: July 26, 2023



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**MINUTES OF THE COLORADO COUNTY
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**DRIVING PERFORMANCE.
DELIVERING RESULTS.**

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11

TRACT IV

DESCRIPTION OF A 2.50 ACRE TRACT OF LAND OUT OF THE THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.66 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 2, 2023 FROM JOSKIE D. JENKINS TO GRABA EQUITY CORP., A TEXAS CORPORATION, AS RECORDED IN VOLUME 1034, PAGE 53, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 5.26 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found [Grid Coordinates: N 13,739,575.41 USft E 2,819,447.31 USft] for the Northwest corner of said 14.66 acre parent tract, same being the Southwest corner of a called 9.00 acre tract of land described in a deed dated May 29, 2007 from Carol L. Ellis Bugg, et al to Vergis Bourgeois, as recorded in Volume 559, Page 685, Colorado County Official Record, lying in the Easterly line of a called 24.09 acre tract of land described in a deed dated January 3, 2019 from Lillie Tyler Cruise, et al to M Plus Land Company, as recorded in Volume 918, Page 594, Colorado County Official Records, from which a flat iron bar found for the Northwest corner of said 9.00 acre tract, same being the Northeast corner of said 24.09 acre tract bears, North 14° 42' 20" East, a distance of 558.71 feet;

THENCE South 17° 42' 20" West [called South 17° 42' 20" West] along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 196.33 feet to a 1/2 inch iron rod found [Grid Coordinates: N 13,739,388.42 USft E 2,819,387.57 USft] for the **POINT OF BEGINNING** and being the Northwest corner of the herein described tract, same being the Southwest corner of a called 2.90 acre tract described as Tract V also surveyed this same day;

THENCE across said 14.66 acre parent tract with the Southerly line of said Tract V, same being the Northerly line of the herein described tract, the following courses and distances:

- South 71° 49' 53" East, a distance of 321.50 feet to a 5/8 inch iron rod set w/cap;
- South 18° 10' 07" West, a distance of 98.99 feet to a 5/8 inch iron rod set w/cap;
- South 72° 15' 36" East, a distance of 371.84 feet to a 5/8 inch iron rod set w/cap for the Northeast corner of the herein described tract, same being the Southeast corner of said Tract V, lying in Westerly line of Strickland Lane, from which a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract bears, North 17° 34' 40" East, a distance of 52.80 feet;

THENCE South 17° 34' 40" West [called South 17° 34' 40" West] along the Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 110.78 feet to a 5/8 inch iron rod set w/cap for the Southeast corner of the herein described tract, same being the Northeast corner of a called 2.00 acre tract described as Tract III also surveyed this same day;

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10000100
TBPE Firm 17957

THENCE North 72° 15' 36" West across said 14.66 acre parent tract along the Northerly line of said Tract III, same being the Southerly line of the herein described tract, a distance of 692.78 feet to a 5/8 inch iron rod set w/cap for the Southwest corner of the herein described tract, same being the Northwest corner of said Tract III, lying in the Easterly line of aforementioned 24.09 acre tract;

THENCE North 17° 42' 20" East, along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 212.17 feet to the **POINT OF BEGINNING**, containing **2.50 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99986370386458.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 25, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023060314
Word File: 2023060314_Tract IV_2.50_acre_m&b.docx
ACAD File: 2023060314.dwg

Date: July 26, 2023



A handwritten signature in black ink that reads "Matthew W. Loessin".

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

August 14, 2023



**DRIVING PERFORMANCE.
DELIVERING RESULTS.**

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11

TRACT V

DESCRIPTION OF A 2.90 ACRE TRACT OF LAND OUT OF THE THOMAS CARTWRIGHT LEAGUE, ABSTRACT NO. 11, COLORADO COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.66 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED MAY 2, 2023 FROM JOSKIE D. JENKINS TO GRABA EQUITY CORP., A TEXAS CORPORATION, AS RECORDED IN VOLUME 1034, PAGE 53, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 5.26 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found [Grid Coordinates: N 13,739,575.41 USft E 2,819,447.31 USft] for the Northwest corner of said 14.66 acre parent tract, same being the Southwest corner of a called 9.00 acre tract of land described in a deed dated May 29, 2007 from Carol L. Ellis Bugg, et al to Vergis Bourgeois, as recorded in Volume 559, Page 685, Colorado County Official Record, lying in the Easterly line of a called 24.09 acre tract of land described in a deed dated January 3, 2019 from Lillie Tyler Cruise, et al to M Plus Land Company, as recorded in Volume 918, Page 594, Colorado County Official Records, from which a flat iron bar found for the Northwest corner of said 9.00 acre tract, same being the Northeast corner of said 24.09 acre tract bears, North 14° 42' 20" East, a distance of 558.71 feet;

THENCE South 71° 08' 25" East (called South 71° 08' 25" East) along the Northerly line of said 14.66 acre parent tract, same being the Southerly line of said 9.00 acre tract, a distance of 694.58 feet (called 694.58') to a 1/2 inch iron rod found for the Northeast corner of said 14.66 acre parent tract, same being the Southeast corner of said 9.00 acre tract, lying in the Westerly line of Strickland Lane;

THENCE South 18° 12' 24" West (called South 18° 12' 24" West) along an Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 15.56 feet (called 15.56') to a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract, same being the Northeast corner of a called 1 acre tract of land described in a deed dated December 10, 2019 from Ray Cunningham, et al to Brenda J. Cunningham, as recorded in Volume 923, Page 296, Colorado County Official Records;

THENCE North 70° 20' 13" West (called North 70° 20' 13" West) along a Southerly line of said 14.66 acre parent tract, same being the Northerly line of said 1 acre tract, a distance of 203.43 (called 203.43') feet to a 1/2 inch iron rod found for an interior corner of said 14.66 acre parent tract, same being the Northwest corner of said 1 acre tract;

THENCE South 17° 26' 17" West (called South 17° 26' 17" West) along an Easterly line of said 14.66 acre parent tract, same being the Westerly line of said 1 acre tract, at 177.71 feet passing a 1/2 inch iron rod found 0.25 feet left of line, continuing for a total distance of 210.79 feet (called 210.79') to a 1/2 inch iron rod found an interior corner of said 14.66 acre parent tract, same being the Southwest corner of said 1 acre tract;

THENCE South 68° 52' 59" East (called South 68° 52' 59" East) along a Northerly line of said 14.66 acre parent tract, same being the Southerly line of said 1 acre tract, a distance of 200.79 feet (called 200.79') to a 1/2 inch iron rod found for an exterior corner of said 14.66 acre parent tract, same being the Southeast corner of said 1 acre tract, lying in the Westerly line of Strickland Lane;

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THENCE South 17° 34' 40" West [called South 17° 34' 40" West] along the Easterly line of said 14.66 acre parent tract, same being the Westerly line of Strickland Lane, a distance of 52.80 feet to a 5/8 inch iron rod set w/cap for the Southeast corner of the herein described tract, same being the Northeast corner of a called 2.50 acre tract of land described as Tract IV also surveyed this same day;

THENCE across said 14.66 acre parent tract along the Northerly line of said Tract IV, being the Southerly line of the herein described tract, the following courses and distances:

- North 72° 15' 36" West, a distance of 371.84 feet to a 5/8 inch iron rod set w/cap;
- North 18° 10' 07" East, a distance of 98.99 feet to a 5/8 inch iron rod set w/cap;
- North 71° 49' 53" West, a distance of 321.50 feet to a 5/8 inch iron rod set w/cap for the Southwest corner of the herein described tract, same being the Northwest corner of said Tract IV, lying in the Easterly line of aforementioned 24.09 acre tract;

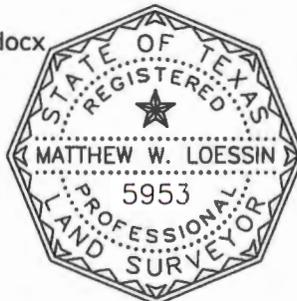
THENCE North 17° 42' 20" East [called North 17° 42' 20" East] along the Westerly line of said 14.66 acre parent tract, same being the Easterly line of said 24.09 acre tract, a distance of 196.33 feet to the **POINT OF BEGINNING**, containing **2.90 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 [EPOCH: 2010]
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99986370386458.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 25, 2023.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2023060314
Word File: 2023060314_Tract V_2.90_acre_m&b.docx
ACAD File: 2023060314.dwg

Date: July 26, 2023



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

3673

FILED FOR RECORD
COLORADO COUNTY, TX

2023 AUG 21 AM 11:35

KIMBERLY MENKE MK
COUNTY CLERK

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

AUG 23 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

August 14, 2023

- _15. Application submitted by S&S Irrigation, Inc. to install a water line in county right-of-way of Beard Road, Precinct No. 4. (Gertson)

Motion by Commissioner Gertson to approve an application submitted by S&S Irrigation, Inc. to install a water line in county right-of-way of Beard Road, Precinct No. 4; 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

August 14, 2023

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

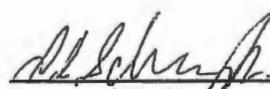
Application

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

Location of right-of-way for proposed construction/installation/repairs in Precinct ____:
1020 Beard Rd

Description of right-of-way work to be performed: _____
Bore for water

8/2/2023
Date


Signature of Firm Name Representative
AL Schindler Jr.
Printed Name of Firm Name Representative

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

August 14, 2023

Agreement

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

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, 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.

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

August 14, 2023

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

**MINUTES OF THE COLORADO COUNTY
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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.

**MINUTES OF THE COLORADO COUNTY
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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

August 14, 2023

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

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

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

8/2/2023
Date

[Signature]
Applicant

Approved by Commissioners Court on the 14 day of August, 2023.

8-14-23
Date

[Signature]
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



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

August 14, 2023

- _16. Texas Department of Transportation (TxDOT) 2023 certified county-maintained road mileage for Colorado County.

Judge Prause stated the document was to certify 738 road miles.

Motion by Judge Prause to approve the Texas Department of Transportation (TxDOT) 2023 certified county-maintained road mileage for Colorado County; 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

August 14, 2023



August 14, 2023

Dear Judge Ty Prause ,

Thank you for certifying the county road mileage for Colorado County. With your signature below, you have certified that Colorado County's mileage of 738 is correct. The Texas Department of Transportation, and any delegates you may have assigned to make updates, will also receive this mileage certification letter.

Ty Prause

CRI App Signed at 8/14/2023 11:17:18 am

Sincerely,

Michael Chamberlain

Transportation Planning and Programming Division

Director of Data Management

TPP_CRI@txdot.gov

(512) 851-9039

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

August 14, 2023

- _17. Authorize county personnel to work and use county equipment at the Colorado County Fair Grounds during working hours for the upcoming county fair. (Gertson)

Motion by Commissioner Gertson to authorize county personnel to work and use county equipment at the Colorado County Fair Grounds during working hours for the upcoming county fair; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

- _18. The following contracts for juvenile detention/residential services:
a. Rite of Passage, Inc. (9/1/2023-8/31/2024).
b. Gulf Coast Trades Center (9/1/2023-8/31/2024).
c. Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy (short-term and long-term) (9/1/2023-8/31/2024).

Motion by Commissioner Wessels to approve the following contracts for juvenile detention/residential services: Rite of Passage, Inc. (9/1/2023-8/31/2024), Gulf Coast Trades Center (9/1/2023-8/31/2024), and Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy (short-term and long-term) (9/1/2023-8/31/2024); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023



2nd 25th Judicial District
Department of Juvenile Services

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

William D. Old, III
District Judge
25th Judicial District

Ty Prause
County Judge
Colorado County

August 2, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find attached the contracts for detention/residential services effective September 1, 2023. The Contract and agreement for secure long-term and short-term residential service of juvenile offenders between Colorado County Juvenile Probation Department and Rite of Passage/Gulf Coast Trades Center as well as Rite of Passage Residential service facilities including Lake Granbury Youth Services, Texas Monarch Academy for Girls, and The Oaks-Brownwood.

The term of this agreement is for 12 months commencing September 1, 2023 through August 31, 2024. The daily rate is set at \$255.00 per day for detention/pre-adjudication services. The Post Adjudication-residential services rate is \$275.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Lavaca County Probation Department.

If you have any questions, please feel free to contact me at (361) 798-3714.

Sincerely,

A handwritten signature in cursive script that reads "Traci Darilek".

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**CONTRACT FOR RESIDENTIAL SERVICES
RITE OF PASSAGE, INC.**

At the request of and on behalf of Colorado County Juvenile Probation (hereinafter called COUNTY), and **Rite of Passage, Inc.** (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective from September 1, 2023 through August 31, 2024.

II. PURPOSE

The purpose of this Residential Services Agreement is to provide COUNTY with long term residential care for children adjudicated to have committed delinquent conduct. The placement facility to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

Contract facility Names

Lake Granbury Youth Services
Texas Monarch Academy For Girls
The Oaks – Brownwood

Addresses

1300 Crossland Road, Granbury, TX 76048
370 King Street, Denison, TX 75020
800 FM 3254, Brownwood, TX 76801

III. SERVICES

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed childcare facilities as follows:

- A. Provide this child with the nurture, care, clothing, treatment and training suited to his/her needs.
- B. Room & board, clothing, personal needs, recreation, incidentals, supervision, education, and social services.
- C. Transportation. Transportation includes escorted admission into the program and unescorted exit for students who have graduated/ completed the program. Students who do not complete the program will receive an escorted exit.
- D. It is the responsibility of the placing agency to pay for psychotropic medications that are prescribed to student.
- E. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
- F. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
- G. Not use corporal punishment, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
- H. Respect and keep confidential information given about the child and their family.

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

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**Rite of Passage, Inc.
Colorado County Juvenile Probation 23-24 Residential Contract**

- I. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
- J. Conduct a staffing or review on this child at least quarterly.
- K. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement.
- L. Submit ongoing written evaluations to the agency and/or parents or guardians quarterly.
- M. Immediately notify responsible party of significant changes in this child's health, behavior or location.
- N. Submit copies of any pertinent information such as school reports. Medical reports and psychological/psychiatric reports as completed.
- O. Give responsible party prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
- P. Conform to the applicable facility licensing/certification requirements.
- Q. Provide access to appropriate parties of documentation when documentation is maintained on children in their care.
- R. Notify the agency and/or parents or guardians immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
- S. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must pre-approve the child's participation in any furloughs, home visits, or extended agency trips.
- T. Ensure that the child's parent(s) or legal guardian(s), COUNTY, and specifically the County Placement Officer, including Texas Department of Juvenile Justice are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The COUNTY and parent(s) or legal guardian(s) will be informed immediately if during working hours. After normal working hours, the Juvenile Services On-Call Officer will be notified as soon as possible, as well as the parent(s) or legal guardian(s). In the event of serious illness or accident and for any required follow-up care SERVICE AGENT shall be responsible for having the child transported to the nearest hospital or emergency care facility. If the child returns to the SERVICE AGENT within ten (10) days or prior to the last billing day of the month, whichever shall receive payment for those days the child was absent from the SERVICE AGENT, but not to exceed ten (10) days payment.
- U. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of the SERVICE AGENT such as weekends, holidays, etc., and that the SERVICE AGENT must retain space for this child until their return, COUNTY will pay the SERVICE AGENT the herein agreed upon amount for such regularly scheduled days away from the SERVICE AGENT of its program providing they do not exceed ten (10) days at any one time.

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

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**Rite of Passage, Inc.
Colorado County Juvenile Probation 23-24 Residential Contract**

- V. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- W. The SERVICE AGENT is under no obligation to accept a child who is deemed inappropriate for placement in the program by the SERVICE AGENT.

The COUNTY Agrees to the following:

- A. Conduct a pre-placement visitation of the Rite of Passage sites. This visitation may be waived.
- B. Acknowledge that Rite of Passage is a behavior modification and treatment program for at-risk youth.
- C. Provide Rite of Passage the necessary background information and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to Rite of Passage within 14 days from date of placement.
- D. Work with Rite of Passage toward development of a treatment plan.
- E. Work toward termination of child's placement with Rite of Passage staff.
- F. Continue paying for this child's care as long as eligible and Rite of Passage maintains child on an active status or until Rite of Passage requests that placement be terminated.
- G. Assist in the maintenance of the child's constructive relationships with parents and other family members.
- H. Contact this child in Rite of Passage at least once a month. If case plan would indicate less frequent contact, Rite of Passage will be informed.
- I. Inform Rite of Passage if child has any tendencies toward dangerous behavior.
- J. Provide proof of medical coverage at the time of placement (If Applicable). If no medical coverage exists, payment is the responsibility of the County.
- K. Provide authorization for medical treatment, signed by parents or legal guardian.
- L. County agrees to pay for treatment for youth placed with the SERVICE AGENT who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the SERVICE AGENT.
- M. COUNTY agrees to pay all medical and/or dental bills if:
 - i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or;
 - ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the youth; and,
 - iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probable charges the next working day after services are provided.
 - iv) As appropriate, the SERVICE AGENT will provide proof of Medicaid coverage to the Medical Service Provider to enable them to seek Medicaid payment for medical services rendered.
- N. Consent to the child participating in rigorous physical training and individual and team sports.

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- O. Represent that the child has no physical ailments or conditions that would prevent him from participating in rigorous physical activities.

IV. COMPENSATION

- A. For and in consideration of the above-mentioned services, COUNTY agrees to pay SERVICE AGENT the per diem rate based upon the care provided, currently **\$275.00**.
- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by Juvenile Probation at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.
- C. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services.
- D. SERVICES AGENT will submit an invoice for payment of services to COUNTY on a monthly basis. Said invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: name of the child or children for whom payment is being requested along with the number of days (stated consecutively), date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Agreement. Invoice submitted by SERVICE AGENT in proper form shall be paid by COUNTY in a timely manner.
- E. SERVICE AGENT is hereby notified that state funds are used to pay for services rendered to COUNTY. For this reason, SERVICE AGENT shall account for the receipt and expenditure of all funds received from COUNTY, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the TJJD or COUNTY, the SERVICE AGENT shall submit to COUNTY upon request a financial audit prepared by independent certified public accountant.

V. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each child placed with the SERVICE AGENT shall have a written Individualized Case Plan (ICP), developed in concert with the child and mutually agreed upon by the appropriate SERVICE AGENT staff and appropriate county personnel along with a family member within thirty (30) days of placement, identifying which of the nine (9) domains pertain to the child. The Case Plan shall be reviewed every 3 months (90 days) thereafter or more often if necessary, until the child is released from the program.
- B. The ICP shall contain the reasons why the placement will benefit the child and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each child. Included shall be how the goals and objectives are to be achieved in the SERVICE AGENT placement. The ICP shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

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- C. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- D. COUNTY reserves the right to terminate the child's placement at the SERVICE AGENT at its discretion. The SERVICE AGENT must not release a child to any person or agency other than the COUNTY without the express consent of the COUNTY.
- E. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives in accordance with established SERVICE AGENT policies.
- F. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

VI. EXAMINATION OF PROGRAM AND RECORDS

- A. The SERVICE AGENT agrees that it will permit the COUNTY to examine and evaluate its program of services provided under the terms of this contract and to review COUNTY child records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENT and the child.
- B. The SERVICE AGENT shall provide to the COUNTY such descriptive information on contracted child as requested on forms provided by the COUNTY.
- C. The SERVICE AGENT agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of COUNTY and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the "records").
- D. The SERVICE AGENT shall retain all applicable records for a minimum of seven years or until any pending audits and all questions arising there from have been resolved.
- E. Provide the COUNTY with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- F. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:
 - i. percentage of youth in program successfully achieving set education goals,
 - ii. percentage of youth achieving set vocational goals,
 - iii. percentage of youth achieving set social skills goals,
 - iv. percentage of youth demonstrating overall progress,
 - v. number and type of investigations made by the TXDFPS or any law enforcement agency due to reports of abuse and/or neglect.

These records shall be made available to COUNTY for periodic inspection.

- G. Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA). The service

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provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provision of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions. The service provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR SS 115) standards and shall permit the placing county to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, the Service Provider shall provide to the placing county all incident-based aggregate data reports for every allegation of sexual abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (SS115.387 (f)) and the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence. The Service Provider shall report to the placing county in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.

H. Service Provider shall assist fully with any and all audits.

VII. CONFIDENTIALITY OF RECORDS

A. SERVICE AGENT shall maintain strict confidentiality of all information and records relating to children involved with COUNTY, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

VIII. DISCLOSURE OF INFORMATION

A. SERVICE AGENT warrants that, prior to entering this contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to COUNTY:

- i. Any and all corrective action required by any of SERVICE AGENT's licensing authorities;
- ii. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE AGENT that has direct contact with juveniles was the alleged or designated perpetrator;
- iii. The identity of any of SERVICE AGENT's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term *criminal history* shall include: (1) current felony and misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jail able misdemeanor conviction or deferred adjudication within the past five (5) years.

IX. ASSURANCES

A. The SERVICE AGENT is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to comply with standards of TJJD and to measure progress toward specified Goals and Outcomes, if applicable.

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- B. Under Section 231.006, Family Code, the SERVICE AGENT certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- C. The SERVICE AGENT understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. SERVICE AGENT further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested and will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.
- D. The SERVICE AGENT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to Section 151.309 of the Texas Limited Sales Excise and Use Tax Act.
- E. The SERVICE AGENT currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the SERVICE AGENT's provision of services under this agreement and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- F. Neither COUNTY nor any employee thereof is an agent of the SERVICE AGENT and neither SERVICE AGENT nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.
- G. SERVICE AGENT agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, penalties and expenses, including attorney's fees, with respect to SERVICE AGENT'S performance under this contract for which the SERVICE AGENT is liable.
- H. No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such a party may have immunity under Texas law.
- I. SERVICE AGENT agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

X. REPRESENTATION AND WARRANTIES

SERVICE AGENT hereby represents and warrants the following:

- A. That it has all necessary right, title, license, and authority to enter into this Agreement;
- B. That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions as well as for any potential liabilities that arise from or related to this Agreement; and
- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the

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requirements of Texas Family Code, Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect and exploitation allegations.

XI. FEE ASSESSMENT

- A. Children or their families shall not be assessed fees for services by the SERVICE AGENT unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of county children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a child is eligible for fiscal support from another state agency or organization, the SERVICE AGENT shall ensure that COUNTY is not charged for such fiscal support for which the child is otherwise eligible.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the SERVICE AGENT in compliance with the Civil Rights Act of 1964. The SERVICE AGENT will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The SERVICE AGENT will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.

XIII. OFFICIALS NOT TO BENEFIT

- A. No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect in this contract or the proceeds thereof.

XIV. TERMINATION

- A. Termination – Without Cause:

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, addressed as follows:

Rite of Passage, Inc.
2560 Business Pkwy Ste A
Minden NV 89423
Attn: Rusty Alexander

Colorado County Juvenile Probation
P.O. BOX 330
HALLETTSVILLE, TX 77964-0330
Attn: Traci Darilek, Chief

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B. Funding out: Service provider contracts that are funded in whole and in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

C. Termination – With Cause:

The COUNTY may terminate this contract within thirty (30) days of delivery of written notice for SERVICE AGENT'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract and/or SERVICE AGENT'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given to SERVICE AGENT when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Paragraph A – Termination – Without Cause.

D. LIQUIDATED DAMAGES

1. In the event that this contract is terminated for cause by COUNTY, SERVICE AGENT agrees to pay COUNTY for any monies paid for services not rendered by SERVICE AGENT prior to the effective date of termination of this contract.

XV. AMENDMENT

COUNTY may amend, modify, or alter the terms of this Agreement and specify an effective date thereof. COUNTY will then notify SERVICE AGENT in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by SERVICE AGENT will signify its acceptance of these changes. If SERVICE AGENT declines to accept changes made by COUNTY, SERVICE AGENT may terminate this Agreement subject to the conditions therein.

XVI. LAW AND VENUE

A. In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Hood County, Texas.

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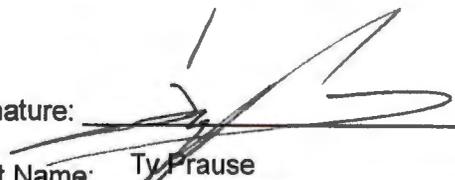
RITE OF PASSGE, INC.

Signature: 
Print Name: Rusty Alexander
Title: Business Managing Director
Date: 07/30/2023

Colorado County Juvenile Probation

Signature: 
Print Name: Traci Darilek
Title: Chief Juvenile Probation Officer
Date: 8/7/23

Colorado County Judge

Signature: 
Print Name: Ty Frause
Date: 8-14-23

**MINUTES OF THE COLORADO COUNTY
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**CONTRACT FOR RESIDENTIAL SERVICES
GULF COAST TRADES CENTER**

At the request of and on behalf of Colorado County Juvenile Probation (hereinafter called COUNTY), and **Gulf Coast Trades Center** (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective from September 1, 2023 through August 31, 2024.

II. PURPOSE

The purpose of this Residential Services Agreement is to provide COUNTY with long term residential care for children adjudicated to have committed delinquent conduct. The placement facility to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

Contract Facility Name
Gulf Coast Trades Center

Address
143 Forest Service Rd 233, New Waverly, TX 77358

III. SERVICES

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed childcare facilities as follows:

- A. Provide this child with the nurture, care, clothing, treatment and training suited to his/her needs.
- B. Room & board, clothing, personal needs, recreation, incidentals, supervision, education, and social services.
- C. Transportation. Transportation includes escorted admission into the program and unescorted exit for students who have graduated/ completed the program. Students who do not complete the program will receive an escorted exit.
- D. It is the responsibility of the placing agency to pay for psychotropic medications that are prescribed to student.
- E. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
- F. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
- G. Not use corporal punishment, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
- H. Respect and keep confidential information given about the child and their family.

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- I. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
- J. Conduct a staffing or review on this child at least quarterly.
- K. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement.
- L. Submit ongoing written evaluations to the agency and/or parents or guardians quarterly.
- M. Immediately notify responsible party of significant changes in this child's health, behavior or location.
- N. Submit copies of any pertinent information such as school reports. Medical reports and psychological/psychiatric reports as completed.
- O. Give responsible party prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
- P. Conform to the applicable facility licensing/certification requirements.
- Q. Provide access to appropriate parties of documentation when documentation is maintained on children in their care.
- R. Notify the agency and/or parents or guardians immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
- S. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must pre-approve the child's participation in any furloughs, home visits, or extended agency trips.
- T. Ensure that the child's parent(s) or legal guardian(s), COUNTY, and specifically the County Placement Officer, including Texas Department of Juvenile Justice are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The COUNTY and parent(s) or legal guardian(s) will be informed immediately if during working hours. After normal working hours, the Juvenile Services On-Call Officer will be notified as soon as possible, as well as the parent(s) or legal guardian(s). In the event of serious illness or accident and for any required follow-up care SERVICE AGENT shall be responsible for having the child transported to the nearest hospital or emergency care facility. If the child returns to the SERVICE AGENT within ten (10) days or prior to the last billing day of the month, whichever shall receive payment for those days the child was absent from the SERVICE AGENT, but not to exceed ten (10) day's payment.
- U. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of the SERVICE AGENT such as weekends, holidays, etc., and that the SERVICE AGENT must retain space for this child until their return, COUNTY will pay the SERVICE AGENT the herein agreed upon amount for such regularly scheduled days away from the SERVICE AGENT of its program providing they do not exceed ten (10) days at any one time.

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- V. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- W. The SERVICE AGENT is under no obligation to accept a child who is deemed inappropriate for placement in the program by the SERVICE AGENT.

The COUNTY Agrees to the following:

- A. Conduct a pre-placement visitation of the site. This visitation may be waived.
- B. Acknowledge that Gulf Coast Trades Center is a behavior modification and treatment program for at-risk youth.
- C. Provide Gulf Coast Trades Center the necessary background information and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to Gulf Coast Trades Center within 14 days from date of placement.
- D. Work with Gulf Coast Trades Center toward development of a treatment plan.
- E. Work toward termination of child's placement with Gulf Coast Trades Center staff.
- F. Continue paying for this child's care as long as eligible and Gulf Coast Trades Center maintains child on an active status or until Gulf Coast Trades Center requests that placement be terminated.
- G. Assist in the maintenance of the child's constructive relationships with parents and other family members.
- H. Contact this child in Gulf Coast Trades Center at least once a month. If case plan would indicate less frequent contact, Gulf Coast Trades Center will be informed.
- I. Inform Gulf Coast Trades Center if child has any tendencies toward dangerous behavior.
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- K. Provide authorization for medical treatment, signed by parents or legal guardian.
- L. County agrees to pay for treatment for youth placed with the SERVICE AGENT who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the SERVICE AGENT.
- M. COUNTY agrees to pay all medical and/or dental bills if:
 - i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or,
 - ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the youth; and,
 - iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probable charges the next working day after services are provided.
 - iv) As appropriate, the SERVICE AGENT will provide proof of Medicaid coverage to the Medical Service Provider to enable them to seek Medicaid payment for medical services rendered.

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- N. Consent to the child participating in rigorous physical training and individual and team sports.
- O. Represent that the child has no physical ailments or conditions that would prevent him from participating in rigorous physical activities.

IV. COMPENSATION

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- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by Juvenile Probation at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.
- C. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services.
- D. SERVICES AGENT will submit an invoice for payment of services to COUNTY on a monthly basis. Said invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: name of the child or children for whom payment is being requested along with the number of days (stated consecutively), date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Agreement. Invoice submitted by SERVICE AGENT in proper form shall be paid by COUNTY in a timely manner.
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in the Individual Program Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- C. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- D. COUNTY reserves the right to terminate the child's placement at the SERVICE AGENT at its discretion. The SERVICE AGENT must not release a child to any person or agency other than the COUNTY without the express consent of the COUNTY.
- E. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives in accordance with established SERVICE AGENT policies.
- F. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

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- A. The SERVICE AGENT agrees that it will permit the COUNTY to examine and evaluate its program of services provided under the terms of this contract and to review COUNTY child records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENT and the child.
- B. The SERVICE AGENT shall provide to the COUNTY such descriptive information on contracted child as requested on forms provided by the COUNTY.
- C. The SERVICE AGENT agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of COUNTY and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the "records").
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- E. Provide the COUNTY with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- F. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:
 - i. percentage of youth in program successfully achieving set education goals,
 - ii. percentage of youth achieving set vocational goals,
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 - v. number and type of investigations made by the TXDFPS or any law enforcement agency due to reports of abuse and/or neglect.

These records shall be made available to COUNTY for periodic inspection.

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- G. Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA). The service provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provision of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions. The service provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR SS 115) standards and shall permit the placing county to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, the Service Provider shall provide to the placing county all incident-based aggregate date reports for every allegation of sexual abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (SS115.387 (f)) and the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence. The Service Provider shall report to the placing county in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.
- H. Service Provider shall assist fully with any and all audits.

VII. CONFIDENTIALITY OF RECORDS

- A. SERVICE AGENT shall maintain strict confidentiality of all information and records relating to children involved with COUNTY, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

VIII. DISCLOSURE OF INFORMATION

- A. SERVICE AGENT warrants that, prior to entering this contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to COUNTY:
- i. Any and all corrective action required by any of SERVICE AGENT's licensing authorities;
 - ii. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE AGENT that has direct contact with juveniles was the alleged or designated perpetrator;
 - iii. The identity of any of SERVICE AGENT's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term *criminal history* shall include: (1) current felony and misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jail able misdemeanor conviction or deferred adjudication within the past five (5) years.

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IX. ASSURANCES

- A. The SERVICE AGENT is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to comply with standards of TJJD and to measure progress toward specified Goals and Outcomes, if applicable.
- B. Under Section 231.006, Family Code, the SERVICE AGENT certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- C. The SERVICE AGENT understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. SERVICE AGENT further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested and will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.
- D. The SERVICE AGENT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to Section 151.309 of the Texas Limited Sales Excise and Use Tax Act.
- E. The SERVICE AGENT currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the SERVICE AGENT's provision of services under this agreement and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- F. Neither COUNTY nor any employee thereof is an agent of the SERVICE AGENT and neither SERVICE AGENT nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.
- G. SERVICE AGENT agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, penalties and expenses, including attorney's fees, with respect to SERVICE AGENT'S performance under this contract for which the SERVICE AGENT is liable.
- H. No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such a party may have immunity under Texas law.
- I. SERVICE AGENT agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

X. REPRESENTATION AND WARRANTIES

SERVICE AGENT hereby represents and warrants the following:

- A. That it has all necessary right, title, license, and authority to enter into this Agreement;

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- B. That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions as well as for any potential liabilities that arise from or related to this Agreement; and
- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code, Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect and exploitation allegations.

XI. FEE ASSESSMENT

- A. Children or their families shall not be assessed fees for services by the SERVICE AGENT unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of county children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a child is eligible for fiscal support from another state agency or organization, the SERVICE AGENT shall ensure that COUNTY is not charged for such fiscal support for which the child is otherwise eligible.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the SERVICE AGENT in compliance with the Civil Rights Act of 1964. The SERVICE AGENT will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The SERVICE AGENT will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.

XIII. OFFICIALS NOT TO BENEFIT

- A. No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect in this contract or the proceeds thereof.

XIV. TERMINATION

- A. Termination – Without Cause:

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, addressed as follows:

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**Gulf Coast Trades Center
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Gulf Coast Trades Center
2560 Business Pkwy Ste A
Minden NV 89423
Attn: Rusty Alexander

Colorado County Juvenile Probation
P.O. BOX 330
HALLETTSVILLE, TX 77964-0330
Attn: Traci Darilek, Chief JPO

B. Funding out: Service provider contracts that are funded in whole and in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

C. Termination – With Cause:

The COUNTY may terminate this contract within thirty (30) days of delivery of written notice for SERVICE AGENT'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract and/or SERVICE AGENT'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given to SERVICE AGENT when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Paragraph A – Termination – Without Cause.

D. LIQUIDATED DAMAGES

1. In the event that this contract is terminated for cause by COUNTY, SERVICE AGENT agrees to pay COUNTY for any monies paid for services not rendered by SERVICE AGENT prior to the effective date of termination of this contract.

XV. AMENDMENT

COUNTY may amend, modify, or alter the terms of this Agreement and specify an effective date thereof. COUNTY will then notify SERVICE AGENT in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by SERVICE AGENT will signify its acceptance of these changes. If SERVICE AGENT declines to accept changes made by COUNTY, SERVICE AGENT may terminate this Agreement subject to the conditions therein.

XVI. LAW AND VENUE

- A. In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Hood County, Texas.

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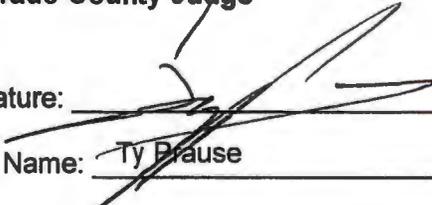
GULF COAST TRADES CENTER

Signature: 
Print Name: Rusty Alexander
Title: Business Managing Director
Date: 07/30/2023

Colorado County Juvenile Probation

Signature: 
Print Name: Traci Darilek
Title: Chief Juvenile Probation Officer
Date: 8/7/23

Colorado County Judge

Signature: 
Print Name: Ty Brause
Date: 8-14-23

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2nd 25th Judicial District
Department of Juvenile Services

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

William D. Old, III
District Judge
25th Judicial District

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find attached the contracts for detention/residential services effective September 1, 2023. The Contract and agreement for secure long-term and short-term residential service of juvenile offenders between Colorado County Juvenile Probation Department and Center for Success and Independence at Rockdale Youth Academy.

The term of this agreement is for 12 months commencing September 1, 2023-August 31, 2024. The daily rate is set at \$203.02 per day for detention/pre-adjudication services. The Post Adjudication-residential services rate is \$271.21 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Lavaca County Probation Department.

If you have any questions, please feel free to contact me at (361) 798-3714.

Sincerely,

A handwritten signature in cursive script, appearing to read "Traci Darilek".

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

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**CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM
DETENTION OF JUVENILE OFFENDERS
SPACE AVAILABLE**

STATE OF TEXAS §
COUNTY OF MILAM §
§

**YOUTH OPPORTUNITY INVESTMENTS
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE YOUTH ACADEMY
Detention Services
September 1, 2023 – August 31, 2024**

This Agreement is entered into by and between the ~~2nd, 25th Judicial District (Lavaca, Colorado and Gonzales County)~~, at the request of and on behalf of the ~~2nd, 5th Judicial District (Lavaca, Colorado and Gonzales County)~~ Juvenile Probation Department and Center for Success and Independence at Rockdale Youth Academy, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

**ARTICLE I
PURPOSE**

- 1.01 Whereas ~~2nd, 25th Judicial District~~, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N FM 487, Rockdale, Texas 76567. The business office of Service Provider is 12775 Horseferry Road, Suite 230, Carmel, Indiana, 46032.

**ARTICLE II
TERM**

- 2.01 The term of this agreement is for 1 year, commencing September 1, 2023 and ending August 31, 2024.

**ARTICLE III
PROVISIONS OF SERVICES**

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.

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B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the facility is authorized to secure the Outside Treatment at the expense of the Contracted County. Contracted County agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Contracted County officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Contracted County who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.

E. If a child is accepted by the Facility from Contracted County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Probation Department of Contracted County of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of Contracted County to provide for the transportation for the removal of the child.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Contracted County, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (I), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee

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of Service Provider shall deliver the child to the Juvenile Court of the placing County for which there will be an additional charge of .58 (fifty-eight) cents per mile.

I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Contracted County pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing County.

J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Probation Commission and all applicable State and Federal law.

K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.

L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Probation Commission. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining county.

M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Contracted County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

O. It is further understood and agreed by the parties that Contracted County will be financially responsible for any damages caused by any child the County places at the Facility.

**ARTICLE IV
COMPENSATION**

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$203.02 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

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- 4.03 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.04 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.05 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 4.06 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.08 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- 4.09 Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, private health insurance. Medicaid coverage is not active while a child is in secure placement and cannot be utilized to cover any medical expenses. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

**ARTICLE V
ADDITIONAL TERMS & AGREEMENTS**

- 5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, the

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official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.

- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracted County
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 This contract, terms and agreements are transferable.

**ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

**ARTICLE VII
CONFIDENTIALITY OF RECORDS**

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

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**ARTICLE VIII
DUTY TO REPORT**

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Milam County Sheriff's Office);

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Contracted County Juvenile Probation Department

8.02 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, Service Provider shall make available to the Chief Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 (e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard, the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with said County.

SERVICE PROVIDER shall retain and make available to JUVENILE PROBATION all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for JUVENILE PROBATION 's inspection, all contractual agreements with SERVICE PROVIDER's subcontractors for services related to this Agreement. Separate accountability of the receipt and expenditure of state funds.

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Furthermore, Service Provider shall be responsible for the financial cost associated with any PREA audit.

**ARTICLE IX
DISCLOSURE OF INFORMATION**

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE X
EQUAL OPPORTUNITY**

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

- (A) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
- (B) Will, in all solicitations or advertisement for employees placed by or on behalf of the

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Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) Shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XI
OFFICIALS NOT TO BENEFIT**

11.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

12.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notice required in this Agreement shall be deemed to have been received when actually receive.

Rockdale Youth Academy
696 N FM 487
Rockdale, Texas 76567

2nd 25th Judicial District
PO Box 336
Hallettsville, Texas 77964

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- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**ARTICLE XIII
TERMINATION**

- 13.01 The term of this Contract shall be for a period of twenty-four months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracted County responsibility for payment of any amounts due and owing at the time of termination of the contract. Said County shall remove at its expense all children placed in the Facility on or before the termination date.

**ARTICLE XIV
INDEMNIFICATION**

- 14.01 It is further agreed that Service Provider will indemnify and hold harmless Contracted County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracted County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

**ARTICLE XV
REPRESENTATIONS & WARRANTIES**

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15.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of ~~and 25th Judicial District~~, or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore, the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XV
TEXAS LAW TO APPLY**

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Milam County, Texas.

**ARTICLE XVI
VENUE**

17.01 Exclusive venue for any litigation arising from this Agreement shall be in Milam County, Texas.

**ARTICLE XVII
LEGAL CONSTRUCTION**

18.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XVIII
PRIOR AGREEMENTS SUPERSEDED**

19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

**MINUTES OF THE COLORADO COUNTY
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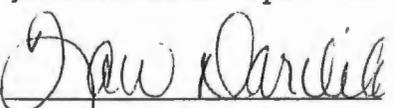
August 14, 2023

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This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by 2nd 25th Judicial District for the children placed in the Facility by the Judge of 2nd 25th Judicial District County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 14 day of August, 2023.

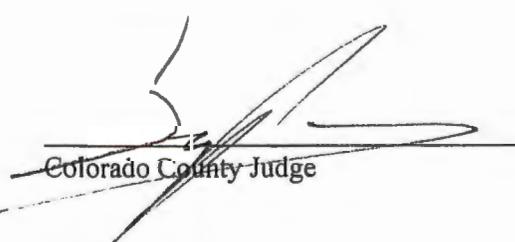
2nd 25th Judicial District
Juvenile Probation Department

Chief Juvenile Probation Officer

Center for Success and Independence
at Rockdale Youth Academy

James C. Hill Jr.

2nd 25th Judicial District

Authorized Personnel



Colorado County Judge

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**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS
SPACE AVAILABLE**

STATE OF TEXAS §
COUNTY OF MILAM §
§

**YOUTH OPPORTUNITY INVESTMENTS, LLC
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE ACADEMY
Residential Services
September 1, 2023 - August 31, 2024**

This Agreement is entered into by and between 2nd 25th Judicial District (Lavaca, Colorado, and Gonzales County) and Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N FM 487, Rockdale, Texas 76567. The business office of Service Provider is 12775 Horseferry Road, Suite 230, Carmel, Indiana, 46032.

**ARTICLE II
TERM**

- 2.01 The term of this agreement is for 1 year, commencing September 1, 2023 and ending August 31, 2024.

**ARTICLE III
SERVICES**

- 3.01 Service Provider will perform the following services:
- (1) Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
 - (2) Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

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- (3) Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- (4) Coordinate Multidisciplinary Treatment (MDT) team meetings twice a month (one formal and one informal) while youth is in the program. The Treatment Team consists of the youth, parent/guardian, Therapist, Clinical Director, Education Representative, Assistant Facility Administrator, Medical Staff, Juvenile Probation Officer, Direct Care Staff, and anyone else the team believes needs to be involved. The purpose of the MDT is to evaluate the youth's progress in the program, discuss any concerns or problem, and to give all participants an opportunity to provide input towards the youth's status in medical, safety and security, recreation, education, mental/behavioral health, relationships, socialization, permanence, and parent and child participation. This process also assists the placing county with their completion of the initial case plan/reviews.
- (5) Maintain copies of the original Individualized Program Plan and the periodic reviews.
- (6) Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- (7) Document and maintain records pertaining to the effectiveness of goods and Services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- (8) Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, private health insurance. Medicaid coverage is not active while a child is in secure placement and cannot be utilized to cover any medical expenses. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

**ARTICLE IV
EVALUATION CRITERIA**

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate

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the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

- (1) Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1.1 Ensure children complete residential placement.
 - 2.1 Prevent re-referrals of children during the six (6) months following release from residential placement.
 - 3.1 Ensure children move down in their Level of Care as they progress in the treatment program.
 - (2) Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 2.1 The total number of children placed in residential placement.
 - 2.2 The total number of children who were discharged from residential placement successfully.
 - 2.3 The total number of re-referrals of children discharged from placements within six (6) months after release.
 - 2.4. The total number of children who move down in their Level of Care.
 - 2.5. The average length of time before a child moves down in the Level of Care.
 - (3) Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
 - 3.1 Percentage of children in residential placement who will complete their placement as a successful discharge.
 - 3.2 Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
 - 3.3 Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V
COMPENSATION**

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$271.21 per day for each child admitted into the program. The Levels of Care is defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. Youth Opportunity, at their discretion, may increase daily rates in accordance with the Texas Department of Family and Protective Service (TDFPS) rate schedule. As TDFPS rates increase, Youth Opportunity may increase rates to reflect the current rate of service. If a rate increase is proposed, the contracting county will be provided 30 days' notice of said increase.
- 5.02 For children participating in sex offender treatment, the cost of the Offense Summary Polygraph and the Sexual History Polygraph will be paid by the Service Provider at a rate of \$250.00 per exam. Additional polygraphs required due to the child failing one or both of the aforementioned exams will be paid by Juvenile Probation

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- at a rate of \$250.00 per exam. The cost is based on the projected actual cost of care for children in the facility. **Payment is due within 30 days of receipt of billing.**
- 5.03 Psychiatric services will be provided at no cost to the county for the initial evaluation and any follow up evaluation. The service provider will request medical permission before any resident is seen by the psychiatrist. The county is responsible for payment for any labs or medication resulting from the psychiatric visit.
- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
- 5.06 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
- (1) Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 - (2) If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.07 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 5.09 Service Provider agrees to make claims for payment or direct any payment disputes to

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Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

- 5.10 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.11 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties' resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

**ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS**

- 6.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of sending County.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of sending County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of sending County pursuant to: (a) section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of sending County.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit contracted County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining

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to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **contracted County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 The Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is defined by the Texas Government Code Section 808.001, effective September 1, 2017. The Service Provider verifies that it has not engaged in business with Iran, Sudan or any Foreign Terrorist Organizations, as defined by the Texas Government Code Section 2252.152.
- 6.11 This contract, terms and agreements are transferable.

**ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS**

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 7.05 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

**ARTICLE VIII
CONFIDENTIALITY OF RECORDS**

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as

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required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE IX
DUTY TO REPORT**

9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- (1) Local law enforcement agency (such as the Milam County Sheriff's Office);
- (2) Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- (3) Contracted County Juvenile Probation Department

9.02 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, Service Provider shall make available to the Chief Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 (e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard, the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with 2nd 25th Judicial District.

SERVICE PROVIDER shall retain and make available to JUVENILE PROBATION all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for JUVENILE PROBATION 's inspection, all contractual agreements with SERVICE PROVIDER's subcontractors for services related to this Agreement. Separate accountability of the receipt and expenditure of state funds.

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Furthermore, Service Provider shall be responsible for the financial cost associated with any PREA audit.

**ARTICLE X
DISCLOSURE OF INFORMATION**

10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- (1) Any and all corrective action required by any of Service Provider's licensing authorities;
- (2) Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- (3) Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- (4) Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- (5) The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- (6) The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE XI
EQUAL OPPORTUNITY**

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

- (1) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
- (2) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive

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consideration for employment without regard to race, color, religion, sex, or national origin.

- (3) Shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XII
OFFICIALS NOT TO BENEFIT**

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- (1) If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - (2) If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
 - (3) Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
 - (4) To the extent permitted by law, the prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
 - (5) All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

Rockdale Youth Academy
696 N FM 487
Rockdale, Texas 76567

2nd 25th Judicial District
PO Box 330
Hallettsville, TX 77964

**MINUTES OF THE COLORADO COUNTY
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Center for Success and Independence at Rockdale Academy
Residential Services Agreement
September 1, 2023 – August 31, 2024

- (6) Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- (7) The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- (8) If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- (9) No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- (10) The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**ARTICLE XIV
TERMINATION**

- 14.01 The term of this Contract shall be for a period of twenty-four months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contract County responsibility for payment of any amounts due and owing at the time of termination of the contract. Contracted County shall remove at its expense all children placed in the Facility on or before the termination date.

**ARTICLE XV
WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVI
INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless 2nd 25th Judicial District against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless said County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

**MINUTES OF THE COLORADO COUNTY
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September 1, 2023 – August 31, 2024

**ARTICLE XVII
SOVEREIGN IMMUNITY**

17.01 This Agreement is expressly made subject to 2nd 25th Judicial District Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the 2nd 25th Judicial District has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

**ARTICLE XVIII
REPRESENTATIONS & WARRANTIES**

18.01 Service Provider hereby represents and warrants the following:

- (1) That it has all necessary right, title, license and authority to enter into this Agreement;
- (2) That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of 2nd 25th Judicial District or any political subdivision thereof;
- (3) Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- (4) That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX
TEXAS LAW TO APPLY**

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Milam County, Texas.

**ARTICLE XX
VENUE**

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Milam County, Texas.

ARTICLE XXI

**MINUTES OF THE COLORADO COUNTY
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Center for Success and Independence at Rockdale Academy
Residential Services Agreement
September 1, 2023 – August 31, 2024

LEGAL CONSTRUCTION

21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED**

22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by 2nd 25th Judicial District for the children placed in the Facility by the Judge of said County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this _____ day of _____, 20_____.

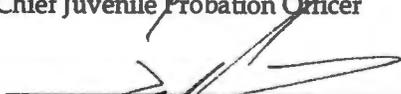
2nd 25th Judicial District
Juvenile Probation Department



Chief Juvenile Probation Officer

Center for Success and Independence
at Rockdale Youth Academy

James C. Hill Jr.



Colorado County Judge

2nd 25th Judicial District

Authorized Personnel

**MINUTES OF THE COLORADO COUNTY
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- _19. Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County for capital cases. (Prause)

Motion by Judge Prause to approve an Interlocal Agreement between the Regional Public Defender Office Local Government Corporation and Colorado County for capital cases; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**
P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER
Edward Ray Keith Jr.
DEPUTY PUBLIC DEFENDER
Keri Mallon

CHIEF FINANCIAL OFFICER
Amy Sharb
SYSTEM ADMINISTRATOR
Elaine Nauert

Honorable Ty Prause
County Judge
County of Colorado
PO Box 236
Columbus, Texas 78934

Via email: ty.prause@co.colorado.tx.us

RE: *FY2024/25 Interlocal Agreement*

Honorable Judge Prause:

The current Interlocal Agreement expires September 30, 2023. Enclosed is the new Interlocal Agreement for the FY2024/25 biennium. The Interlocal begins October 1, 2023 and expires September 30, 2024; it will automatically renew on October 1, 2024 and expire September 30, 2025.

The factors that were used to calculate the updated allocations are the 2020 census numbers and the latest ten-year capital case data reported by your District Clerk (Oct. 1, 2010-Sep. 30, 2020).

In addition, our Board of Directors, adopted the Application for Appointment of Legal Counsel from the Regional Public Defender Office to be submitted by the appointing District Judge with the Order Appointing.

The signed Interlocal is due back to us by September 30, 2023 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ray Keith, Jr.", written over a horizontal line.

Edward Ray Keith, Jr.

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INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION ("RPDO")**, and **COLORADO COUNTY, TEXAS ("Participant")**, a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Colorado County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PROGRAM**

- 1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

**MINUTES OF THE COLORADO COUNTY
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murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

**MINUTES OF THE COLORADO COUNTY
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- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

**ARTICLE II
OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Ty Prause County Judge
Colorado County
PO Box 236
Columbus, Texas 78934
E-Mail: ty.prause@co.colorado.tx.us

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

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

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- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

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

August 14, 2023

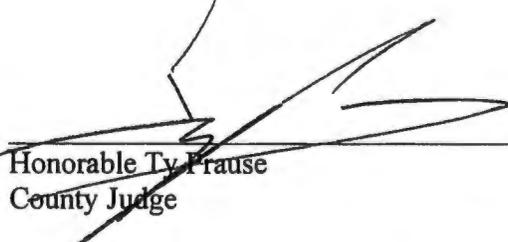
- (c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 14 day of August, 2023.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF COLORADO

Board Chairman

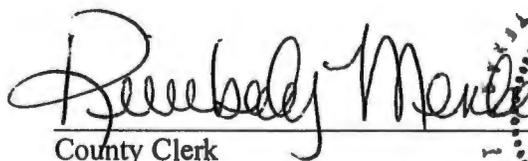


Honorable Ty Frause
County Judge

ATTEST:

ATTEST:

Board Secretary



County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases



County Attorney

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

**MINUTES OF THE COLORADO COUNTY
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County	FY24	FY25
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

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Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

**MINUTES OF THE COLORADO COUNTY
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Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
KNOX County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

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

August 14, 2023

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

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

August 14, 2023

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

_____ District Court
_____ County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)

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

August 14, 2023

- _20. Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2024.
(Lowrance)**

Motion by Commissioner Wessels to approve the Texas County & District Retirement System (TCDRS) Plan Assessment for Plan Year 2024 with 20% Consumer Price Index (CPI); 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**

August 14, 2023



**Plan Agreement for Plan Year 2024
Colorado County – 144
Effective as of Jan. 1, 2024**

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	125%
Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	20 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
COLA:	20% CPI
Retirement Plan Funding	
Elected Rate:	13.00%
Total Contribution Rate	
Retirement Plan Rate:	13.00%
Group Term Life Rate:	N/A
Total Contribution Rate:	13.00%

Certification

I certify that the plan agreement for the participation of Colorado County in TCDRS for the 2024 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on 08/14/23 (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: Ty Prause

County Judge's Signature: _____

Date: August 14, 2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**



PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2024
Colorado County

CURRENT PLAN AND PROPOSED PLAN(S)

	Current Plan	3% FR	2024 CPI 20	2024 CPI 10
Basic Plan Options				
Employee Deposit Rate	7.00%	7.00%	7.00%	7.00%
Employer Matching	200%	200%	200%	200%
Application of Matching	Past & Future	Past & Future	Past & Future	Past & Future
Prior Service Credit	125%	125%	125%	125%
Retirement Eligibility				
Age 60 (Vesting)	8 yrs of service			
Rule Of	75 yrs total age + service			
At Any Age	20 yrs of service			
Optional Benefits				
Partial Lump-Sum Payment at Retirement	No	No	No	No
Group Term Life	NONE	NONE	NONE	NONE
COLA	N/A	3% FLAT	20% CPI	10% CPI
Retirement Plan Funding				
Normal Cost Rate	7.17%	7.17%	7.17%	7.17%
UAAL/(OAAL) Rate	5.22%	5.71%	5.62%	5.34%
Required Rate	12.39%	12.88%	12.79%	12.51%
Elected Rate	13.00%	13.00%	13.00%	13.00%
Additional Employer Contribution	\$0.00	\$0.00	\$0.00	\$0.00
Total Contribution Rate				
Retirement Plan Rate	13.00%	13.00%	13.00%	13.00%
Group Term Life Rate	0.00%	0.00%	0.00%	0.00%
Total Contribution Rate	13.00%	13.00%	13.00%	13.00%
Valuation Results				
Actuarial Accrued Liability	\$44,892,249	\$45,121,471	\$45,042,705	\$44,800,496
Actuarial Value of Assets	\$39,367,533	\$39,367,533	\$39,367,533	\$39,367,533
Unfunded/(Overfunded) Actuarial Liability	\$5,324,718	\$5,753,938	\$5,875,172	\$5,432,983
Funded Ratio	88.1%	87.2%	87.4%	87.9%

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

August 14, 2023



**Plan Assessment for Plan Year 2024
Colorado County – 144
Participation Date – 3/1/1968**

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

	2024 Plan
Basic Plan Options	
Employee Deposit Rate	7%
Employer Matching	200%
Prior Service Credit	125%
Retirement Eligibility	
Age 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	20 years of service
Optional Benefits	
Partial Lump Sum	No
Group Term Life	None
Retirement Plan Funding	
Total Normal Cost Rate	14.17%
Employee Deposit Rate	<u>-7.00%</u>
Employer-Paid Normal Cost Rate	7.17%
UAAL / (OAAL) Rate	<u>5.22%</u>
Required Rate	12.39%
Elected Rate	13.00%
Total Contribution Rate	
Retirement Plan Rate (greater of required and elected rate)	13.00%
Group Term Life Rate	<u>N/A</u>
Total Contribution Rate	13.00%
Valuation Results (Dec. 31, 2022)	
Actuarial Accrued Liability	\$44,692,249
Actuarial Value of Assets	<u>\$39,367,533</u>
Unfunded / (Overfunded) AAL	\$5,324,716
Funded Ratio	88.1%

Notes:

Last COLA: 2020

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

August 14, 2023

- _21. Consent Items:
- a. Receive proposed biennium budget for FY2024-2025 for the 2nd 25th Judicial District Community Supervision and Corrections Department and proposed FY2024 budget for the Juvenile Probation Department, pursuant to Local Government Code 140.004(c).
 - b. Superheavy or Oversize Permit Bond posted by Castex Energy, Inc. (7/27/2023- 7/27/2024)
 - c. Certificate of Liability Insurance posted by:
 1. S & S Irrigation, Inc. (8/13/2023 – 8/13/2024)
 2. Kinder Morgan, Inc. including Permian Highway Pipeline LLC, Kinder Morgan Tejas Pipeline LLC, and Copano Pipelines/South Texas LLC (8/1/2022 – 9/1/2023).

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

(See Attachments)

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

August 14, 2023

**2nd 25th Judicial District
CSCD, ISF and Juvenile Probation Department
Serving Lavaca, Gonzales and Colorado Counties**



**Proposed Biennium Budget for FY 2024 – 2025 for CSCD & ISF
Proposed Biennium Budget for FY 2024 for the
Juvenile Probation Department**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**



**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

William D. Old III
District Judge
25th Judicial District

TO: Commissioners' Court of Lavaca, Gonzales and Colorado Counties
FROM: Traci Darilek, Director
RE: Proposed Biennium Budget for FY2024 – 2025 for the CSCD and ISF
Proposed Budget for FY 2024 for the Juvenile Probation Department

Please find the proposed biennium budget for FY 2024-2025 for the 2nd 25th Judicial District Community Supervision and Corrections Department and the proposed FY 2024 budget for the Juvenile Probation Department.

The meeting to finalize and approve both budgets will be held by ZOOM on Thursday, August 17, 2023 at 8:00 a.m.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

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- 1. FY 24 Adult CSCD Budget Letter**
- 2. Basic Supervision Budget**
- 3. Spanish Speaker's Caseload**
- 4. Special Needs Caseload**
- 5. Sex Offender Program**
- 6. TAIP-Treatment Alternative to Incarceration Program**
- 7. Substance Abuse Program**
- 8. Intermediate Sanction Facility**
- 9. County Adult**
- 10. Adult CSCD FY 24 Salaries**
- 11. FY 24 Juvenile Budget Letter**
- 12. Juvenile Contract Summaries**
- 13. Juvenile FY 24 Salaries**
- 14. State Aid Funding**
- 15. Local Funding**

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

August 14, 2023



**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

William D. Old III
District Judge
25th Judicial District

Judges,

Since my appointment as director effective January 1, 2023, addressing the department's past and future funding issues has consumed a significant portion of my time. By providing you with the below summary, I intend to give you an update on the recent department financial situation for the CSCD and ISF as well as an overview of the upcoming two-year state budget.

FY 2022-2023 budget (September 1, 2021-August 31, 2023)

When I assumed the CSCD Director position in January, it was my understanding the department was in excellent financial shape. Unfortunately, several factors existed under the prior administration's tenure led to a decline in the department's financial position. I contracted with Leighton Iles, retired Director of Tarrant County CSCD and former Director of Fort Bend CSCD to assist me. On 9/1/2021, the department did in fact retain over a five-month fund balance of \$398,000, which is generally considered very good to excellent compared to other departments in the state (CSCDs are only allowed to retain a maximum of six months at the end of the year biennium or face losing state funding). Over the next 18 months (from September 2021-February 2023), the department's financial situation deteriorated to a fund balance of \$201,000 or approximately a 50% decline. In other words, CSCD expenses exceeded revenues significantly and expending the department's fund balance was required to keep operations running. Several factors contributed to this situation including:

1. The department overall caseload decreased during FY'22-23 which impacted fee collections. Fee collections account for 58% of our basic supervision budget. Due to the decrease in cases, we expect the department will receive approximately \$180,000 less in probation fee revenue during this two-year funding cycle compared to FY'20-21.
2. As the department cases dropped, the previous administration did not reduce staffing levels as staff retired or left the department. By maintaining higher staffing levels, expenses remained higher at previously approved levels although the department workload slightly decreased with the reduction of cases.
3. Prior administration had a practice of transferring basic supervision funds (formula funds and fee collections) to grant programs, such as the ISF, when the funding was not needed. In doing so, the funding becomes part of the state grant and must be refunded to the state as opposed to using the funding for caseload supervision or other purposes.

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

August 14, 2023

4. State formula funding remained stagnate for two years due to our lower caseload numbers and a lack of any increases from the legislature (although the future is brighter for FY' 24-25).

Since learning about the above funding issues, I have been working with CJAD to re-organize our budgeting process and build back our fund balance as close to five months as possible before closing out this biennium on August 31, 2023. Below are the measures I have taken to address the above noted situations:

1. Three positions remain vacant during FY 2023 for an approximate savings of \$173,020 which included the former assistant director position.
2. Requesting the state approve approximately \$101,593 in funding be transferred from grants and other programs back to our basic supervision fund balance. This request required special approval from TDCJ-CJAD for FY '22 since the funds were previously transferred and expended within the ISF program.
3. Salary increases-I intended to increase our officer starting salary and adjust salaries during this fiscal year; however, those increases will take effect 9/1/2023 when we begin the new biennium. The ISF staff are the only exception since these funds are grant funds and must be expended by 8/31/23. With CJAD permission, all eligible ISF staff received a one-time 4% increase using state funds in July for ISF employees.
4. We have limited our discretionary spending such as travel, training and equipment except when absolutely necessary.
5. Grant and CCP program budgets have been reorganized to minimize refunds to TDCJ-CJAD at the end of the biennium. In doing so, these programs will return excess funding to our basic supervision budget as appropriate prior to any refunds to the state.

In summary, I feel confident we will close the biennium out with approximately \$350,000-\$370,000 or almost 5 months of expenditures in our funding balance. Without taking the above actions, our balance would have remained significantly less or approximately \$200,000 or 2.5 months of expenses. In short, we have made sacrifices in various parts of the budget for the last few months; however, we are closing the fiscal year in much better shape than when I initially started January 1st.

FY'24-25 budget (September 1, 2023-August 31, 2025)

As previously noted, the future budget picture is brighter than the past two years. The state has increased our basic supervision funding substantially, including a mandatory minimum of \$3,000/5% pay raise for each staff member in 2024 and another \$3,000/5% minimum in 2025. As a result, the department is receiving additional revenue in the amount of \$7,782 for all programs compared to FY 2023. While the funding news is overall very positive, we did realize a decrease in funding for the ISF of \$28,806 and CCP funds of \$3,241 compared to FY'23. TDCJ-CJAD staff explained the reduction in funding for the ISF is generally related to the low census of facility population. We are currently at about 70% population capacity.

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

August 14, 2023

The 2nd 25th Judicial District operates from the following funding sources: **Basic Supervision, Dedicated Salary, Community Corrections Funding (CCP) and Diversionary Placement Grants for Mental Health, TAIP, Aftercare and the Intermediate Sanction Facility.**

The Texas Department of Criminal Justice (TDCJ), Community Justice Assistance Division released the following State Aid Funding for Fiscal Year 2024 to the 2nd 25th Judicial District as follows.

BASIC SUPERVISION and CCP FUNDS:

Basic Supervision	Rider 64 Salary Increase	Dedicated Salary	Total Basic Supervision Funding	Community Corrections Funding
279,443	181,085	79,890 split between CSCD/ISF	540,418	106,644
Increase from 2023 of 82,070	HB1/SB1 funding for salaries/fringe for CSCD/ISF	Originated in 2010; Amount stayed the same		Decrease from 2023 of 3,241

CJAD awarded the following Diversionary Placement/TAIP grants to the 2nd 25th Judicial District:

DIVERSIONARY GRANTS:

ISF	Special Needs	TAIP	Aftercare
1,424,003	62,677	53,735	21,118
Decrease of 28,806 From FY 2023 due to low census population	Same amount as FY 2023	Same amount as FY 2023	Increase of 7,872

The department will be inter-funding **\$250,755** to four programs to allocate Rider 64 and Basic supervision funds and meet the program budget needs:

Transfer From	Transfer To	Amount	Reason
Basic Supervision	Sex Offender	-3,702	Supplement position paid with CCP funds
Basic Supervision	Spanish Speaker	-10,121	Supplement position paid with CCP funds
Basic Supervision	Special Needs	-69,515	Supplement two positions paid with Special Needs Grant
Basic Supervision	ISF	-101,250	Rider 64 Salary
Basic Supervision	ISF	-40,000	Dedicated Salary

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

August 14, 2023

Basic Supervision	ISF	-26,167	Due to funding cut
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The Department requested \$10,000 from each county to fund utilities, equipment and operating expenses which is the same amount requested in FY 2023.

Per approval of the Juvenile Board and the Board of Judges, the department's starting salaries will be increased for FY 24 due to HB1/SB1 Biennium increase of Basic Supervision funds, Rider 64 Salary/Fringe increases and the dissolution of 3 former positions. The Rider 64 funding was based on a 2021 Salary survey and included all staff.

Leighton Iles has guided me in disseminating the Rider 64 and Basic Supervision funds to address our FY 2023 salary compression, establish caps on all positions with future step increases while remaining competitive with our neighboring CSCD departments and reconfigure the ISF salary ladder.

Our first goal addressed the salary compression initiated with the FY 2023 increases. Although the department starting salaries were minimally increased in FY 23, two starting salaries were not changed. The Officer in Charge Position was increased to \$55,000 and the Administrative Assistant position was increased to \$35,000. The CSO starting salary was increased to \$45,000 to remain competitive with our neighboring CSCD departments. We are fully staffed with certified officers and we feel this will decrease turnover and improve department morale. Lastly, we utilized years of service and recognized staff who brought prior CSCD service with them to implement salary steps to minimize the salary compression from FY 2023.

FY 2024 salary increases totaled the following and was accomplished using the Rider 64 Salary/Fringe Increase, HB1/SB1 Basic Supervision increase and the dissolution of three positions within the department. All staff will receive \$3,000 or 5% in FY 2025 from HB1/SB1.

CSCD Staff Salary Increases	\$122,931
CSCD Staff Fringe Increases	\$30,855
ISF Staff Salary Increases	\$88,336
ISF Staff Fringe Increases	\$22,172

Fee collections:

The initial fee projection for FY 22 was \$580,836, however, as stated above, that projection proved to be incorrect leading to a decrease in our fund balance. Due to a shortfall of probation fees, former administration reduced the fee projections for FY 23 (September, 2022) to 497,300 and we appear on track to collect that amount by the end of August 2023. We plan to project the same amount for FY 24 because our fees continue to decrease significantly each fiscal year and continue to be severely impacted by a decrease of misdemeanor and felony placements, backlogs of cases pending intake at the county attorney and the economy.

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

August 14, 2023

At present the department projects to carry over approximately \$350,000-\$370,000 for FY 2024.

Director goals/projects FY'2024

The following are a list of goals, objectives and areas I have identified for FY '24 which need attention:

- Review of the ISF facility, staffing, and program delivery. This must be accomplished to increase bed utilization, improve successful outcomes and ultimately increase state grant funding.
- Review and revise department policies and procedures. Numerous policies and practices need updating to comply with state/federal standards and/or regulations.
- Complete full implementation of the department's compensation system for staff.
- Continue evaluating the department's workload and reassign duties to staff throughout the district to balance the responsibilities in alignment with staffing patterns.
- Continue monitoring the department budget to ensure a healthy fund balance and responsible use of our funding.
- Reviewing court documents and PSI reports for consistency across the district with regards to substance abuse placements, placement in appropriate programs, Ignition Interlock bonds and drug testing.
- Preparation of the Strategic Plan for 2024.

Please let me know if you have any questions, I am requesting the County Judge make this budget available to the commissioners as required by statute. The Board of Judge's meeting to approve this budget is scheduled for a ZOOM meeting on Thursday, August 17, 2023 at 8:00 a.m., Notices will be posted in compliance with the open meetings requirement.

Thank you,



Traci Darilek
Director

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

August 14, 2023

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 8/1/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	900 - Basic Supervision	BS		Editable	8/1/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 540,418	\$ 540,418
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 445,000	\$ 445,000
Payments By Program Participants	\$ 79,400	\$ 79,400
Interest Income (Basic Supervision Only)	\$ 1,200	\$ 1,200
Carry Over from Previous Fiscal Year	\$ 350,000	\$ 350,000
Other Revenue	\$ 8,000	\$ 8,000
Basic Supervision Interfund Transfer [+ or -]	\$ -250,888	\$ -250,888
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 1,173,130	\$ 1,173,130
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 741,194	\$ 741,194
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 16,996	\$ 16,996
Contract Services for Offenders	\$ 10,550	\$ 10,550
Professional Fees	\$ 53,299	\$ 53,299
Supplies & Operating Expenses	\$ 339,591	\$ 339,591
Facilities	\$ 0	\$ 0
Utilities	\$ 5,500	\$ 5,500
Equipment	\$ 6,000	\$ 6,000
TOTAL EXPENDITURES:	\$ 1,173,130	\$ 1,173,130

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

August 14, 2023

Section 2 - Payments By Program Participants

GRAND TOTALS	FY1:	\$79,400	FY2:	\$79,400
Payment Source	Fiscal Year 1	Fiscal Year 2	Audit Date	
PSI Fee	15,000	15,000	7/31/2023	
Pre-Trial Diversion	8,000	8,000	7/31/2023	
UA Fee	25,000	25,000	7/31/2023	
Transfer Fee	1,000	1,000	7/31/2023	
Probation Fine	30,000	30,000	7/31/2023	
Electronic Monitoring	400	400	7/31/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 3 - Other Revenue

GRAND TOTALS	FY1:	\$8,000	FY2:	\$8,000
Revenue Source	Fiscal Year 1	Fiscal Year 2	Audit Date	
Administrative Transaction Fees	8,000	8,000	7/31/2023	

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

August 14, 2023

Section 4 - Basic Supervision Interfund Transfers

GRAND TOTALS		FY1:	(\$250,888)	FY2:	(\$250,888)
Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date	
900 - BS - Basic Supervis	12 - CCP - Sex Offender P	-3,702	-3,702	8/1/2023	
900 - BS - Basic Supervis	14 - CCP - Spanish Speake	-10,254	-10,254	8/1/2023	
900 - BS - Basic Supervis	13 - DP - Special Needs C	-69,515	-69,515	7/31/2023	
900 - BS - Basic Supervis	1 - DP - Intermediate San	-101,250	-101,250	7/28/2023	
900 - BS - Basic Supervis	1 - DP - Intermediate San	-66,167	-66,167	7/31/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 7 - Part Time Salaries

GRAND TOTALS		FY1:	\$17,472	FY2:	\$17,472
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
CSO IV	yearly	17,472	17,472	7/31/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 8 - Fringe Benefits

GRAND TOTALS

FY1:

\$141,785

FY2:

\$141,785

Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
FICA/Medicare	.0765	37,163	37,163	7/31/2023
Retirement	.1700	101,900	101,900	7/31/2023
TCDRS Insurance	.0033	2,003	2,003	7/31/2023
Unemployment	.0012	719	719	7/31/2023

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

August 14, 2023

Section 9 - Travel/Furnished Transportation

GRAND TOTALS

FY1: \$16,996

FY2: \$16,996

Travel Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Auto Insurance	\$120.00 a month	1,900	1,900	7/31/2023
Travel Per-Diem	Not Specified	9,740	9,740	7/31/2023
Travel-Mileage	Not Specified	156	156	7/31/2023
Vehicle Fuel	Not Specified	2,500	2,500	7/31/2023
Vehicle Maintenance	225.00 a month	2,700	2,700	7/31/2023

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

August 14, 2023

Section 10 - Contract Services for Offenders

GRAND TOTALS

FY1:

\$10,550

FY2:

\$10,550

Provider Name	Type of Service	Qty	Unit	Rate	Fiscal Year 1	Fiscal Year 2	Audit Date
Colorado County Jail	Medical Exams/Physicals	6	year	60.00	360	360	7/31/2023
Electronic Monitoring	Electronic Monitoring	12	month	96.10	1,200	1,200	7/31/2023
Gonzales Community Health Center	Medical Exams/Physicals	3	year	55.00	330	330	7/31/2023
Lavaca Physicals	Medical Exams/Physicals	6	year	60.00	360	360	7/31/2023
Next Step Counseling SO	Sex Offender Evaluations	6	year	550.00	3,300	3,300	7/31/2023
Omega Hair Follicle Testing	Hair Follicle Testing	45	year	58.00	2,000	2,000	7/31/2023
Redwood Toxicology	Urinalysis Confirmation	120	year	25.00	3,000	3,000	7/31/2023

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

August 14, 2023

Section 12 - Supplies & Operating Expenses

GRAND TOTALS FY1: \$339,591 FY2: \$339,591

Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Computer Maintenance - James Telco	416.66 a month	5,000	5,000	7/31/2023
Computer Supplies	250.00 a month	3,000	3,000	7/31/2023
Copy Machine Supplies	\$81 Mos X 3 off	2,916	2,916	7/31/2023
CSR Supplies	16.66 a month	200	200	7/31/2023
Office Supplies	\$300 a mon X3of	11,700	11,700	7/31/2023
Postage	\$111MosX3off	4,000	4,000	7/31/2023
SASSI supplies	66.66 a month	800	800	7/31/2023
Trend Micro Computer Virus Protection	100 a month	1,200	1,200	7/31/2023
Unbudgeted Amount	Yearly	302,675	302,675	8/1/2023
Urinalysis Supplies	\$200 monX3 off	8,100	8,100	7/31/2023

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

August 14, 2023

Section 14 - Utilities

GRAND TOTALS

FY1:

\$5,500

FY2:

\$5,500

Utility	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Cell phones	\$175.00/monthly	2,100	2,100	7/31/2023
Dedicated Phone Line (FAX/Modem)	\$45/monthly	540	540	7/31/2023
Internet Access	\$275/monthly	2,860	2,860	7/31/2023

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

August 14, 2023

Section 15 - Equipment

GRAND TOTALS		FY1:	\$6,000	FY2:	\$6,000
Equipment Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
Replace Computers	5@\$1,000	5,000	5,000	7/31/2023	
Replace Fax Machines	1@\$200	200	200	7/31/2023	
Replace Printers	2@\$250	500	500	7/31/2023	
Replace Scanners	1@\$300	300	300	7/31/2023	

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

August 14, 2023

Section 16 - Vehicle Inventory

Make	Model	VIN	Year	Mileage	Audit Date
Chevrolet	Malibu	1G11D5RR6DF110196	2013	60165	8/1/2023
Chevrolet	Malibu	1G11A5SLXFF227491	2015	69889	8/1/2023
Ford	Escape	1FMCU0F7XFUB80767	2015	43444	8/1/2023
Dodge	Jeep Cherokee Latitude	1CP4PJLCB9KD144295	2019	28071	8/1/2023
Dodge	Durango	1C4RDHAG4KC806396	2019	13343	8/1/2023

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

August 14, 2023

Section 17 - County Contribution

Approximate space provided by County at no cost to this program for 2024 (Square Footage):

5,700

Approximate cost of space provided by County to this program (Per Year):

7,000

GRAND TOTALS FY1: \$30,000 FY2: \$30,000 FY3: \$30,000

Fiscal Year	Item	Approximate Cost	Audit Date
2023	Monetary Funding- 3 counties @ \$10,000 per county	30,000	8/1/2023

Fiscal Year	Item	Approximate Cost	Audit Date
2024	Monetary Funding- 3 counties @ \$10,000 per county	30,000	8/1/2023

Fiscal Year	Item	Approximate Cost	Audit Date
2025	Monetary Funding- 3 counties @ \$10,000 per county	30,000	8/1/2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/17/2023**

APPROVED BY: _____ DATE APPROVED: _____
 Tammy McGinty, TDCJ-CJAD Budget Director or
 Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	14 - Spanish Speaker's Caseload	CCP		Editable	7/17/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 50,134	\$ 50,134
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 10,254	\$ 10,254
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 60,388	\$ 60,388
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 60,388	\$ 60,388
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 60,388	\$ 60,388

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

August 14, 2023

Section 4 - Basic Supervision Interfund Transfers

GRAND TOTALS

FY1:

\$10,254

FY2:

\$10,254

Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date
900 - BS - Basic Supervis	14 - CCP - Spanish Speake	10,254	10,254	8/1/2023

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 6 - Full Time Salaries

GRAND TOTALS		FY1:	\$48,272	FY2:	\$48,272
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
Bilingual	100	600	600	7/17/2023	
CSO II	100%	47,672	47,672	7/31/2023	

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

August 14, 2023

Section 8 - Fringe Benefits

GRAND TOTALS		FY1:	\$12,116	FY2:	\$12,116
Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FICA/Medicare	.0765	3,693	3,693	7/31/2023	
Retirement	.1700	8,206	8,206	7/31/2023	
TCDRS Insurance	.0033	159	159	7/31/2023	
Unemployment	.0012	58	58	7/31/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
 Community Justice Assistance Division
 INITIAL BUDGET - 2024/2025 BIENNIUM
 DATE RECEIVED: 7/31/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
 Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	13 - Special Needs Caseload	DP		Editable	7/31/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 62,677	\$ 62,677
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 69,515	\$ 69,515
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 132,192	\$ 132,192
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 132,192	\$ 132,192
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 132,192	\$ 132,192

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 4 - Basic Supervision Interfund Transfers

GRAND TOTALS

FY1:

\$69,515

FY2:

\$69,515

Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date
900 - BS - Basic Supervis	13 - DP - Special Needs C	69,515	69,515	7/31/2023

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 8 - Fringe Benefits

GRAND TOTALS

FY1:

\$26,524

FY2:

\$26,524

Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
FICA/Medicare	.0765	8,084	8,084	7/31/2023
TCDRS	.1700	17,964	17,964	7/31/2023
TCDRS Insurance	.0033	349	349	7/31/2023
Unemployment	.0012	127	127	7/31/2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/17/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	12 - Sex Offender Program	CCP		Editable	7/17/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 55,510	\$ 55,510
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 3,702	\$ 3,702
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 59,212	\$ 59,212
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 59,212	\$ 59,212
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 59,212	\$ 59,212

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

August 14, 2023

Section 4 - Basic Supervision Interfund Transfers

GRAND TOTALS		FY1:	\$3,702	FY2:	\$3,702
Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date	
900 - BS - Basic Supervis	12 - CCP - Sex Offender P	3,702	3,702	7/31/2023	

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

August 14, 2023

Section 6 - Full Time Salaries

GRAND TOTALS		FY1:	\$47,332	FY2:	\$47,332
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
CSO II	100%	47,332	47,332	7/17/2023	

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

August 14, 2023

Section 8 - Fringe Benefits

GRAND TOTALS

FY1:

\$11,880

FY2:

\$11,880

Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
FICA/Medicare	.0765	3,621	3,621	7/31/2023
Retirement	.1700	8,046	8,046	7/31/2023
TCDRS Insurance	.0033	156	156	7/31/2023
Unemployment	.0012	57	57	7/31/2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/17/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	8 - Treatment Alternative to Incarceration Program	TAIP		Editable	7/17/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 53,735	\$ 53,735
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 3,500	\$ 3,500
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 57,235	\$ 57,235
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 18,766	\$ 18,766
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 37,250	\$ 37,250
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 1,219	\$ 1,219
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 57,235	\$ 57,235

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Section 2 - Payments By Program Participants

GRAND TOTALS	FY1:	\$3,500	FY2:	\$3,500
Payment Source	Fiscal Year 1	Fiscal Year 2	Audit Date	
Programs fees from offenders	3,500	3,500	7/17/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 6 - Full Time Salaries

GRAND TOTALS		FY1:	\$15,000	FY2:	\$15,000
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
Counselor III	100%	15,000	15,000	8/2/2023	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 8 - Fringe Benefits

GRAND TOTALS		FY1:	\$3,766	FY2:	\$3,766
Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FICA/Medicare	.0765	1,148	1,148	8/2/2023	
TCDRS	.1700	2,550	2,550	8/2/2023	
TCDRS Insurance	.0033	50	50	8/2/2023	
Unemployment	.0012	18	18	8/2/2023	

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

August 14, 2023

Section 10 - Contract Services for Offenders

GRAND TOTALS

FY1:

\$37,250

FY2:

\$37,250

Provider Name	Type of Service	Qty	Unit	Rate	Fiscal Year 1	Fiscal Year 2	Audit Date
Shelby Sonntag	Counseling - Substance Abuse - Group	75	class	75.00	5,625	5,625	8/2/2023
Shelby Sonntag	Counseling - Subst. Abuse - Individual	125	hour	40.00	5,000	5,000	8/2/2023
Shelby Sonntag	Assessments	100	each	80.00	8,000	8,000	8/2/2023
Turning Leaf Counseling & Education Center	Assessments	100	each	80.00	8,000	8,000	8/2/2023
Turning Leaf Counseling & Education Ce	Counseling - Subst. Abuse - Individual	125	hour	40.00	5,000	5,000	8/2/2023
Turning Leaf Counseling & Education Ce	Counseling - Substance Abuse - Group	75	hour	75.00	5,625	5,625	8/2/2023

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 12 - Supplies & Operating Expenses

GRAND TOTALS

FY1: \$1,219

FY2: \$1,219

Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
SASSI	Not Specified	1,219	1,219	8/2/2023

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

August 14, 2023

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/17/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	7 - Substance Abuse Program	DP		Editable	7/17/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 21,118	\$ 21,118
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 21,118	\$ 21,118
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 0	\$ 0
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 21,118	\$ 21,118
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 21,118	\$ 21,118

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 10 - Contract Services for Offenders

GRAND TOTALS

FY1:

\$21,118

FY2:

\$21,118

Provider Name	Type of Service	Qty	Unit	Rate	Fiscal Year 1	Fiscal Year 2	Audit Date
Shelby Sonntag	Counseling - Substance Abuse - Group	50	class	125.00	6,250	6,250	8/1/2023
Shelby Sonntag	Counseling - Subst. Abuse - Individual	100	hour	45.00	4,500	4,500	8/1/2023
Turning Leaf	Counseling - Subst. Abuse - Individual	100	class	45.00	4,500	4,500	8/1/2023
Turning Leaf	Counseling - Substance Abuse - Group	50	class	125.00	5,868	5,868	8/1/2023

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/31/2023**

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Lavaca	1 - Intermediate Sanction Facility	DP		Editabile	7/31/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 1,424,003	\$ 1,424,003
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 35,000	\$ 35,000
Basic Supervision Interfund Transfer [+ or -]	\$ 167,417	\$ 167,417
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 1,626,420	\$ 1,626,420
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 1,315,222	\$ 1,315,222
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 22,300	\$ 22,300
Contract Services for Offenders	\$ 9,125	\$ 9,125
Professional Fees	\$ 19,690	\$ 19,690
Supplies & Operating Expenses	\$ 162,969	\$ 162,969
Facilities	\$ 29,000	\$ 29,000
Utilities	\$ 60,614	\$ 60,614
Equipment	\$ 7,500	\$ 7,500
TOTAL EXPENDITURES:	\$ 1,626,420	\$ 1,626,420

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

August 14, 2023

Section 3 - Other Revenue

GRAND TOTALS

FY1: \$35,000

FY2: \$35,000

Revenue Source	Fiscal Year 1	Fiscal Year 2	Audit Date
Vending Machine	500	500	8/2/2023
Residence Telephone Services	23,000	23,000	8/2/2023
Donations	6,000	6,000	8/2/2023
Recycling	300	300	8/2/2023
Commissary	1,400	1,400	8/2/2023
Resident Reimbursements	3,800	3,800	8/2/2023

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

section 4 - Basic Supervision Interfund Transfers

GRAND TOTALS

FY1:

\$167,417

FY2:

\$167,417

Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date
1 - DP - Intermediate San	1 - DP - Intermediate San	101,250	101,250	7/28/2023
900 - BS - Basic Supervis	1 - DP - Intermediate San	66,167	66,167	7/31/2023

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

August 14, 2023

Section 6 - Full Time Salaries

GRAND TOTALS

FY1: \$1,051,337

FY2: \$1,051,337

Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date
CCF Director	100%	57,000	57,000	7/31/2023
Counselor I	100%	43,000	43,000	7/31/2023
Counselor I	100%	43,000	43,000	7/31/2023
Counselor Senior	100%	51,880	51,880	7/31/2023
Employment Coordinator	100%	43,352	43,352	7/17/2023
Longevity Pay	100%	10,660	10,660	7/28/2023
Manager Food Service	100%	34,980	34,980	7/31/2023
Manager, Other	100%	46,056	46,056	7/31/2023
Office/Finance Manager	100%	40,856	40,856	7/31/2023
RCSO	100%	50,336	50,336	7/31/2023
Residential Monitor	100%	39,900	39,900	7/31/2023
Residential Monitor	100%	38,360	38,360	7/31/2023
Residential Monitor	100%	38,360	38,360	7/31/2023
Residential Monitor	100%	38,360	38,360	7/31/2023
Residential Monitor	100%	37,694	37,694	7/31/2023
Residential Monitor	100%	36,987	36,987	7/31/2023
Residential Monitor	100%	36,280	36,280	7/31/2023
Residential Monitor	100%	36,280	36,280	7/31/2023
Residential Monitor	100%	36,280	36,280	7/26/2023
Residential Monitor	100%	36,280	36,280	7/17/2023
Residential Monitor	100%	36,280	36,280	7/17/2023
Residential Monitor	100%	36,280	36,280	7/17/2023
Residential Monitor	100%	36,280	36,280	7/17/2023
Residential Monitor	100%	36,280	36,280	7/31/2023
Residential Monitor	100%	36,280	36,280	7/31/2023
Residential Shift Supervisor	100%	37,756	37,756	7/31/2023

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

Section 9 - Travel/Furnished Transportation

GRAND TOTALS

FY1:

\$22,300

FY2:

\$22,300

Travel Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Fuel	1,000 a month	12,000	12,000	7/26/2023
Mileage	180@.655 a mile	200	200	7/26/2023
Per Diem	\$220 a day	2,200	2,200	7/28/2023
Vehicle Insurance	Annual	2,900	2,900	7/26/2023
Vehicle Maintenance	Yearly	5,000	5,000	7/26/2023

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

August 14, 2023

Section 10 - Contract Services for Offenders

GRAND TOTALS

FY1:

\$9,125

FY2:

\$9,125

Provider Name	Type of Service	Qty	Unit	Rate	Fiscal Year 1	Fiscal Year 2	Audit Date
Dr. Panos	Medical/ Dental Treatment (Emergency)	10	year	50.00	500	500	7/26/2023
G.C.H.C.	Medical Exams/Physicals	50	each	30.00	1,500	1,500	7/26/2023
GCHC	Prescriptions	40	year	50.00	2,000	2,000	7/26/2023
Gonzales Memorial Hosp.	Medical/ Dental Treatment (Emergency)	2	year	250.00	500	500	7/26/2023
Redwood Toxicology	Urinalysis Confirmation	10	year	30.00	300	300	7/26/2023
Shelby Sonntag	Counseling - Subst. Abuse - Individual	80	session	32.00	2,500	2,500	7/28/2023
Victoria College GED	Education - GED Testing	50	year	36.25	1,825	1,825	7/26/2023

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

August 14, 2023

Section 11 - Professional Fees

GRAND TOTALS

FY1:

\$19,690

FY2:

\$19,690

Professional Fee	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Corrections Software Services	\$583/month	7,000	7,000	8/1/2023
Financial Bond	Annually	200	200	7/26/2023
Fiscal Service - Lavaca County	Yearly	5,000	5,000	7/26/2023
General and Public Officer Liability	Annually	3,700	3,700	8/1/2023
General Liability Insurance	Annually	890	890	8/1/2023
Job Posting	\$150/posting	1,000	1,000	7/26/2023
Licenses/Memberships	Sam's Club/APPA	100	100	7/26/2023
Staff TB/UA Testing	40 @\$20.00	800	800	7/26/2023
Training Registration Fees	5@\$200	1,000	1,000	7/26/2023

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

August 14, 2023

Section 12 - Supplies & Operating Expenses

GRAND TOTALS

FY1: \$162,969

FY2: \$162,969

Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Cleaning Supplies	Cleaning Suppli	11,187	11,187	7/31/2023
Computer Maintenance	Maintenance	2,450	2,450	7/26/2023
CSR Supplies	Supplies	1,000	1,000	7/26/2023
Drug Testings Kits	100@\$4.00 each	400	400	7/26/2023
Education workbooks	Workbooks	5,000	5,000	7/26/2023
Indigent packs	10.00 each	1,000	1,000	7/26/2023
Kitchen Supplies	Food Costs	118,332	118,332	8/1/2023
Medical Supplies	50 a month	600	600	7/26/2023
Office Supplies	\$500 a Month	6,000	6,000	7/26/2023
Pest Control	100 for 3 month	400	400	7/26/2023
Phone Cards	Yearly	14,000	14,000	7/26/2023
Postage	\$0.69	100	100	7/26/2023
Resident Uniform	50@\$20.00	1,000	1,000	7/26/2023
Staff Uniform	50 @ \$30.00	1,500	1,500	7/26/2023

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

August 14, 2023

Section 13 - Facilities

GRAND TOTALS

FY1:

\$29,000

FY2:

\$29,000

Facility Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
<i>A/C Service</i>	Annually	2,000	2,000	8/1/2023
<i>A/C Units</i>	Annually	9,000	9,000	8/1/2023
<i>Electronics/Lock</i>	Annually	1,000	1,000	8/1/2023
<i>Facility/Mainetence</i>	Annually	2,050	2,050	8/1/2023
<i>Lumber/Paint</i>	Annually	500	500	8/1/2023
<i>Pest Control</i>	Annually	450	450	8/1/2023
<i>Plumbing/Sewer</i>	Annually	2,500	2,500	8/1/2023
<i>Property Insurance</i>	Annually	11,500	11,500	8/1/2023

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

August 14, 2023

Section 14 - Utilities

GRAND TOTALS

FY1: \$60,614

FY2: \$60,614

Utility	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Cable	150/month	1,800	1,800	8/1/2023
Cell Phones	100/month	1,200	1,200	8/1/2023
Electricity	2333/month	32,770	32,770	8/1/2023
Internet Access	150/month	1,814	1,814	8/1/2023
Long Distance	236/month	2,830	2,830	8/1/2023
Texas Gas Service	1100/month	13,200	13,200	8/1/2023
Water/Sewer	583/month	7,000	7,000	8/1/2023

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

August 14, 2023

Section 15 - Equipment

GRAND TOTALS

FY1:

\$7,500

FY2:

\$7,500

Equipment Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
Lawm Mowers	3@2,500	7,500	7,500	7/28/2023

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

August 14, 2023

Section 16 - Vehicle Inventory

Make	Model	VIN	Year	Mileage	Audit Date
Ford	Explorer	1FM5K8AR1HGA94853	2017	79561	8/1/2023
Ford	Econoline Van	1FBSSBLOBDA75485	2011	97795	8/1/2023
Ford	250 Regular Cab	1FT7W2A63GEB25809	2016	42535	8/1/2023
Ford	Passenger Van	1FBZX2ZG2JKA04169	2018	48163	8/1/2023
Ford	Van	1FBZX2ZM8HKA67454	2017	89712	8/1/2023
Ford	Van	1FBAX2YG8NKA72903	2022	7836	8/1/2023

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

August 14, 2023

COUNTY ADULT BUDGET – FY 2024

REVENUE

LAVACA COUNTY	\$10,000.00
GONZALES COUNTY	\$10,000.00
COLORADO COUNTY	\$10,000.00
CARRY OVER	\$45,000.00
INTEREST	\$1,500.00
PRE-TRIAL RELEASE (BONDS)	\$4,000.00
DEEP LUNG FEES	<u>\$2,000.00</u>
TOTAL:	\$82,500.00

EXPENSES

SALARIES	\$25,000.00
FRINGE	\$6,300.00
SUPPLIES/OPERATING	\$27,000.00
PRE-TRIAL EXPENSES	\$800.00
UTILITIES	\$11,000.00
EQUIPMENT	<u>\$12,400.00</u>
TOTAL:	\$82,500.00

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

August 14, 2023

2nd 25th JUDICIAL DISTRICT

ADULT PROBATION DEPARTMENT

ADULT PROBATION DEPARTMENT SALARY LIST FOR FY 2024

<u>NAME</u>	<u>POSITION</u>	<u>CURRENT SALARY (FY23)</u>	<u>FY24 HB1/SB1</u>	<u>FY24 BS Increase</u>	<u>FY24 Increase Yrs of Service</u>	<u>TOTAL SALARY FY24</u>	<u>SPANISH SPKR STIPEND</u>	<u>FY24 LONGEVITY</u>
* TRACI DARILEK	DIRECTOR	\$45,000.00	\$2,250.00	\$250.00	\$0.00	\$47,500.00	\$0.00	\$505.00
RODERICK JAMES	CSO/SUPERVISOR	\$58,344.00	\$3,000.00	\$0.00	\$0.00	\$61,344.00	\$0.00	\$780.00
MARTHA CARRIZALES	CSO/SUPERVISOR/SPEC NEEDS	\$46,800.00	\$3,000.00	\$3,000.00	\$5,924.00	\$58,724.00	\$600.00	\$840.00
CASIE ZIMMERMAN	CSO/SUPERVISOR	\$45,000.00	\$3,000.00	\$2,000.00	\$5,420.00	\$55,420.00	\$0.00	\$625.00
RENEE ROTHER	CSO	\$40,000.00	\$3,000.00	\$2,000.00	\$4,588.00	\$49,588.00	\$0.00	\$350.00
RAOUL RIVERA	CSO	\$40,000.00	\$3,000.00	\$2,000.00	\$2,672.00	\$47,672.00	\$600.00	\$0.00
BRITTANY KRENEK	CSO/SPECIAL NEEDS	\$41,000.00	\$3,000.00	\$1,000.00	\$5,252.00	\$50,252.00	\$0.00	\$0.00
DAVID RUIZ	CSO	\$40,000.00	\$3,000.00	\$2,000.00	\$252.00	\$45,252.00	\$600.00	\$0.00
JOE CARRIZALES	CSO	\$40,000.00	\$3,000.00	\$2,000.00	\$4,840.00	\$49,840.00	\$0.00	\$500.00
OMAR GUTIERREZ	CSO/SPECIAL NEEDS	\$40,000.00	\$3,000.00	\$2,000.00	\$504.00	\$45,504.00	\$0.00	\$0.00
TED HOHENSHELL	CSO/SPANISH SPKR	\$41,000.00	\$3,000.00	\$1,000.00	\$2,672.00	\$47,672.00	\$600.00	\$0.00
JENNY LOPEZ	CSO	\$40,000.00	\$3,000.00	\$2,000.00	\$1,000.00	\$46,000.00	\$600.00	\$0.00
THERESA PALACIO	CSO/SEX OFFENDER	\$41,000.00	\$3,000.00	\$1,000.00	\$2,332.00	\$47,332.00	\$0.00	\$0.00
GERSON VASQUEZ	CSO	\$32,000.00	\$3,000.00	\$10,000.00	\$0.00	\$45,000.00	\$600.00	\$0.00
* KRISTINA ADCKOCK	ADM. ASSISTANT	\$15,000.00	\$1,500.00	\$1,000.00	\$0.00	\$17,500.00	\$0.00	\$0.00
* TERRI BENNETSEN	ADM. ASSISTANT	\$15,000.00	\$1,500.00	\$1,000.00	\$0.00	\$17,500.00	\$0.00	\$0.00
* BRANDY TAYLOR	ADM. ASSISTANT	\$15,439.00	\$1,500.00	\$1,875.00	\$0.00	\$18,814.00	\$0.00	\$500.00
* DENISE BARTON	FISCAL CLERK	\$20,000.00	\$1,500.00	\$2,500.00	\$0.00	\$24,000.00	\$0.00	\$595.00
PART-TIME	PART-TIME	\$17,472.00	\$0.00	\$0.00	\$0.00	\$17,472.00	\$0.00	\$0.00

*The Salaries for Ms. Darilek, Ms. Adcock, Ms. Bennetsen, Ms. Barton, and Ms. Taylor are 1/2 of their of total salary. The other 1/2 is paid from the Juvenile Budget. These staff members serve a dual role, for both the Adult and the Juvenile Departments. Their salaries and longevity pay are split between the two budgets.

**The employees eligible for longevity pay, have their longevity pay increased by \$60 every year.

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

August 14, 2023



**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

William D. Old III
District Judge
25th Judicial District

August 2, 2023

Honorable William D. Old, III
25th Judicial District, District Judge
211 West Court Street, 2nd Floor
Seguin, Texas 78155

Dear Judge Old,

The 2nd 25th Judicial District Community Supervision and Corrections Department, Adult and Juvenile Probation Departments respectfully requests the following funding amounts for FY 2024 from our three counties:

Lavaca County	Juvenile:	\$115,472
	Adult:	\$10,000
Gonzales County	Juvenile:	\$157,715
	Adult:	\$10,000
Colorado County	Juvenile:	\$132,552
	Adult:	\$10,000

The funding amount requested is the same amount requested in FY 2023 due to HB1/SB1 in which the state increased our funding substantially, including a mandatory minimum of \$3,000/5% pay raise for all supervisors and certified JPO staff in 2024 and another \$3,000/5% minimum in 2025. Support staff were not included in the TJJD salary increase as they were in the CJAD increase, therefore the department will make up the difference for the support staff using the increase of state aid funding.

Preparation of the juvenile budget starts with the amount of funding the department will receive from the state. TJJD released the state aid funding amounts for FY2023 and our department will receive state funding in the amount of **\$559,390**. This is an increase of **\$98,431**.

Lavaca County
P.O. Box 330
Hallettsville, Texas 77964
361/798-3714
Fax # 361/798-5904

Gonzales County
P.O. Box 24
Gonzales, Texas 78629
830/672-6571
Fax # 830/672-6401

Colorado County
1023 Milam
Columbus, Texas 78934
979/732-8321
Fax # 979/732-2674

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

August 14, 2023

DETENTION SERVICES:

Detention costs continue to skyrocket. We have completed new contracts with all our detention providers and provided a summary of our detention contracts and pricing for your review. See the table below regarding number of juveniles detained and cost per county as of August 1, 2023. It is recommended each county review their detention budget and increase their detention budget line due to the increase of daily rates. Gonzales and Colorado County each sent a child to TJJD during this fiscal year. TJJD allowed for a partial reimbursement of detention costs which the juvenile was in detention pending transport to TJJD.

County	Number of Juveniles Detained 9/1/22 – 8/1/23	Cost to the county
Colorado	14	\$86,540.00
Lavaca	4	\$12,030.00
Gonzales	16	\$39,215.00
Total	34 Juveniles	\$137,785.00 * does not include August billing
TJJD Reimbursement For FY 22-23 back to the counties	1 Gonzales Juvenile from FY 23 1 Colorado Juvenile from FY 23 1 Lavaca Juvenile from FY 21	+\$3,720.00 for Gonzales +\$5,040.00 for Colorado +\$8,280.00 for Lavaca

PLACEMENTS:

The department placed/and or continued placement of 12 children during FY 2023. One placement was a free placement and two placements qualified for diversionary reimbursements saving our department **\$69,387.70**.

County	Number of Juveniles Placed 9/1/22 – 8/1/23	Cost to department
Colorado	8	\$149,717.95
Lavaca	3	\$46,751.10
Gonzales	1	No cost to the department
Total	12 Juveniles	\$196,469.05
Diversiónary Reimbursement	2	\$69,387.70 reimbursed back to the department
Final Cost to Department		\$127,081.35

SALARY INCREASES:

Per approval of the Juvenile Board and the Board of Judges, the juvenile department's starting salaries will be increased for FY 24 due to HB1/SB1 Salary/Fringe allotment and the increase of State Aid Funding. The salary increases from HB1/SB1 were based on a prior salary survey and

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

August 14, 2023

only included juvenile probation officers, chief juvenile probation officer and supervisors of juvenile staff. Support staff were not including in the salary increase on the juvenile side.

Our first goal addressed the salary compression initiated with the FY 2023 increases. We increased the Administrative Assistant position to \$35,000 and said salary is split between the adult and juvenile department. The JPO starting salary was increased to \$45,000 to remain competitive with our neighboring Juvenile Probation departments. We are fully staffed with two of our officer's pending certification and we feel this will decrease turnover and improve department morale. Lastly, we utilized years of service and recognized staff who brought prior JPO service with them to implement salary steps to minimize the salary compression from FY 2023. We also implemented a \$600 stipend for our bilingual employees. The proposed budget contains partial salary increases as we wait for HB1/SB1 salary allocations from TJJD which should arrive August 14, 2023. I have attached the potential allocation which will be added to the proposed budget. TJJD may include fringe on the increases if there is enough available money.

FY 2024 salary increases totaled the following and was accomplished using the HB1/SB1 Salary/Fringe Increase, lapsed salaries, State Aid funding increase. All staff will receive \$3,000 or 5% in FY 2025 from HB1/SB1.

JPO Staff Salary Increases	\$46,452.92
JPO Staff Fringe Increases	\$11,659.68
Total	\$58,112.60

At present the department projects to carry over approximately \$90,000 for FY 2024. This money is used primarily to front the costs of residential placements of which we had two qualify for regional diversionary placement reimbursements. We continue to rely on county funds for residential placements and have noted our residential contracts have increased their rates for FY 24.

Director goals/projects FY'2024

The following are a list of goals, objectives and areas I have identified for FY '24 which need attention:

- We will continue to be diligent when seeking detention beds and be cognizant of rising detention costs as is affects our counties.
- Review and revise department policies and procedures. Numerous policies and practices need updating to comply with state/federal standards and/or regulations.
- Collaboratively implement more community-based programs within our three counties and minimize out of home residential placements.
- Continue evaluating the department's workload and reassign duties to staff throughout the district to balance the responsibilities in alignment with staffing patterns.

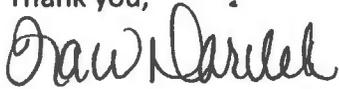
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

August 14, 2023

- Continue monitoring the department budget to ensure a healthy fund balance and responsible use of our funding.
- Strengthen and enhance the continuum of effective youth services provided by our three juvenile probation departments and community-based juvenile justice partners.
- Seek grant funding from TJJJ to implement more programs for our rural areas.

Please let me know if you have any questions, I am requesting the County Judge make this budget available to the commissioners as required by statute. The Board of Judge's meeting to approve this budget is scheduled for a **ZOOM** meeting on **Thursday, August 17, 2023 at 8:00 a.m.** Notices will be posted in compliance with the open meetings requirement.

Thank you,



Traci Darilek
Director

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

August 14, 2023



**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

William D. Old III
District Judge
25th Judicial District

TO: 2nd 25th Judicial District Juvenile Board

FROM: Traci Darilek
Chief Juvenile Probation Officer
Gonzales, Lavaca and Colorado Counties

DATE: August 2, 2023

SUBJECT: Contract Summaries

EXECUTIVE SUMMARY

CONTRACTS PENDING APPROVAL:

Contract renewal for Secure Short-Term and Long-Term Residential Services at **Hays** County Juvenile Center;

- Term agreement is for one year, beginning September 1, 2023, through August 31, 2024
- Daily rate for detention services has increased to \$250.00/child from the previous rate of \$200.00/child
- Daily rate for all post adjudication services has increased to \$300.00/child from the previous rate of \$250.00/child.

Contract renewal for Secure Short-Term and Long-Term Residential Services at **Victoria** County Juvenile Center;

- Term agreement is for one year, beginning September 1, 2023, through August 31, 2024
- Daily rate for detention services has increased from \$150.00/child to \$200.00/child per day.
- Daily rate for all post adjudication services will remain \$250.00/child.
- Daily rate for the Specialized Pregnant Female Offender Program will remain \$300.00/child.

Contract renewal for Secure Short-Term Detention at **San Patricio** County Juvenile Services Facility;

- Term agreement is beginning July 1, 2023 through December 31, 2023.
- Daily rate for detention services has increased to \$175.00/child from the previous rate of \$120.00/child

Contract renewal for Secure Short-Term Detention at **Guadalupe** County Juvenile Services Facility;

- Term agreement is for one year, beginning October 1, 2023 through September 30, 2024.

Lavaca County
P.O. Box 330
Hallettsville, Texas 77964
361/798-3714
Fax # 361/798-5904

Gonzales County
P.O. Box 24
Gonzales, Texas 78629
830/672-6571
Fax # 830/672-6401

Colorado County
1023 Milam
Columbus, Texas 78934
979/732-8321
Fax # 979/732-2674

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

August 14, 2023

- Daily rate for detention services has remained \$250.00/child.

Contract renewal for Secure Short-Term and Long-Term Residential Services at **Atascosa County Juvenile Center**;

- Term agreement is for one year, beginning September 1, 2023 and will automatically renew September 1st of each year thereafter unless terminated by either party, in accordance with this agreement.
- Daily rate for detention services has increased to \$200.00/child from the previous rate of \$200.00/child
- Daily rate for all post adjudication services rate is \$250.00/child.

Contract renewal for Secure Short-Term Detention at **Brazos County Juvenile Services Facility**;

- Term agreement is for one year, beginning September 1, 2023 through August 31, 2024. It shall be automatically renewed for one-year terms thereafter.
- Daily rate for detention services has increased from \$100.00/child to \$150.00/child.

CONTRACTS PENDING COMMISSIONER APPROVAL:

Contract renewal for Non-Secure Residential Services at **Rite of Passage/Gulf Coast Trades Center**;

- Term agreement is for one year, beginning September 1, 2023, through August 31, 2024
- Daily rate has increased to \$255.00/child from the previous rate of \$235.00/child.

Contract renewal for Secure Residential Services at **Rite of Passage/Lake Granbury Youth Services, Monarch Academy for Girls, and The Oaks-Brownwood**;

- Term agreement is for one year, beginning September 1, 2023, through August 31, 2024.
- Daily rate has increased to \$275.00/child from the previous rate of \$255.00/child

Contract renewal for Secure Long-Term and Short-Term residential services at **Center for Success and Independence at Rockdale Youth Academy**;

- Term agreement is for one year, beginning September 1, 2023 through August 31, 2024.
- Daily rate for detention/pre-adjudication services is set at \$203.02 per day.
- Daily rate for Post-Adjudication Residential Services is \$271.21 per day.

Contract renewal for Secure Short-Term Detention at **Fort Bend County Juvenile Services Facility**;

- Term of this agreement shall become effective upon execution by all parties, and shall continue until September 1, 2023. This will automatically renew annually in one-year periods (for up to ten renewal periods) each October 1, unless the agreement is terminated sooner by either party.
- Daily rate for detention services is \$150.00/child.

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

August 14, 2023

2nd 25th JUDICIAL DISTRICT

JUDICIAL PROBATION DEPARTMENT

JUDICIAL PROBATION DEPARTMENT SALARY LIST FOR FY 2024

<u>NAME</u>	<u>POSITION</u>	<u>CURRENT SALARY (FY23)</u>	<u>FY24 HB1/SB1</u>	<u>FY24 Increase</u>	<u>TOTAL SALARY FY24</u>	<u>SPANISH SPKR STIPEND</u>	<u>FY24 LONGEVITY</u>
* TRACI DARILEK	DIRECTOR	\$45,000.00	\$2,250.00	\$250.00	\$47,500.00	\$0.00	\$505.00
TRICIA BECKER	JPO/SUPERVISOR	\$70,720.00	\$3,536.00	\$0.00	\$74,256.00	\$0.00	\$2,030.00
MAGGIE GAYTAN	JPO	\$55,566.96	\$3,000.00	\$1,434.00	\$60,000.96	\$600.00	\$1,155.00
SARAH FISHER	JPO	\$41,392.08	\$3,000.00	\$5,607.92	\$50,000.00	\$0.00	\$0.00
DWAYNE HUDLIN	JPO	\$40,000.00	\$3,000.00	\$2,000.00	\$45,000.00	\$0.00	\$0.00
MIKAYLA CONDEL	JPO	\$40,000.00	\$3,000.00	\$2,000.00	\$45,000.00	\$0.00	\$0.00
* KRISTINA ADCKOCK	ADM. ASSISTANT	\$15,000.00	\$1,500.00	\$1,000.00	\$17,500.00	\$0.00	\$0.00
* TERRI BENNETSEN	ADM. ASSISTANT	\$15,000.00	\$1,500.00	\$1,000.00	\$17,500.00	\$0.00	\$0.00
* BRANDY TAYLOR	ADM. ASSISTANT	\$15,439.00	\$1,500.00	\$1,875.00	\$18,814.00	\$0.00	\$500.00
* DENISE BARTON	FISCAL CLERK	\$20,000.00	\$1,500.00	\$2,500.00	\$24,000.00	\$0.00	\$595.00

*The Salaries for Ms. Darilek, Ms. Adcock, Ms. Bennetsen, Ms. Barton, and Ms. Taylor are 1/2 of their of total salary. The other 1/2 is paid from the Adult Budget. These staff members serve a dual role, for both the Juvenile and the Adult Departments. Their salaries and longevity pay are split between the two budgets.

**The employees eligible for longevity pay, have their longevity pay increased by \$60 every year.

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

August 14, 2023

▼ **FAQ: Do we need to upload our State Aid Contract to this page before we can submit our budget?**

*Yes, you must attach your signed State Aid Contract for 2024-2025 prior to submitting your State Aid budget and this request form. Jump to the **Documents** section to download the contract for your department and for specific instructions.*

This application is not submitted.

Note that only Chiefs can submit a State Aid application.

Lavaca - 25th JD

2024 State Aid Formula Funds

Request ID: SA-2023-02917

Amount Approved: \$559,390.00

Grant Coordinator: Tonya Gonzalez

Program Lead: Jim Wilson

▼ **Table of Contents**

Budget Totals

Budget Entry

Expense Summary

Documents

Amendments - Internal Only

Organization Information

▼ **Application and Portal Instructions**

Application and Portal Instructions

- Input the organizational contact information.
- Select the + icon below to enter in each budget entry. These are done one entry per category+sub category combination.
- Once finished entering in all budget items, input the total amount of all budget items.
- Once finished with the overall application, but sure to **Submit** this form.

Important Notes

- To edit a draft or respond to a revision request select **Edit** at the top right.
- The portal does not auto-save. Save often

Other Guidance

- Once in Edit mode, use the Table of Contents to quickly advance to a particular section.
- All fields with a red star * are required.
- Click on a section's arrow to expand or collapse that section.
- Please remember to Save often by clicking the **Save and Continue** button at the bottom right.
- When you have completed all the information required to process the application, click **Save and Close**.
Note that this does not submit the application. See the next step.
- If you have not yet submitted or withdrawn the application, you can continue editing it using the **Edit** button at the top right.
- Once you have **Saved and Closed**, you will be able to **Submit** or **Withdraw** using the right bottom buttons. Please review the responses before submitting.
- If you need to make edits to a submitted application please contact us.

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

August 14, 2023

- During our internal review process, we may contact you if edits are necessary for clarification or if additional information is required. An email notification will be sent to the Point of Contact for the application.

▼ Budget Totals

Please note that this calculation will only update when the request form is refreshed (edited and then saved).

State Aid Allocation: \$559,390.00
Total Budget: \$559,390.00
Remaining Budget if not \$0:

State Aid Budget and Expenditure Summary

Program	Allocated	Budgeted	Expended	Disbursed
State Aid	\$559,390.00	\$559,390.00 Within Range		

State Aid Allocations by Sub Category

Sub Category	Annual Funding Amount	Monthly Distribution Amount
Basic Probation Supervision		
Community Programs		
Pre and Post Adjudication		
Commitment Diversion		
Mental Health Services		

▼ Budget Entry

Your amount budgeted should reflect the total of the individual amounts that are entered on your budget using the process below, which should equal your amount allocated.

Program	Subcategory	S&F	TAT	OPE	ICC	EXC
State Aid	Community Based					\$20,000.00

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

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	Programs (General)		
State Aid	Community Based Programs (Mental Health)		
State Aid	Court Intake	\$77,813.12	
State Aid	Detention- Pre- Adjudication		
State Aid	Direct Supervision	\$115,970.08	
State Aid	Mental Health Assessments		\$10,000.00
State Aid	Post- Adjudication (Non- Secure)		\$45,900.00
State Aid	Post- Adjudication (Secure)	\$30,268.60	\$29,437.00
State Aid	Residential Mental Health Placement		
State Aid	Residential Programs and Services		
State Aid	Youth Services	\$230,001.20	

▼ Expense Summary

MINUTES OF THE COLORADO COUNTY
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▼ FAQ: How do I submit Expenditures?

You submit expenditures per budget entry/sub category.

Navigate to the Budgets menu of the portal and select either the **SA or Other Approved (Budget Adjustments and Expenditures)** to see a list of budget entries eligible for expenditures. Additional instructions can be found on the Budget entries.

Note that if your budget is pending a budget adjustment, you will not be able to submit expenditures until that has been approved or declined.

Expense Summary

Each row represents a budget entry. If expenses have been entered, amounts will display.

Quarter	Category	Subcategory	SAF	T&T	OPB	ICC	EXC
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▼ Documents

You must attach your signed State Aid Contract for 2024-2025 prior to submitting your State Aid budget and this request form.

1. **Download** the unsigned State Aid Contract document from the Documents section below
2. **Print and complete** the relevant sections
3. **Scan the signed documents**
4. Save the file as **State Aid Contract 2024-2025_ YOUR DEPARTMENT NAME**
5. Select the **green + icon** below to upload the **signed State Aid Contract**; once uploaded, it will appear in the documents section below and the prompt will be removed, indicating that you have completed this requirement
6. Once finished with **both your budget and have attached the signed contract**, select **Save and Close** and then select **Submit**.

State Aid Contract - Signed

REQUEST DOCUMENTS



State Aid Contract.docx



State Aid Contract - Unsigned
Added at 4:11 PM on July 18, 2023

ORGANIZATION DOCUMENTS

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

August 14, 2023

▼ Organization Information

Probation Department:	Lavaca - 25th JD
Primary Contact:	Traci Darilek
Chief JPO:	Traci Darilek

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Lavaca - 25th JD

2024 Local Budget

ID: LB-2023-02398

Amount Recommended:

Grant Coordinator: Caitlyn Porterfield

Program Lead: Jim Wilson

▼ Table of Contents

Local Budget
Expense Detail
Amendments - Internal Only
Organization Information
Documents

▼ Application and Portal Instructions

Application and Portal Instructions

- Select the + icon below to enter in each budget entry. These are done one entry per category+sub category combination.
- Once finished entering in all budget items, input the total amount of all budget items.
- Select **Save and Continue** periodically and **Save and Close** once finished.
- Once finished with the overall application, but sure to **Submit** this form.

Important Notes

- To edit a draft or respond to a revision request select **Edit** at the top right.
- The portal does not auto-save. Save often.

Other Guidance

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- If you have not yet submitted or withdrawn the application, you can continue editing it using the **Edit** button at the top right.
- Once you have **Saved and Closed**, you will be able to **Submit** or **Withdraw** using the right bottom buttons. Please review the responses before submitting.
- If you need to make edits to a submitted application please contact us.
- During our internal review process, we may contact you if edits are necessary for clarification or if additional information is required. An email notification will be sent to the Point of Contact for the application.

▼ Local Budget

Your amount budgeted should reflect the total of the individual amounts that are entered on your budget using the process below, which should equal your amount allocated.

Amount Allocated (FYI): \$509,939.00

Budget Summary

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

August 14, 2023

Year	Match	Budgeted	Variance	Expended
2022	\$464,813.53	\$509,939.00	\$45,125.47	
			Within Range	
1994	\$14,067.00	\$509,939.00	\$495,872.00	
			Within Range	

Please note that this calculation will only update when the request form is refreshed (edited and then saved).

Budget Detail

Subcategory	S&F	T&T	OPE	ICC	EXC
Community Based Programs (General)					\$18,000.00
Community Based Programs (Mental Health)					
Court Intake			\$99,439.00		
Detention-Pre-Adjudication					
Direct Supervision	\$145,000.00				
Mental Health Assessments					\$5,500.00
Post-Adjudication (Non-Secure)					\$50,000.00
Post-Adjudication (Secure)				\$75,000.00	\$75,000.00

**MINUTES OF THE COLORADO COUNTY
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Residential
Mental
Health
Placement

Residential
Programs
and Services

\$2,000.00

Youth
Services

\$40,000.00

▼ Expense Detail

▼ FAQ: How do I submit expenditures?

You submit expenditures per budget entry/sub-category.

Navigate to the Budgets menu of the portal and select either the **SA or Other Approved (Budget Adjustments and Expenditures)** to see a list of budget entries eligible for expenditures. Additional instructions can be found on the Budget entries.

Note that if your budget is pending a budget adjustment, you will not be able to submit expenditures until that has been approved or declined.

Expense Detail

Each row represents a budget entry. If expenses have been entered, amounts will display.

Quarter	Category	Subcategory	S&F	T&T	OPE	IOC	EXC
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▼ Amendments - Internal Only

▼ Organization Information

Probation Department:	Lavaca - 25th JD
Primary Contact:	Traci Darilek
Chief JPO:	Traci Darilek

**MINUTES OF THE COLORADO COUNTY
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▼ Documents

REQUEST DOCUMENTS

ORGANIZATION DOCUMENTS

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Bond No. 60132465

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Castex Energy, Inc., of Houston, Texas, as Principal, and Capitol Indemnity Corporation, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns. "This bond, in the amount of \$210,000, is for the sole and exclusive coverage of the 2.1 miles of road starting at the intersection of FM 155 and Deer Hollow Road and ending at the intersection of Deer Hollow Road and Blacksmith Farm Lane."

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate under the provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending July 27, 2024, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 27th day of July, 2023.

Castex Energy, Inc.

Principal

By Ashley Britt Corporate Secretary
Title

Capitol Indemnity Corporation

Surety

Countersigned

By N/A
Texas Resident Agent

By Ashley Britt
Ashley Britt, Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60132465

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----WILL DUKE; ROBERT C. DAVIS; DAVID T MICLETTE; NIKOLE JEANNETTE; ASHLEY BRITT; LACEY HITCHCOCK; STACEY BOSLEY-----
----- RITA G GULIZO; BARRY K MCCORD; ROBERT M. OVERBEY, JR; STACY OWENS; JENNIFER MITCHELL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Todd Burrick
Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 27th day of July, 2023



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

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

August 14, 2023

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

IMPORTANT NOTICE - TEXAS

To obtain information or make a complaint:

- You may contact your company representative at 1-800-475-4450
- You may call **Capitol Indemnity Corporation's** toll-free telephone number for information or to make a complaint at:

1-800-475-4450
- You may also write to **Capitol Indemnity Corporation** at:

Capitol Indemnity Corporation
1600 Aspen Commons
Middleton, Wisconsin 53562
- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439
- You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

FAX # (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov
- **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

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

August 14, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2023

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 McGriff Insurance Services, LLC P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Margo Hamrick
	PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhamrick@mcgriff.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Old Republic Insurance Company	NAIC # 24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Kinder Morgan, Inc. including Permian Highway Pipeline LLC
 1001 Louisiana Street, Suite 1000
 Houston, TX 77002

COVERAGES CERTIFICATE NUMBER: Q2ZXK3RQ 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:		X	MWZY 314942 22	08/01/2022	09/01/2023	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	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 Judge 400 Spring St, Room 107 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

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

August 14, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2023

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 McGriff Insurance Services, LLC P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Margo Hamrick PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhamrick@mcgriff.com
INSURER(S) AFFORDING COVERAGE	
INSURED Kinder Morgan, Inc. including Copano Pipelines/SouthTexas LLC 1001 Louisiana Street, Suite 1000 Houston, TX 77002	INSURER A : Old Republic Insurance Company NAIC # 24147 INSURER B : KM Insurance Texas, Inc. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** KDM-1320 **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:		X	MWZY 314942 22	08/01/2022	09/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> 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		X	MWTB 313916 22	08/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 313915 23	08/01/2023	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract.

CERTIFICATE HOLDER Colorado County Judge 400 Spring St, Room 107 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
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

August 14, 2023

_22. Check cancellation.

Joyce Guthmann stated there are \$429.20 in check cancellations.

Motion by Commissioner Wessels to approve check cancellations as presented; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

August 14, 2023

**CANCELLED CHECK LIST
COLORADO COUNTY COMMISSIONERS' COURT
14-Aug-23**

<u>CHECK NUMBER</u>	<u>CHECK DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
128020	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128023	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128028	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128029	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128037	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128041	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128052	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128059	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128062	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128074	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128079	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128091	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128100	2/24/2023	\$ 12.00	JURY DUTY SERVICE
18102	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128110	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128114	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128116	2/24/2023	\$ 12.00	JURY DUTY SERVICE
18119	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128123	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128126	2/24/2023	\$ 12.00	JURY DUTY SERVICE
128320	03/13/202	\$ 9.20	REFUND EMS
128643	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128644	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128649	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128652	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128654	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128657	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128661	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128662	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128666	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128677	4/12/2023	\$ 12.00	JURY DUTY SERVICE
28680	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128692	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128694	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128696	4/12/2023	\$ 12.00	JURY DUTY SERVICE
128699	4/12/2023	\$ 12.00	JURY DUTY SERVICE
TOTAL		\$ 429.20	

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

August 14, 2023

_23. County Auditor's Monthly Financial Report for July 2023.

(See Attachment)

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

August 14, 2023



**Colorado County
Monthly Financial Report
July 2023**

In accordance with Section 114.025 of the Texas Local Government Code, this report for the month of July, 2023 is prepared for Commissioner's Court and the 25th Judicial District Judges.

In accordance with the requirements of Section 114.024 of the Texas Local Government Code, this report is presented at the regular meeting of the Commissioners Court on August 14, 2023.

This report is delivered as an unaudited draft report, pending final auditor adjustments to present the financial statements on an accrual basis of accounting.

Table of Contents

Section 1	Combined Statement of Receipts & Disbursements and Cash on Deposit
Section 2	Summary of Revenues and Expenditures (Budget Analysis Usage Report)
Section 3	County Bond Indebtedness
Section 4	Internal Audit Report
Section 5	Current Claims for Payment for Review and Approval

Additional information will be presented in final form for all relevant periods after all audit adjustments are recorded and reconciled.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Section 1

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

August 14, 2023

08-04-2023 SPECIFIED-ACTIVITY-REPORT -- 07-01-2023 THRU 07-31-2023 PAGE 1
 TIME:09:25 AM - JULY 1, 2023 THRU JULY 31, 2023 PREPARER:0006

ACCOUNT NUMBER AND TITLE	STARTING BALANCE	DEBIT BALANCE	CREDIT BALANCE	ENDING BALANCE
12-010-100 GENERAL FUND, CHECKING	12,743,664.08	625,981.03	1,543,616.16	11,826,028.95
13-010-100 RECORDS PRESERVATION,CKNG	808,255.95	14,403.56	1,304.99	821,354.52
14-010-100 AIRPORT FUND, CHECKING	138,338.34	11,118.51	11,684.87	137,771.98
21-010-100 R&B PCT #1, CHECKING	2,083,446.22	24,116.75	52,001.68	2,055,561.29
22-010-100 R&B PCT #2, CHECKING	1,854,216.43	21,949.67	50,767.31	1,825,398.79
23-010-100 R&B PCT #3, CHECKING	2,532,619.22	27,326.81	69,723.20	2,490,222.83
24-010-100 R&B PCT #4, CHECKING	1,550,124.37	18,015.42	53,396.42	1,514,743.37
31-010-100 ELECTION SVCS CONTRACT FUND, CHECKI	29,145.34	8,066.62	0.00	37,211.96
32-010-100 HAVA CARES ACT FUND CHECKING	3,768.76	18.39	0.00	3,787.15
45-010-100 LEOSE FUND, CHECKING	32,629.05	159.20	0.00	32,788.25
50-010-100 SECURITY FUND, CHECKING	30,507.81	1,955.04	3,930.52	28,532.33
55-010-100 LAW LIBRARY, CHECKING	146,142.46	1,199.22	118.90	147,222.78
60-010-100 JUSTICE COURT TECHNOLOGY, CHECKING	17,994.76	456.76	0.00	18,451.52
62-010-100 CO & DIST COURT TECH FUND, CKING	34,227.58	221.63	0.00	34,449.21
65-010-100 HISTORICAL COMM, CHECKING	6,330.38	120.00	0.00	6,450.38
70-010-100 CAPITAL PROJECTS FUND, CHECKING	998.33	4.87	0.00	1,003.20
75-010-100 INTEREST & SINKING,CKING	752,304.72	4,933.61	155,287.50	601,950.83
80-010-100 HOT CHK FUND, CHECKING	12,392.69	0.00	117.19	12,275.50
GROUP-TOTAL	22,777,106.49	760,047.09	1,941,948.74	21,595,204.84
90-010-120 PAYROLL FUND, CHECKING	738.63	1,056,636.54	1,049,365.57	8,009.60
GROUP-TOTAL	738.63	1,056,636.54	1,049,365.57	8,009.60
29-010-130 HARVEY DISASTER RECOVERY, CHECKING	0.00	0.00	0.00	0.00
GROUP-TOTAL	0.00	0.00	0.00	0.00
15-010-150 SHERIFF FORFEITURE FUND, CHECKING	45,928.09	216.67	435.40	45,709.36
GROUP-TOTAL	45,928.09	216.67	435.40	45,709.36
16-010-160 AMERICAN RESCUE PLAN, CHECKING	4,359,612.93	20,440.81	0.00	4,380,053.74
GROUP-TOTAL	4,359,612.93	20,440.81	0.00	4,380,053.74
10-010-155 CO ATTY FORFEITURE FUND, CHECKING	301,861.28	1,423.29	404.08	302,880.49
GROUP-TOTAL	301,861.28	1,423.29	404.08	302,880.49
11-010-165 CO ATTY SEIZURE FUND, CHECKING	198,195.00	929.27	0.00	199,124.27
GROUP-TOTAL	198,195.00	929.27	0.00	199,124.27
85-010-185 CO ATTY STATE SUPPLEMENT FUND,CKING	13,739.60	0.00	2,222.76	11,516.84
GROUP-TOTAL	13,739.60	0.00	2,222.76	11,516.84
REPORT TOTAL	27,697,182.02	1,839,693.67	2,994,376.55	26,542,499.14

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Section 2

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

PAGE 1
PREPARER:0011

ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0010 COUNTY ATTORNEY FORFEITURE FUND							EFFECTIVE MONTH - 07	
0010	COUNTY ATTORNEY FORFEITURE FUND							
0155	CO ATTY FORFEITURE FUND, CHECKING				3,415.37	1,019.21	302,880.49	
	COUNTY ATTORNEY FORFEITURE FUND				3,415.37	1,019.21	302,880.49	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	0.00	0.00		7,846.23	1,423.29	7,846.23+	
0385	FORFEITURES AWARDED	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES	0.00	0.00	0.00	7,846.23	1,423.29	7,846.23+	
0475	FORFEITURE FUND EXPENSES							
0102	SALARY, ASST CO ATTORNEY	0.00	0.00	0.00	3,673.09	335.00	3,673.09-	
0150	SOCIAL SECURITY TAX	0.00	0.00	0.00	280.17	25.52	280.17-	
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	0.00	0.00	0.00	477.60	43.56	477.60-	
0199	PERSONNEL SERVICES	0.00	0.00	0.00	4,430.86	404.08	4,430.86-	
0497	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	
0532	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
0950	TRANSFER TO OTHER ENTITIES	0.00	0.00	0.00	0.00	0.00	0.00	
	FORFEITURE FUND EXPENSES	0.00	0.00	0.00	4,430.86	404.08	4,430.86-	
	COUNTY ATTORNEY FORFEITURE FUND							
	INCOME TOTALS	0.00	0.00		7,846.23	1,423.29	7,846.23+	
	EXPENSE TOTALS	0.00	0.00	0.00	4,430.86	404.08	4,430.86-	

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

PAGE 2
PREP/RER:0011

ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	CT
REPORTING FUND: 0011 COUNTY ATTORNEY SEIZURE FUND							EFFECTIVE MONTH - 07	
0010	CO ATTY SEIZURE FUND, CASH IN BANK							
0165	CO ATTY SEIZURE FUND, CHECKING				150,992.16	929.27	199,124.27	
	CO ATTY SEIZURE FUND, CASH IN BANK				150,992.16	929.27	199,124.27	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	0.00	0.00		3,834.16	929.27	3,834.16+	
0380	CASH SEIZURES PENDING	0.00	0.00		147,158.00	0.00	147,158.00+	
	TOTAL REVENUES	0.00	0.00	0.00	150,992.16	929.27	150,992.16+	
0475	CO ATTY SEIZURE EXPENSES							
0910	TRANSFER TO CO ATTY FORFEITURE FUN	0.00	0.00	0.00	0.00	0.00	0.00	
0912	RETURNED TO DEFENDENTS	0.00	0.00	0.00	0.00	0.00	0.00	
0950	TRANSFER TO OTHER ENTITIES	0.00	0.00	0.00	0.00	0.00	0.00	
	CO ATTY SEIZURE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
COUNTY ATTORNEY SEIZURE FUND								
	INCOME TOTALS	0.00	0.00		150,992.16	929.27	150,992.16+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

PAGE 3
PREPARER:0011

ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0010	GENERAL FUND,CASH IN BANK							
0100	GENERAL FUND, CHECKING				3,057,593.47	913,675.13-	11,829,988.95	
0110	GENERAL FUND,A/P CLEARING				0.00	0.00	0.00	
	GENERAL FUND,CASH IN BANK				3,057,593.47	913,675.13-	11,829,988.95	
0100	TOTAL REVENUES/CARRY-OVER							
0110	CURRENT AD VALOREM TAXES	10,215,079.00	10,215,079.00		10,009,253.18	45,180.51	205,825.82	98
0120	DELINQUENT TAX COLLECTIONS	77,260.00	77,260.00		51,334.66	8,194.02	25,925.34	66
0130	PENALTY & INTEREST	73,098.00	73,098.00		58,689.26	9,252.87	14,408.74	80
0199	TOTAL TAXES	10,365,437.00	10,365,437.00	0.00	10,119,277.10	62,627.40	246,159.90	98
0200	BEER & LIQUOR LICENSES	7,500.00	7,500.00		3,082.75	465.50	4,417.25	41
0205	MIXED DRINK TAX	20,000.00	20,000.00		27,788.95	4,340.21	7,788.95+	139
0210	AMUSEMENT TAX	50.00	50.00		0.00	0.00	50.00	00
0212	DEVELOPMENT FEES	25,000.00	25,000.00		19,360.00	4,860.00	5,640.00	77
0299	TOTAL LICENSES & PERMITS	52,550.00	52,550.00	0.00	50,231.70	9,665.71	2,318.30	96
0300	AMBULANCE FEES COLLECTED	1,400,000.00	1,400,000.00		873,897.02	131,165.26	526,102.98	62
0302	DONATIONS/COUNTY WIDE	2,500.00	2,500.00		2,700.00	0.00	200.00+	108
0304	DONATIONS/MENTAL HEALTH DEPUTY	65,500.00	65,500.00		0.00	0.00	65,500.00	00
0310	INTEREST INCOME	129,013.00	129,013.00		378,139.19	68,245.99	249,126.19+	293
0312	5+ MOTOR VEH SALES TAX COMMISSION	250,000.00	250,000.00		423,953.71	0.00	173,953.71+	170
0313	INMATE PHONE COMMISSIONS	0.00	0.00		0.00	0.00	0.00	
0314	SALE OF POLICE REPORTS	750.00	750.00		1,460.00	64.00	710.00+	195
0316	JUDICIAL EDUCATION FEES	500.00	500.00		290.00	50.00	210.00	58
0317	SALES-VENDING & SCRAP METALS	150.00	150.00		0.00	0.00	150.00	00
0318	JUROR DONATIONS - CASA	100.00	100.00		0.00	0.00	100.00	00
0319	V.I.T. OVERAGES(TAX A/C)	20,000.00	20,000.00		0.00	0.00	20,000.00	00
0320	SALES TAX	1,700,000.00	1,700,000.00		1,242,410.40	179,093.56	457,589.60	73
0321	OIL & GAS ROYALTY	200.00	200.00		0.00	0.00	200.00	00
0322	JUROR DONATIONS-CHILD WELFARE BRD	100.00	100.00		48.00	0.00	52.00	48
0323	JURY FEES	4,000.00	4,000.00		2,888.31	505.50	1,111.69	72
0324	STENOGRAPHERS FEES	6,000.00	6,000.00		4,644.24	862.95	1,355.76	77
0325	RENTAL INCOME-EL FACILITIES	164,500.00	164,500.00		23,250.00	1,500.00	141,250.00	14
0378	PUBLIC DEFENDER FEES	12,000.00	12,000.00		6,347.60	584.54	5,652.40	53
0379	INTERPRETOR FEES	1,000.00	1,000.00		94.50	0.00	905.50	09
0380	STATE SALARY SUPPLEMENT-CO JUDGE	25,200.00	25,200.00		10,100.00	0.00	15,100.00	40
0382	PRISONER TRANSPORT REIMB/STATE COM	5,000.00	5,000.00		2,938.00	579.00	2,062.00	59
0385	BOND FORFEITURES	25,000.00	25,000.00		8,225.00	1,750.00	16,775.00	33
0390	UNCLAIMED PROPERTY-UNCASHED CHECKS	500.00	500.00		1,700.33	0.00	1,200.33+	340
0395	MISCELLANEOUS	100,000.00	100,000.00		59,383.42	15,854.58	40,616.58	59
0399	TOTAL MISCELLANEOUS	3,912,013.00	3,912,013.00	0.00	3,042,469.72	400,255.38	869,543.28	78
0401	TAX ASSESSOR-COLLECTOR	120,000.00	120,000.00		74,647.22	11,976.20	45,352.78	62
0402	DISTRICT CLERK	40,000.00	40,000.00		30,667.98	6,063.91	9,332.02	77
0403	COUNTY CLERK	200,000.00	200,000.00		99,056.17	16,413.75	100,943.83	50
0404	SHERIFF'S FEES	35,000.00	35,000.00		31,888.05	2,100.66	3,111.95	91
0405	COUNTY JUDGE	1,000.00	1,000.00		378.00	60.00	622.00	38
0406	COUNTY ATTORNEY	10,000.00	10,000.00		5,587.75	668.00	4,412.25	56

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0407	CONSTABLE CITATION FEES	10,000.00	10,000.00		5,746.77	960.00	4,253.23	57
0411	JUSTICE OF PEACE PCT. #1	115,000.00	115,000.00		65,302.58	6,593.88	49,697.42	57
0412	JUSTICE OF PEACE PCT. #2	60,000.00	60,000.00		38,582.20	5,167.09	21,417.80	64
0413	JUSTICE OF PEACE PCT. #3	100,000.00	100,000.00		32,170.27	2,861.24	67,829.73	32
0414	JUSTICE OF PEACE PCT. #4	60,000.00	60,000.00		30,243.97	0.00	29,756.03	50
0415	TOTAL FEES OF OFFICE	751,000.00	751,000.00	0.00	414,270.96	52,864.73	336,729.04	55
0416	COURT COSTS PRIOR TO 2004	50.00	50.00		0.00	0.00	50.00	00
0417	DRUG COURT COST FEES	100.00	100.00		7.50	7.50	92.50	08
0418	EMS/TRAUMA FUND FEES	250.00	250.00		182.07	83.94	67.93	73
0419	CONSOLIDATED COURT COSTS	20,000.00	20,000.00		8,041.40	3,331.43	11,958.60	40
0420	TRAFFIC FEES	4,000.00	4,000.00		1,802.83	794.13	2,197.17	45
0421	ARREST FEES	5,000.00	5,000.00		2,950.65	2,750.65	2,049.35	59
0422	JUDICIAL SUPPORT FEE	500.00	500.00		12.81-	111.02-	512.81	03
0423	JURY SERVICE REIMB FEE	50.00	50.00		45.16	37.69	4.84	90
0424	INDIGENT LEGAL SERVICES FEE	50.00	50.00		6.76	1.57	43.24	14
0425	CIVIL FILING FEES	5,000.00	5,000.00		4,993.00	561.00	7.00	100
0426	LANGUAGE ACCESS FEES	1,000.00	1,000.00		537.00	102.00	463.00	54
0427	INDIGENT DEFENSE FUND FEES	250.00	250.00		154.11	125.11	95.89	62
0428	WARRANT AND/OR CAPIAS FEE	2,500.00	2,500.00		452.01	252.01	2,047.99	18
0429	TOTAL STATE FEES	38,750.00	38,750.00	0.00	19,159.68	7,936.01	19,590.32	49
0430	APPELLATE COURT FEES	1,500.00	1,500.00		906.58	171.32	593.42	60
0431	FINES & TRIAL FEES-CO CLK	60,000.00	60,000.00		18,198.50	1,188.00	41,801.50	30
0432	FINES & TRIAL FEES-DIST	50,000.00	50,000.00		22,360.06	3,226.88	27,639.94	45
0433	TRAFFIC FEES	5,000.00	5,000.00		2,527.97	183.06	2,472.03	51
0434	CHILD SAFETY FEES	50.00	50.00		0.00	0.00	50.00	00
0435	SEPTIC SYSTEM FEES	50,000.00	50,000.00		29,435.00	2,710.00	20,565.00	59
0436	MOVING VIOLATIONS FEES	50.00	50.00		0.94	0.32	49.06	02
0437	TIME PAYMENT FEES	2,000.00	2,000.00		1,255.89	381.78	744.11	63
0438	COURT FACILITY FEES	5,000.00	5,000.00		3,580.00	680.00	1,420.00	72
0439	BIRTH CERTIFICATE FEES	150.00	150.00		98.00	15.40	52.00	65
0440	COURT RECORDS PRESERVATION	6,000.00	6,000.00		3,848.25	732.64	2,151.75	64
0441	CO. RECORDS PRESERVATION	500.00	500.00		125.00	25.00	375.00	25
0442	CERTIFICATION OF DISCOVERY FEES	500.00	500.00		229.80	24.65	270.20	46
0444	BEASON PARK PERMIT FEES	500.00	500.00		250.00	50.00	250.00	50
0445	COURT INITIATED GRDNSTP FEE	4,000.00	4,000.00		1,920.00	330.00	2,080.00	48
0446	TAX ABATEMENT APPL FEES	1,000.00	1,000.00		3,905.00	0.00	2,905.00+	391
0447	DNA TESTING	200.00	200.00		21.72	9.49	178.28	11
0448	TRUANCY PREVENTION FEES	7,500.00	7,500.00		5,086.74	383.46	2,413.26	68
0450	COUNTY SPECIALTY COURT ACCT	1,500.00	1,500.00		1,675.26	159.19	175.26+	112
0451	VISUAL RECORDING FEE	300.00	300.00		170.00	0.00	130.00	57
0453	BAIL BOND FEES	500.00	500.00		300.00	117.00	200.00	60
0454	NON-DISCLOSURE FEES	0.00	0.00		56.00	0.00	56.00+	
0455	SALE OF 911 ADDRESS SIGNS	2,500.00	2,500.00		2,908.00	370.00	408.00+	116
0460	MATCHING FUNDS-SCHOOL RES OFC	77,400.00	77,400.00		63,069.71	0.00	14,330.29	81
0466	CHILD ABUSE PREVENTION FUND	100.00	100.00		19.66	3.24	80.34	20
0476	CLERK'S VITAL STATISTICS FEE	1,000.00	1,000.00		592.00	95.00	408.00	59
0477	FTA/OMNIBASE	5,000.00	5,000.00		2,717.44	948.98	2,282.56	54
0479	FAMILY PROTECTION FEE	500.00	500.00		4.73	3.95	495.27	01
0499	TOTAL OTHER FEES	282,750.00	282,750.00	0.00	165,262.25	11,809.36	117,487.75	58

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0503	REIMB OF JUROR PMTS-STATE COMPTROL	7,500.00	7,500.00		4,284.00	0.00	3,216.00	57
0509	TOTAL	7,500.00	7,500.00	0.00	4,284.00	0.00	3,216.00	57
0600	GRANT - TITLE IV-E PRS CONTRACTS	1,000.00	1,000.00		0.00	0.00	1,000.00	00
0601	FED'L FUNDS-FEMA & CARES ACT	0.00	0.00		15,408.19	0.00	15,408.19+	
0602	GRANT PROCEEDS	75,000.00	75,000.00		130,739.16	71,502.13	55,739.16+	174
0603	GRANT - STATE COMPTROLLER	50,000.00	50,000.00		7,058.61	3,318.61	42,941.39	14
0604	GRANT-HOMELAND SECURITY	25,000.00	25,000.00		3,213.66	467.38	21,786.34	13
0699	TOTAL GRANTS	151,000.00	151,000.00	0.00	156,419.62	75,288.12	5,419.62+	104
	TOTAL REVENUES/CARRY-OVER	15,561,000.00	15,561,000.00	0.00	13,971,375.03	620,446.71	1,589,624.97	90
0400	COUNTY JUDGE							
0101	SALARY, COUNTY JUDGE	69,294.00	69,294.00	0.00	40,421.50	5,774.50	28,872.50	58
0102	SALARY, CO JUDGE STATE SUPPLEMENT	25,200.00	25,200.00	0.00	14,700.00	2,100.00	10,500.00	58
0103	SALARY, CO JUDGE-ATTY SUPPLEMENT	25,000.00	25,000.00	0.00	14,583.10	2,083.30	10,416.90	58
0105	SALARY, JUDGE'S SECRETARY	41,850.00	41,850.00	0.00	24,412.50	3,487.50	17,437.50	58
0150	SOCIAL SECURITY TAX	12,343.00	12,343.00	0.00	7,165.06	1,023.58	5,177.94	58
0151	GROUP MEDICAL INSURANCE	22,000.00	22,000.00	0.00	12,862.92	1,837.56	9,137.08	58
0152	RETIREMENT	20,973.00	20,973.00	0.00	12,235.44	1,747.92	8,737.56	58
0199	TOTAL PERSONNEL SERVICES	216,660.00	216,660.00	0.00	126,380.52	18,054.36	90,279.48	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	1,838.90	420.93	1,161.10	61
0420	COMMUNICATIONS EXPENSE	3,000.00	3,000.00	0.00	1,024.64	53.76	1,975.36	34
0421	COPIER USAGE EXPENSE	1,560.00	1,560.00	79.54	1,217.10	204.22	263.36	83
0427	CONFERENCE/SEMINARS/DUES	2,150.00	2,150.00	0.00	386.77	0.00	1,763.23	18
0428	TRAVEL EXPENSES	1,500.00	1,500.00	0.00	190.76	0.00	1,309.24	13
0499	TOTAL SERVICES & CHARGES	11,210.00	11,210.00	79.54	4,658.17	678.91	6,472.29	42
0532	EQUIPMENT OVER \$500	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
	COUNTY JUDGE	230,370.00	230,370.00	79.54	131,038.69	18,733.27	99,251.77	57
0401	COMMISSIONER'S COURT							
0101	SALARY, COMMISSIONERS	274,656.00	274,656.00	0.00	160,216.00	22,888.00	114,440.00	58
0150	SOCIAL SECURITY TAXES	21,011.00	21,011.00	0.00	11,846.73	1,674.92	9,164.27	56
0151	GROUP MEDICAL INSURANCE	44,000.00	44,000.00	0.00	22,995.58	3,679.30	21,004.42	52
0152	RETIREMENT	35,703.00	35,703.00	0.00	20,828.07	2,975.44	14,874.93	58
0199	TOTAL PERSONNEL SERVICES	375,370.00	375,370.00	0.00	215,886.38	31,217.66	159,483.62	58
0200	WORKERS' COMP INSURANCE	75,000.00	75,000.00	0.00	51,188.00	0.00	23,812.00	68
0403	OUTSIDE LEGAL SERVICES	250,000.00	250,000.00	0.00	103,588.64	4,793.72	146,411.36	41
0406	APPRAISAL DISTRICT FEES	381,350.00	381,350.00	0.00	390,295.19	108,415.33	8,945.19-	102
0420	COMMUNICATIONS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	
0427	COMM TRAINING/CONFERENCES	6,000.00	6,000.00	0.00	4,140.39	0.00	1,859.61	69
0470	LIBRARIES	22,000.00	22,000.00	0.00	22,000.00	0.00	0.00	100
0471	RURAL FIRE FIGHTING AIDE	157,340.00	157,340.00	0.00	149,839.00	0.00	7,501.00	95
0475	FIREFIGHTER'S ASSOC	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0482	GENERAL LIABILITY INS.	10,000.00	10,000.00	0.00	7,695.00	0.00	2,305.00	77
0483	PUBLIC OFFICIALS LIAB INS	30,000.00	30,000.00	0.00	25,193.00	0.00	4,807.00	84
0487	SOIL & WATER CONSERVATION	7,500.00	7,500.00	0.00	7,500.00	0.00	0.00	100
0499	TOTAL SERVICES & CHARGES	943,190.00	943,190.00	0.00	761,439.22	113,209.05	181,750.78	81
	COMMISSIONER'S COURT	1,318,560.00	1,318,560.00	0.00	977,325.60	144,426.71	341,234.40	74
0403	COUNTY CLERK							
0101	SALARY, COUNTY CLERK	61,776.00	61,776.00	0.00	36,036.00	5,148.00	25,740.00	58
0105	SALARY, DEPUTIES	185,016.00	185,016.00	0.00	77,749.17	11,575.11	107,266.83	42
0150	SOCIAL SECURITY TAX	18,880.00	18,880.00	0.00	7,939.84	1,158.14	10,940.16	42
0151	GROUP MEDICAL INSURANCE	66,000.00	66,000.00	0.00	29,535.89	4,583.90	36,464.11	45
0152	RETIREMENT	32,078.00	32,078.00	0.00	14,361.52	2,174.01	17,716.48	45
0199	TOTAL PERSONNEL SERVICES	363,750.00	363,750.00	0.00	165,622.42	24,639.16	198,127.58	46
0310	SUPPLIES/EQUIPMENT UNDER \$500	14,000.00	14,000.00	0.00	2,686.67	164.60	11,313.33	19
0420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	386.39	15.77	2,113.61	15
0421	COPIER & PLOTTER USAGE EXPENSE	4,000.00	4,000.00	200.50	1,296.88	228.89	2,502.62	37
0427	CONFERENCE/SEMINARS/DUES	3,500.00	3,500.00	0.00	2,693.63	1,201.77	806.37	77
0499	TOTAL SERVICES & CHARGES	24,000.00	24,000.00	200.50	7,063.57	1,611.03	16,735.93	30
0532	EQUIPMENT OVER \$500	25,000.00	25,000.00	0.00	23,367.49	0.00	1,632.51	93
	COUNTY CLERK	412,750.00	412,750.00	200.50	196,053.48	26,250.19	216,496.02	48
0410	ELECTIONS							
0102	SALARY, ELECTION ADMINISTRATOR	50,076.00	50,076.00	0.00	29,494.50	4,213.50	20,581.50	59
0108	SALARY, ELECTION PERSONNEL	33,000.00	33,000.00	0.00	18,900.76	2,675.00	14,099.24	57
0150	SOCIAL SECURITY TAXES	6,354.00	6,354.00	0.00	3,702.01	526.50	2,651.99	58
0151	GROUP MEDICAL INSURANCE	22,000.00	22,000.00	0.00	12,846.40	1,835.20	9,153.60	58
0152	RETIREMENT	10,770.00	10,770.00	0.00	6,268.64	895.52	4,501.36	58
0199	TOTAL PERSONNEL SERVICES	122,200.00	122,200.00	0.00	71,212.31	10,145.72	50,987.69	58
0310	VOTING SUPPLIES/PRINTING	20,000.00	20,000.00	0.00	11,883.48	2,875.00	8,116.52	59
0410	ELECTION JUDGES & CLERKS	9,500.00	9,500.00	0.00	80.00	0.00	9,420.00	01
0420	COMMUNICATION EXPENSE	6,000.00	6,000.00	0.00	2,690.43	288.56	3,309.57	45
0421	COPIER LEASE EXPENSE	2,500.00	2,500.00	0.00	1,417.50	202.50	1,082.50	57
0425	VOTER REGISTRATION EXPENSES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	00
0427	CONFERENCES	3,500.00	3,500.00	0.00	4,351.52	110.04	851.52	124
0431	PUBLICATIONS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0452	MAINTAINING VOTING EQUIP	22,000.00	22,000.00	0.00	9,932.50	0.00	12,067.50	45
0454	VAN MAINTENANCE	0.00	0.00	0.00	368.38	0.00	368.38	
0460	BUILDING RENT	500.00	500.00	0.00	0.00	0.00	500.00	00
0499	TOTAL SERVICES & CHARGES	72,500.00	72,500.00	0.00	30,723.81	3,476.10	41,776.19	42
0532	EQUIPMENT & SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	
0574	HAVA GRANT MATCH	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	00

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
	ELECTIONS	210,700.00	210,700.00	0.00	101,936.12	13,621.82	108,763.88	48
0426	COUNTY COURT							
0416	VISITING JUDGE EXPENSES	5,000.00	5,000.00	0.00	1,739.25	0.00	3,260.75	35
0419	PROFESSIONAL SVCS-NON-SPF	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0428	COURT APPOINTED ATTORNEYS	5,000.00	5,000.00	0.00	2,350.00	500.00	2,650.00	47
0479	INTERPRETER	10,000.00	10,000.00	0.00	400.00	0.00	9,600.00	04
0485	JUROR EXPENSE	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	00
0488	COURT REPORTERS	6,000.00	6,000.00	1,288.36	7,354.88	3,350.08	2,643.24	144
	COUNTY COURT	32,000.00	32,000.00	1,288.36	11,844.13	3,850.08	18,867.51	41
0428	PUBLIC DEFENDER							
0102	SALARY, PUBLIC DEFENDER	133,592.00	133,592.00	0.00	77,928.62	11,132.66	55,663.38	58
0105	SALARY, SECRETARY	39,660.00	39,660.00	0.00	23,135.00	3,305.00	16,525.00	58
0150	SOCIAL SECURITY TAX	13,254.00	13,254.00	0.00	7,331.38	1,047.34	5,922.62	55
0151	GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	19,297.88	2,756.84	13,702.12	58
0152	RETIREMENT	22,894.00	22,894.00	0.00	13,138.30	1,876.90	9,755.70	57
0199	TOTAL PERSONNEL SERVICES	242,400.00	242,400.00	0.00	140,831.18	20,118.74	101,568.82	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	424.93	697.84	0.00	1,877.23	37
0420	COMMUNICATIONS EXPENSE	2,000.00	2,000.00	0.00	1,116.70	64.06	883.30	56
0423	LAW BOOKS/ON-LINE SUBSCRIPTIONS	3,000.00	3,000.00	0.00	1,627.90	256.65	1,372.10	54
0427	CONFERENCE/SEMINARS/DUES	3,000.00	3,000.00	0.00	780.00	480.00	2,220.00	26
0499	TOTAL SERVICES & CHARGES	11,000.00	11,000.00	424.93	4,222.44	800.71	6,352.63	42
0532	EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	PUBLIC DEFENDER	255,400.00	255,400.00	424.93	145,053.62	20,919.45	109,921.45	57
0433	25TH JUDICIAL DISTRICT							
0310	OFFICE SUPPLIES	300.00	300.00	0.00	135.00	0.00	165.00	45
0424	TRAVEL & EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0447	CRT REPORTER SAL&BENEFITS	13,350.00	13,350.00	0.00	8,021.25	2,673.75	5,328.75	60
0489	COURT REPORTERS EXPENSE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
0490	CRT COORDINATOR SAL&BENEF	9,000.00	9,000.00	0.00	5,685.00	1,895.00	3,315.00	63
0493	CRT COORDINATORS EXPENSE	250.00	250.00	0.00	0.00	0.00	250.00	00
	25TH JUDICIAL DISTRICT	26,900.00	26,900.00	0.00	13,841.25	4,568.75	13,058.75	51
0434	2ND 25TH JUDICIAL DISTRICT							
0310	OFFICE SUPPLIES	300.00	300.00	0.00	11.99	0.00	288.01	04
0424	TRAVEL & EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0446	CRT REPORTER SAL&BENEFITS	13,350.00	13,350.00	0.00	8,034.00	2,678.00	5,316.00	60
0489	COURT REPORTERS EXPENSE	3,000.00	3,000.00	0.00	1,977.45	0.00	1,022.55	66
0492	CRT COORD SALARY&BENEFITS	9,000.00	9,000.00	0.00	5,599.50	1,866.50	3,400.50	62
0493	CRT COORDINATORS EXPENSE	250.00	250.00	0.00	0.00	0.00	250.00	00
	2ND 25TH JUDICIAL DISTRICT	26,900.00	26,900.00	0.00	15,622.94	4,544.50	11,277.06	58

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0435 DISTRICT COURT								
0411	THD ADM JUDICIAL EXPENSE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0412	COURT OF APPEALS EXPENSE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0416	VISITING JUDGES EXPENSE	4,000.00	4,000.00	0.00	115.28	0.00	3,884.72	03
0419	PROF SVCS-NON SPECIFIED	10,000.00	10,000.00	0.00	7,200.00	800.00	2,800.00	72
0428	CRT APPOINTED ATTORNEYS	20,000.00	20,000.00	0.00	5,199.25	0.00	14,800.75	26
0472	PRINTED FORMS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0479	INTERPRETORS	20,000.00	20,000.00	0.00	6,964.00	5,264.00	13,036.00	35
0484	COURT REPORTERS RECORD	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
0485	JUROR EXPENSE	20,000.00	20,000.00	0.00	11,447.83	1,268.02	8,552.17	57
0488	COURT REPORTERS	7,000.00	7,000.00	0.00	1,950.00	0.00	5,050.00	28
0499	TOTAL SERVICES & CHARGES	91,000.00	91,000.00	0.00	32,876.36	7,332.02	58,123.64	36
	DISTRICT COURT	91,000.00	91,000.00	0.00	32,876.36	7,332.02	58,123.64	36
0440 HUMAN RESOURCES								
0102	SALARY, HR DIRECTOR	49,110.00	49,110.00	0.00	28,647.50	4,092.50	20,462.50	58
0150	SOCIAL SECURITY TAXES	3,757.00	3,757.00	0.00	1,445.64	206.52	2,311.36	38
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,438.86	919.84	4,561.14	59
0152	RETIREMENT	6,483.00	6,483.00	0.00	3,724.14	532.02	2,758.86	57
0310	SUPPLIES/EQUIPMENT UNDER \$500	750.00	750.00	0.00	994.91	173.95	244.91	133
0420	COMMUNICATIONS EXPENSE	500.00	500.00	0.00	110.32	15.76	389.68	22
0427	SEMINARS/DUES/MEETINGS	750.00	750.00	0.00	0.00	0.00	750.00	00
	HUMAN RESOURCES	72,350.00	72,350.00	0.00	41,361.37	5,940.59	30,988.63	57
0450 DISTRICT CLERK								
0101	SALARY, DISTRICT CLERK	61,776.00	61,776.00	0.00	36,036.00	5,148.00	25,740.00	58
0105	SALARY, DEPUTIES	78,282.00	78,282.00	0.00	45,664.50	6,523.50	32,617.50	58
0108	SALARY, PART-TIME CLERK	16,848.00	16,848.00	0.00	9,420.84	1,135.68	7,427.16	56
0150	SOCIAL SECURITY TAX	12,003.00	12,003.00	0.00	6,927.74	973.60	5,075.26	58
0151	GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	18,357.92	2,753.96	14,642.08	56
0152	RETIREMENT	20,391.00	20,391.00	0.00	11,845.80	1,664.93	8,545.20	58
0199	TOTAL PERSONNEL SERVICES	222,300.00	222,300.00	0.00	128,252.80	18,199.67	94,047.20	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	7,000.00	7,000.00	0.00	3,695.11	0.00	3,304.89	53
0420	COMMUNICATIONS EXPENSE	2,250.00	2,250.00	0.00	371.09	15.77	1,878.91	16
0421	COPIER USAGE EXPENSE	2,500.00	2,500.00	107.98	1,511.95	237.22	880.07	65
0427	CONFERENCE/SEMINARS/DUES	2,000.00	2,000.00	0.00	2,006.92	676.75	6.92	100
0499	TOTAL SERVICES & CHARGES	13,750.00	13,750.00	107.98	7,585.07	929.74	6,056.95	56
0532	EQUIPMENT OVER \$500	10,000.00	10,000.00	0.00	7,250.00	0.00	2,750.00	73
	DISTRICT CLERK	246,050.00	246,050.00	107.98	143,087.87	19,129.41	102,854.15	58
0451 JUSTICE OF THE PEACE #1								
0101	SALARY, JUSTICE OF PEACE	45,876.00	45,876.00	0.00	26,761.00	3,823.00	19,115.00	58

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07
0105 SALARY, CLERKS	76,830.00	76,830.00	0.00	44,817.50	6,402.50	32,012.50	58
0150 SOCIAL SECURITY TAX	9,387.00	9,387.00	0.00	5,281.62	754.08	4,105.38	56
0151 GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	13,056.18	1,865.16	19,943.82	40
0152 RETIREMENT	15,957.00	15,957.00	0.00	9,310.44	1,329.32	6,646.56	58
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0199 TOTAL PERSONNEL SERVICES	181,050.00	181,050.00	0.00	99,226.74	14,174.06	81,823.26	55
0310 SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	2,664.68	69.95	1,335.32	67
0420 COMMUNICATIONS EXPENSE	1,500.00	1,500.00	0.00	1,050.92	47.75	449.08	70
0421 XEROX USAGE EXPENSE	1,500.00	1,500.00	0.00	875.00	125.00	625.00	58
0427 CONFERENCES/SEMINARS/DUES	1,000.00	1,000.00	0.00	195.00	50.00	805.00	20
0429 TRAVEL EXPENSE	2,000.00	2,000.00	0.00	1,072.89	0.00	927.11	54
0485 JUROR EXPENSE	1,000.00	1,000.00	0.00	194.00	0.00	806.00	19
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0499 TOTAL SERVICES & CHARGES	11,000.00	11,000.00	0.00	6,052.49	292.70	4,947.51	55
0532 EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	3,064.60	0.00	1,064.60	153
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JUSTICE OF THE PEACE #1	194,050.00	194,050.00	0.00	108,343.83	14,466.76	85,706.17	56
0452 JUSTICE OF THE PEACE #2	-----						
0101 SALARY, JUSTICE OF PEACE	45,876.00	45,876.00	0.00	26,761.00	3,823.00	19,115.00	58
0108 SALARY, CLERKS	69,096.00	69,096.00	0.00	40,306.00	5,758.00	28,790.00	58
0150 SOCIAL SECURITY TAX	8,795.00	8,795.00	0.00	4,195.87	599.41	4,599.13	48
0151 GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	19,230.66	2,747.24	13,769.34	58
0152 RETIREMENT	14,933.00	14,933.00	0.00	8,718.78	1,245.54	6,214.22	58
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0199 TOTAL PERSONNEL SERVICE	171,700.00	171,700.00	0.00	99,212.31	14,173.19	72,487.69	58
0310 SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	2,268.26	232.34	1,731.74	57
0420 COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	1,526.49	228.15	1,973.51	44
0421 COPIER LEASE/USAGE EXPENSE	2,000.00	2,000.00	0.00	875.00	125.00	1,125.00	44
0427 CONFERENCES/SEMINARS/DUES	2,500.00	2,500.00	0.00	1,035.67	0.00	1,464.33	41
0429 TRAVEL EXPENSE	4,000.00	4,000.00	0.00	586.24	75.59	3,413.76	15
0485 JUROR EXPENSE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
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0499 TOTAL SERVICES & CHARGES	17,500.00	17,500.00	0.00	6,291.66	661.08	11,208.34	36
0532 EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
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JUSTICE OF THE PEACE #2	191,200.00	191,200.00	0.00	105,503.97	14,834.27	85,696.03	55
0453 JUSTICE OF THE PEACE #3	-----						
0101 SALARY, JUSTICE OF PEACE	45,876.00	45,876.00	0.00	18,791.82	3,823.00	27,084.18	41
0108 SALARY, CLERKS	71,532.00	71,532.00	0.00	40,125.28	5,535.00	31,406.72	56
0150 SOCIAL SECURITY TAX	8,982.00	8,982.00	0.00	4,487.25	713.48	4,494.75	50
0151 GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	16,009.07	1,829.66	16,990.93	49
0152 RETIREMENT	15,260.00	15,260.00	0.00	7,659.32	1,216.56	7,600.68	50
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0199 TOTAL PERSONNEL SERVICES	174,650.00	174,650.00	0.00	87,072.74	13,117.70	87,577.26	50
0310 SUPPLIES/EQUIPMENT UNDER \$500	5,500.00	5,500.00	41.89	2,893.75	13.25	2,564.36	53
0420 COMMUNICATIONS EXPENSE	2,000.00	2,000.00	0.00	458.02	74.11	1,541.98	23

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

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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0421	XEROX USAGE EXPENSE	2,000.00	2,000.00	0.00	875.00	125.00	1,125.00	44
0427	CONFERENCES/SEMINARS/DUES	1,750.00	1,750.00	0.00	460.00	0.00	1,290.00	26
0429	TRAVEL EXPENSE	750.00	750.00	0.00	0.00	0.00	750.00	00
0485	JUROR EXPENSE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0499	TOTAL SERVICES & CHARGES	13,000.00	13,000.00	41.89	4,686.77	212.36	8,271.34	36
0532	EQUIPMENT OVER \$500	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
	JUSTICE OF THE PEACE #3	190,650.00	190,650.00	41.89	91,759.51	13,330.06	98,848.60	48
0454	JUSTICE OF THE PEACE #4							
0101	SALARY, JUSTICE OF PEACE	45,876.00	45,876.00	0.00	26,761.00	3,823.00	19,115.00	58
0105	SALARY, PART-TIME CLERK	20,926.00	20,926.00	0.00	10,884.25	1,674.50	10,041.75	52
0108	SALARY, CLERK	35,604.00	35,604.00	0.00	20,769.00	2,967.00	14,835.00	58
0150	SOCIAL SECURITY TAX	7,834.00	7,834.00	0.00	4,468.73	647.54	3,365.27	57
0151	GROUP MEDICAL INSURANCE	28,600.00	28,600.00	0.00	10,239.15	1,503.48	18,360.85	36
0152	RETIREMENT	13,310.00	13,310.00	0.00	7,593.96	1,100.40	5,716.04	57
0199	TOTAL PERSONNEL SERVICES	152,150.00	152,150.00	0.00	80,716.09	11,715.92	71,433.91	53
0310	SUPPLIES/EQUIPMENT UNDER \$500	3,500.00	3,500.00	0.00	2,085.43	564.24	1,414.57	60
0420	COMMUNICATIONS EXPENSE	3,225.00	3,225.00	0.00	1,393.08	170.44	1,831.92	43
0427	CONFERENCES/SEMINARS/DUES	1,750.00	1,750.00	0.00	896.15	50.00	853.85	51
0429	TRAVEL EXPENSE	3,500.00	3,500.00	0.00	1,981.37	247.59	1,518.63	57
0460	OFFICE RENT	5,000.00	5,000.00	0.00	2,730.00	780.00	2,270.00	55
0485	JUROR EXPENSE	1,500.00	1,500.00	0.00	1,444.00	240.00	56.00	96
0499	TOTAL SERVICES & CHARGES	18,475.00	18,475.00	0.00	10,530.03	2,052.27	7,944.97	57
0532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	JUSTICE OF THE PEACE #4	172,625.00	172,625.00	0.00	91,246.12	13,768.19	81,378.88	53
0475	COUNTY ATTORNEY							
0102	SALARY, ASST CO ATTORNEY	152,148.00	152,148.00	0.00	88,753.00	12,679.00	63,395.00	58
0103	SALARY, INVESTIGATOR	59,652.00	59,652.00	0.00	40,290.71	10,464.71	19,361.29	68
0105	SALARY, LEGAL SECRETARIES (4)	153,362.00	153,362.00	0.00	66,517.50	9,502.50	86,844.50	43
0109	SALARY, LONGEVITY	7,680.00	7,680.00	0.00	4,460.00	640.00	3,220.00	58
0150	SOCIAL SECURITY TAX	28,522.00	28,522.00	0.00	15,229.07	2,535.94	13,292.93	53
0151	GROUP MEDICAL INSURANCE	77,000.00	77,000.00	0.00	38,514.98	5,502.14	38,485.02	50
0152	RETIREMENT	48,466.00	48,466.00	0.00	26,002.69	4,327.19	22,463.31	54
0199	TOTAL PERSONNEL SERVICES	526,830.00	526,830.00	0.00	279,767.95	45,651.48	247,062.05	53
0410	CO/DIST ATTY OFFICE EXPENSES	32,000.00	32,000.00	0.00	26,854.07	935.84	5,145.93	84
0499	TOTAL SERVICES & CHARGES	32,000.00	32,000.00	0.00	26,854.07	935.84	5,145.93	84
0532	EQUIPMENT	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
	COUNTY ATTORNEY	561,330.00	561,330.00	0.00	306,622.02	46,587.32	254,707.98	55

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0495 COUNTY AUDITOR'S OFFICE								

0102	SALARY, COUNTY AUDITOR	82,620.00	82,620.00	0.00	48,195.00	6,885.00	34,425.00	58
0105	SALARY, ASSISTANTS	83,382.00	83,382.00	0.00	48,278.16	6,839.16	35,103.84	58
0150	SOCIAL SECURITY TAXES	12,698.00	12,698.00	0.00	7,325.88	1,042.16	5,372.12	58
0151	GROUP MEDICAL INSURANCE	33,000.00	33,000.00	0.00	19,287.08	2,755.30	13,712.92	58
0152	RETIREMENT	21,900.00	21,900.00	0.00	12,541.68	1,784.16	9,358.32	57

0199	TOTAL PERSONNEL SERVICES	233,600.00	233,600.00	0.00	135,627.80	19,305.78	97,972.20	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	4,000.00	4,000.00	0.00	3,355.23	368.45	644.77	84
0420	COMMUNICATIONS EXPENSE	1,100.00	1,100.00	0.00	355.46	15.77	744.54	32
0421	XEROX COPIER USAGE/MAINT EXP	1,500.00	1,500.00	0.00	1,025.00	275.00	475.00	68
0427	CONVENTIONS/SEMINARS/DUES	2,500.00	2,500.00	0.00	1,092.88	264.30	1,407.12	44

0499	TOTAL SERVICES & CHARGES	9,100.00	9,100.00	0.00	5,828.57	186.62	3,271.43	64
0532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	2,090.41	0.00	90.41	105

	COUNTY AUDITOR'S OFFICE	244,700.00	244,700.00	0.00	143,546.78	19,492.40	101,153.22	59
0497 COUNTY TREASURER								

0101	SALARY, COUNTY TREASURER	61,776.00	61,776.00	0.00	36,036.00	5,148.00	25,740.00	58
0150	SOCIAL SECURITY TAX	4,726.00	4,726.00	0.00	2,685.90	383.70	2,040.10	57
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,438.74	919.82	4,561.26	59
0152	RETIREMENT	8,033.00	8,033.00	0.00	4,684.68	669.24	3,348.32	58

0199	TOTAL PERSONNEL SERVICES	85,535.00	85,535.00	0.00	49,845.32	7,120.76	35,689.68	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	2,500.00	2,500.00	58.81	1,789.12	472.84	652.07	74
0420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	110.39	15.77	889.61	11
0427	CONFERENCE/SEMINARS/DUES	3,000.00	3,000.00	0.00	938.88	0.00	2,061.12	31
0429	TRAVEL EXPENSE	700.00	700.00	0.00	0.00	0.00	700.00	00

0499	TOTAL SERVICES & CHARGES	7,200.00	7,200.00	58.81	2,838.39	488.61	4,302.80	40
0532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00

	COUNTY TREASURER	93,735.00	93,735.00	58.81	52,683.71	7,609.37	40,992.48	56
0499 TAX ASSESSOR-COLLECTOR								

0101	SALARY, TAX A/C	61,776.00	61,776.00	0.00	36,036.00	5,148.00	25,740.00	58
0105	SALARY, DEPUTIES	154,200.00	154,200.00	0.00	71,182.26	9,843.50	83,017.74	46
0150	SOCIAL SECURITY TAX	16,522.00	16,522.00	0.00	7,727.94	1,090.40	8,794.06	47
0151	GROUP MEDICAL INSURANCE	55,000.00	55,000.00	0.00	23,623.45	3,663.48	31,376.55	43
0152	RETIREMENT	28,077.00	28,077.00	0.00	13,938.55	1,948.92	14,138.45	50

0199	TOTAL PERSONNEL SERVICES	315,575.00	315,575.00	0.00	152,508.20	21,694.30	163,066.80	48
0310	SUPPLIES/EQUIPMENT UNDER \$500	4,250.00	4,250.00	0.00	2,214.06	603.32	2,035.94	52
0420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	330.04	15.77	2,169.96	13
0421	XEROX COPIER USAGE	3,000.00	3,000.00	0.00	1,503.30	250.55	1,496.70	50
0427	CONFERENCE/SEMINARS/DUES	2,000.00	2,000.00	0.00	948.23	1,227.24	1,051.77	47

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0499	TOTAL SERVICES & CHARGES	11,750.00	11,750.00	0.00	4,995.63	2,096.88	6,754.37	43
0532	EQUIPMENT OVER \$500	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
	TAX ASSESSOR-COLLECTOR	329,825.00	329,825.00	0.00	157,503.83	23,791.18	172,321.17	48
0510	COURTHOUSE BUILDING							
0105	SALARY, JANITRESSES	55,494.00	55,494.00	0.00	30,709.18	4,675.50	24,784.82	55
0107	SALARY, GROUNDS/MAINT	38,364.00	38,364.00	0.00	18,841.11	3,197.00	19,522.89	49
0108	SALARY, MAINT DIRECTOR	45,342.00	45,342.00	0.00	26,449.50	3,778.50	18,892.50	58
0115	SALARY, PART-TIME	17,300.00	17,300.00	0.00	135.12	0.00	17,164.88	01
0150	SOCIAL SECURITY TAXES	11,972.00	11,972.00	0.00	5,801.83	890.82	6,170.17	48
0151	GROUP MEDICAL INSURANCE	44,000.00	44,000.00	0.00	20,148.96	1,832.56	23,851.04	46
0152	RETIREMENT	20,328.00	20,328.00	0.00	9,897.55	1,514.64	10,430.45	49
0199	TOTAL PERSONNEL SERVICES	232,800.00	232,800.00	0.00	111,983.25	15,889.02	120,816.75	48
0335	CLEANING SUPPLIES	20,000.00	20,000.00	45.61	3,180.51	602.16	16,773.88	16
0355	REPAIR MATERIALS	10,000.00	10,000.00	0.00	1,495.22	44.14	8,504.78	15
0356	HAND TOOLS & EQUIPMENT	3,000.00	3,000.00	0.00	1,116.50	26.99	1,883.50	37
0395	MISCELLANEOUS SUPPLIES	15,000.00	15,000.00	0.00	4,010.80	578.64	10,989.20	27
0399	TOTAL SUPPLIES	48,000.00	48,000.00	45.61	9,803.03	1,251.93	38,151.36	21
0420	COMMUNICATIONS EXPENSE	15,000.00	15,000.00	0.00	100.00	20.00	14,900.00	01
0440	UTILITIES	115,000.00	115,000.00	0.00	49,652.39	19,315.83	65,347.61	43
0450	REPAIRS TO BLDGS	55,000.00	55,000.00	48.90	4,686.32	700.98	50,264.78	09
0454	REPAIRS/MAINT TO EQUIPMENT	49,000.00	49,000.00	20.00	229,620.66	15,076.67	180,640.66	469
0455	ELEVATOR MAINTENANCE	10,000.00	10,000.00	10,466.28	931.11	0.00	1,397.39	114
0482	BUILDING INSURANCE	110,000.00	110,000.00	0.00	114,774.50	0.00	4,774.50	104
0494	GROUNDS MAINTENANCE	7,500.00	7,500.00	0.00	12,737.86	1,025.60	5,237.86	170
0495	PEST CONTROL	4,000.00	4,000.00	0.00	1,359.99	0.00	2,640.01	34
0497	MISCELLANEOUS	5,000.00	5,000.00	0.00	5,401.67	630.94	401.67	108
0499	TOTAL SERVICES & CHARGES	370,500.00	370,500.00	10,535.18	419,264.50	3,263.60	59,299.68	116
0532	EQUIPMENT OVER \$500	10,000.00	10,000.00	0.00	1,355.89	0.00	8,644.11	14
	COURTHOUSE BUILDING	661,300.00	661,300.00	10,580.79	542,406.67	13,877.35	108,312.54	84
0515	PARKS & RECREATION DEPT							
0440	UTILITIES	2,500.00	2,500.00	0.00	178.12	25.36	2,321.88	07
0454	MAINTENANCE	2,500.00	2,500.00	0.00	72.23	41.46	2,427.77	03
	PARKS & RECREATION DEPT	5,000.00	5,000.00	0.00	250.35	66.82	4,749.65	05
0525	SEPTIC SYSTEM/FLOODPLAIN							
0108	SALARY, COORDINATOR	29,226.00	29,226.00	0.00	17,048.50	2,435.50	12,177.50	58
0150	SOCIAL SECURITY TAX	2,230.00	2,230.00	0.00	1,304.24	186.32	925.76	58
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	3,794.00	3,794.00	0.00	2,216.34	316.62	1,577.66	58

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0199	TOTAL PERSONNEL SERVICES	35,250.00	35,250.00	0.00	20,569.08	2,938.44	14,680.92	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	1,400.00	1,400.00	0.00	346.25	0.00	1,053.75	25
0402	CONTRACT SERVICES	8,250.00	8,250.00	0.00	440.00	440.00	7,810.00	05
0420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	568.70	67.81	431.30	57
0427	CONFERENCES/SEMINARS/DUES	1,500.00	1,500.00	0.00	764.00	0.00	736.00	51
0429	TRAVEL EXPENSE/REPAIRS OF VEH	500.00	500.00	0.00	75.50	0.00	424.50	15
0432	DOCUMENT IMAGING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
0532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	SEPTIC SYSTEM/FLOODPLAIN	51,900.00	51,900.00	0.00	22,763.53	3,446.25	29,136.47	44
0530	EMERGENCY MANAGEMENT							
0105	SALARY, ASST EMO COORDINATOR	21,054.00	21,054.00	0.00	12,281.50	1,754.50	8,772.50	58
0108	SALARY, EMO COORDINATOR	49,140.00	49,140.00	0.00	28,665.00	4,095.00	20,475.00	58
0150	SOCIAL SECURITY TAXES	5,370.00	5,370.00	0.00	2,676.27	374.35	2,693.73	50
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,438.86	919.84	4,561.14	59
0152	RETIREMENT	9,136.00	9,136.00	0.00	5,323.02	760.43	3,812.98	58
0199	TOTAL PERSONNEL SERVICES	95,700.00	95,700.00	0.00	55,384.65	7,904.12	40,315.35	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	3,300.00	3,300.00	0.00	1,226.01	81.74	2,073.99	37
0420	COMMUNICATIONS EXPENSE	4,500.00	4,500.00	0.00	2,033.92	161.73	2,466.08	45
0425	COVID-19 EXPENSES	0.00	0.00	0.00	1,505.52	250.86	1,505.52	
0427	DUES & MEMBERSHIPS	2,000.00	2,000.00	0.00	425.70	0.00	1,574.30	21
0453	RADIO REPAIRS & MAINTENANCE	33,000.00	33,000.00	0.00	10,145.15	1,447.00	22,854.85	31
0454	REPAIRS & MAINTENANCE TO EOC TRUCK	6,000.00	6,000.00	0.00	2,377.86	86.88	3,622.14	40
0532	EQUIPMENT OVER \$500	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	00
0704	STATE HOMELAND SECURITY GRANT PROG	40,000.00	40,000.00	0.00	14,056.28	934.76	25,943.72	35
	EMERGENCY MANAGEMENT	209,500.00	209,500.00	0.00	87,155.09	10,867.09	122,344.91	42
0540	EMS DIRECTOR/AMBULANCE							
0102	SALARY, EMS DIRECTOR	76,800.00	76,800.00	0.00	29,169.00	4,167.00	47,631.00	38
0103	SALARY, ASST EMS DIRECTOR	60,000.00	60,000.00	0.00	43,085.00	6,155.00	16,915.00	72
0105	SALARY, EMS MEMBERS	260,000.00	260,000.00	0.00	109,868.85	16,765.12	150,131.15	42
0106	SALARY, FULL-TIME PARAMEDICS	751,032.00	751,032.00	0.00	439,842.61	60,497.21	311,189.39	59
0107	SALARY, FLEET MAINTENANCE	50,316.00	50,316.00	0.00	29,351.00	4,193.00	20,965.00	58
0108	SALARY, AMBULANCE ACCT	43,680.00	43,680.00	0.00	14,560.00	0.00	29,120.00	33
0109	SALARY, TRANSFER INCENTIVE	0.00	0.00	0.00	22,100.00	2,200.00	22,100.00	
0110	SALARY, OVERTIME	457,920.00	457,920.00	0.00	287,022.33	39,248.68	170,897.67	63
0111	SALARY - EXTRA JOBS	45,000.00	45,000.00	0.00	21,538.00	9,857.00	23,462.00	48
0112	SALARY, HOLIDAY PAY	40,320.00	40,320.00	0.00	21,160.56	2,700.08	19,159.44	52
0150	SOCIAL SECURITY TAX	136,553.00	136,553.00	0.00	76,983.21	11,039.36	59,569.79	56
0151	GROUP MEDICAL INSURANCE	275,000.00	275,000.00	0.00	135,435.10	18,440.56	139,564.90	49
0152	RETIREMENT	232,024.00	232,024.00	0.00	132,300.83	18,951.81	99,723.17	57
0199	TOTAL PERSONNEL SERVICES	2,428,645.00	2,428,645.00	0.00	1,362,416.49	194,214.82	1,066,228.51	56
0310	SUPPLIES/EQUIPMENT UNDER \$500	15,000.00	15,000.00	0.00	7,312.46	3,290.68	7,687.54	49
0326	FIRST RESPONDER SUPPLIES	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	00
0330	FUEL & OIL	90,000.00	90,000.00	3,937.46	61,183.93	8,850.76	24,878.61	72

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND						EFFECTIVE MONTH - 07	
0334 AMBULANCE SUPPLIES	110,000.00	110,000.00	0.00	39,211.94	3,756.07	70,788.06	36
0408 TRAINING COURSES/SUPPLIES	15,000.00	15,000.00	0.00	5,702.11	2,970.49	9,297.89	38
0409 MEDICAL DIRECTOR EXPENSES	15,000.00	15,000.00	0.00	15,402.25	4,875.00	402.25-	103
0415 BILLING SERVICES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	00
0417 DRUG & ALCOHOL TESTING	3,500.00	3,500.00	0.00	2,150.82	350.00	1,349.18	61
0420 COMMUNICATIONS EXPENSE	17,500.00	17,500.00	0.00	9,124.20	999.93	8,375.80	52
0421 XEROX LEASE PAYMENT	2,000.00	2,000.00	0.00	900.00	0.00	1,100.00	45
0425 COVID-19 EXPENSES	0.00	0.00	0.00	883.05	126.15	883.05-	
0427 CONFERENCES/SEMINARS/DUES	3,000.00	3,000.00	0.00	1,471.28	0.00	1,528.72	49
0453 RADIOS & RADIO REPAIRS	10,000.00	10,000.00	0.00	5,935.03	296.14-	4,064.97	59
0454 REPAIRS TO AMB/EQUIPMENT	120,000.00	120,000.00	0.00	37,041.49	4,559.28	82,958.51	31
0457 MEDICAL WASTE SERVICES	1,500.00	1,500.00	0.00	801.45	232.50	698.55	53
0475 LICENSING FEES & eDISPATCH	15,000.00	15,000.00	0.00	15,048.86	6,120.00	48.86-	100
0482 INSURANCE	12,500.00	12,500.00	0.00	11,557.92	0.00	942.08	92
0491 UNIFORMS	12,000.00	12,000.00	0.00	18,958.67	1,198.88	6,958.67-	158
0497 MISCELLANEOUS/MATCHING GRANT FUNDS	5,000.00	5,000.00	0.00	255.00	0.00	4,745.00	05
0499 TOTAL SERVICES & CHARGES	479,500.00	479,500.00	3,937.46	232,940.46	37,033.60	242,622.08	49
0532 EQUIPMENT OVER \$500	30,000.00	30,000.00	0.00	31,822.57	0.00	1,822.57-	106
0574 CONTINGENCY-MATCHING GRNT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	00
0575 MOTOR VEHICLE	200,000.00	200,000.00	0.00	200,515.63	210,500.00	515.63-	100
EMS DIRECTOR/AMBULANCE	3,168,145.00	3,168,145.00	3,937.46	1,827,695.15	441,748.42	1,336,512.39	58
0551 CONSTABLE, PCT #1	=====						
0101 SALARY, CONSTABLE PCT #1	21,504.00	21,504.00	0.00	12,544.00	1,792.00	8,960.00	58
0150 SOCIAL SECURITY TAX	1,650.00	1,650.00	0.00	956.44	136.64	693.56	58
0151 GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,387.34	912.48	4,612.66	58
0152 RETIREMENT	2,796.00	2,796.00	0.00	1,630.72	232.96	1,165.28	58
0199 TOTAL PERSONNEL SERVICES	36,950.00	36,950.00	0.00	21,518.50	3,074.08	15,431.50	58
0420 COMMUNICATIONS EXPENSE	300.00	300.00	0.00	0.00	0.00	300.00	00
0427 SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	245.00	0.00	355.00	41
0429 TRAVEL/VEHICLE MAINTENANCE	1,800.00	1,800.00	109.30	797.00	0.00	893.70	50
0497 MISCELLANEOUS	1,250.00	1,250.00	0.00	43.29	43.29	1,206.71	03
CONSTABLE, PCT #1	40,900.00	40,900.00	109.30	22,603.79	3,117.37	18,186.91	56
0552 CONSTABLE, PCT #2	=====						
0101 SALARY, CONSTABLE PCT #2	21,504.00	21,504.00	0.00	12,544.00	1,792.00	8,960.00	58
0150 SOCIAL SECURITY TAX	1,650.00	1,650.00	0.00	610.19	83.36	1,039.81	37
0151 GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,373.10	910.44	4,626.90	58
0152 RETIREMENT	2,796.00	2,796.00	0.00	1,630.75	232.96	1,165.25	58
0199 TOTAL PERSONNEL SERVICES	36,950.00	36,950.00	0.00	21,158.04	3,018.76	15,791.96	57
0420 COMMUNICATIONS EXPENSE	600.00	600.00	0.00	216.19	22.36	383.81	36
0427 SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	121.42	51.42	478.58	20
0429 TRAVEL EXPENSE	5,000.00	5,000.00	0.00	200.00	0.00	4,800.00	04
0497 MISCELLANEOUS	1,250.00	1,250.00	0.00	52.88	52.88	1,197.12	04

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
	CONSTABLE, PCT #2	44,400.00	44,400.00	0.00	21,748.53	3,145.42	22,651.47	49
0553	CONSTABLE, PCT #3							
0101	SALARY, CONSTABLE PCT #3	21,504.00	21,504.00	0.00	12,544.00	1,792.00	8,960.00	58
0150	SOCIAL SECURITY TAX	1,650.00	1,650.00	0.00	959.57	137.09	690.43	58
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,373.08	910.44	4,626.92	58
0152	RETIREMENT	2,796.00	2,796.00	0.00	1,630.78	232.97	1,165.22	58
0199	TOTAL PERSONNEL SERVICES	36,950.00	36,950.00	0.00	21,507.43	3,072.50	15,442.57	58
0420	CELL PHONE EXPENSE	300.00	300.00	0.00	0.00	0.00	300.00	00
0427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	270.00	0.00	330.00	45
0429	TRAVEL EXPENSE	1,200.00	1,200.00	0.00	100.00	0.00	1,100.00	08
0497	MISCELLANEOUS	1,250.00	1,250.00	0.00	43.29	43.29	1,206.71	03
	CONSTABLE, PCT #3	40,300.00	40,300.00	0.00	21,920.72	3,115.79	18,379.28	54
0554	CONSTABLE, PCT #4							
0101	SALARY, CONSTABLE PCT #4	21,504.00	21,504.00	0.00	12,544.00	1,792.00	8,960.00	58
0150	SOCIAL SECURITY TAX	1,650.00	1,650.00	0.00	595.56	85.08	1,054.44	36
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,387.34	912.48	4,612.66	58
0152	RETIREMENT	2,796.00	2,796.00	0.00	1,630.72	232.96	1,165.28	58
0199	TOTAL PERSONNEL SERVICES	36,950.00	36,950.00	0.00	21,157.62	3,022.52	15,792.38	57
0427	SEMINARS/DUES/MEETINGS	600.00	600.00	0.00	0.00	0.00	600.00	00
0429	TRAVEL EXPENSE	500.00	500.00	0.00	0.00	0.00	500.00	00
0497	MISCELLANEOUS	1,250.00	1,250.00	0.00	43.29	43.29	1,206.71	03
	CONSTABLE, PCT #4	39,300.00	39,300.00	0.00	21,200.91	3,065.81	18,099.09	54
0555	911 RURAL ADDRESSING							
0105	SALARY, 9-1-1 COORDINATOR	59,778.00	59,778.00	0.00	34,870.50	4,981.50	24,907.50	58
0108	SALARY, ASST COORDINATOR	33,744.00	33,744.00	0.00	19,684.00	2,812.00	14,060.00	58
0150	SOCIAL SECURITY TAXES	7,154.00	7,154.00	0.00	4,143.16	591.88	3,010.84	58
0151	GROUP MEDICAL INSURANCE	22,000.00	22,000.00	0.00	12,848.22	1,835.46	9,151.78	58
0152	RETIREMENT	12,159.00	12,159.00	0.00	7,092.12	1,013.16	5,066.88	58
0199	TOTAL PERSONNEL SERVICES	134,835.00	134,835.00	0.00	78,638.00	11,234.00	56,197.00	58
0310	SUPPLIES/EQUIP UNDER \$500	5,000.00	5,000.00	0.00	885.13	0.00	4,114.87	18
0402	FLOODPLAIN CONSULTANT	10,000.00	10,000.00	0.00	4,025.00	1,225.00	5,975.00	40
0420	COMMUNICATIONS EXPENSE	1,250.00	1,250.00	0.00	1,044.43	55.34	205.57	84
0427	SEMINARS/DUES/MEETINGS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0429	TRAVEL EXPENSE/TRUCK MAINT	2,500.00	2,500.00	0.00	1,383.73	0.00	1,116.27	55
0441	911 OPERATING EXPENSES	5,000.00	5,000.00	0.00	1,750.00	475.00	3,250.00	35
0442	FLOODPLAIN EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0454	MAINTENANCE & REPAIRS	6,000.00	6,000.00	0.00	14.50	0.00	5,985.50	00
0532	EQUIPMENT/SOFTWARE	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	00
	911 RURAL ADDRESSING	179,085.00	179,085.00	0.00	87,740.79	12,989.34	91,344.21	49

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0560 COUNTY SHERIFF								

0101	SALARY, SHERIFF	74,628.00	74,628.00	0.00	43,533.00	6,219.00	31,095.00	58
0104	SALARY, DEPUTIES	1,325,914.00	1,325,914.00	0.00	634,073.58	97,204.39	691,840.42	48
0105	SALARY, SECRETARY	47,010.00	47,010.00	0.00	26,789.00	3,827.00	20,221.00	57
0106	SALARY, MH DEPUTY	0.00	0.00	0.00	32,956.00	4,708.00	32,956.00-	
0112	SALARY, HOLIDAY PAY	60,000.00	60,000.00	0.00	28,432.16	5,172.40	31,567.84	47
0115	SALARY, CERTIFICATE PAY	28,000.00	28,000.00	0.00	17,500.00	2,800.00	10,500.00	63
0120	SALARY, DISPATCHERS	452,212.00	452,212.00	0.00	242,766.96	37,306.00	209,445.04	54
0150	SOCIAL SECURITY TAX	152,027.00	152,027.00	0.00	74,948.06	11,504.77	77,078.94	49
0151	GROUP MEDICAL INSURANCE	418,000.00	418,000.00	0.00	188,140.53	30,275.79	229,859.47	45
0152	RETIREMENT	258,409.00	258,409.00	0.00	133,470.96	20,486.30	124,938.04	52

0199	TOTAL PERSONNEL SERVICES	2,816,200.00	2,816,200.00	0.00	1,422,610.25	219,503.65	1,393,589.75	51

0310	SUPPLIES/EQUIPMENT UNDER \$500	20,000.00	20,000.00	464.90	11,830.98	996.76	7,704.12	61
0311	FEDERAL EXPRESS CHARGES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0330	FUEL & OIL	120,000.00	120,000.00	7,347.27	73,237.63	8,515.26	39,415.10	67
0336	PHOTO/RIFLE/RANGE SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0338	FINGERPRINT/EVIDENCE SUPPLIES	2,000.00	2,000.00	157.50	1,033.53	0.00	808.97	60
0354	BATTERIES, TIRES & TUBES	15,000.00	15,000.00	45.00	8,650.60	51.74	6,304.40	58

0399	TOTAL SUPPLIES	161,000.00	161,000.00	8,014.67	94,752.74	9,563.76	58,232.59	64

0402	CONTRACT IT SERVICES	25,000.00	25,000.00	0.00	11,592.99	2,350.00	13,407.01	46
0417	DRUG & ALCOHOL TESTING	500.00	500.00	0.00	449.00	0.00	51.00	90
0420	COMMUNICATIONS EXPENSE	40,000.00	40,000.00	0.00	29,536.65	4,359.74	10,463.35	74
0421	COPIER USAGE/MAINT EXPENSE	3,000.00	3,000.00	0.00	2,138.59	269.72	861.41	71
0426	SCHOOLS FOR DEPUTIES/DISPATCHEERS	6,000.00	6,000.00	950.00	4,424.98	207.50	625.02	90
0427	CONFERENCE/SEMINARS/DUES	1,500.00	1,500.00	0.00	1,170.00	515.00	330.00	78
0432	DOCUMENT IMAGING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	00
0438	MH TRANSPORTS	0.00	0.00	0.00	840.00	542.50	840.00-	
0441	911 OPERATING/DISPATCH EXPENSES	30,000.00	30,000.00	0.00	13,147.90	0.00	16,852.10	44
0452	SOFTWARE/LICENSE SERVICES	50,000.00	50,000.00	0.00	20,690.03	3,586.31	29,309.97	41
0453	RADIO AND RADIO REPAIRS	4,000.00	4,000.00	0.00	587.30	465.70	3,412.70	15
0454	REPAIRS OF VEH/EQUIP	50,000.00	50,000.00	1,064.99	17,079.62	2,157.64	31,855.39	36
0475	ESTRAY EXPENSES	5,000.00	5,000.00	0.00	507.50	0.00	4,492.50	10
0476	EMERGENCY EQUIP/DETAIL	15,000.00	15,000.00	89.46	1,690.12	28.27	13,220.42	12
0483	AUTO LIABILITY INSURANCE	20,000.00	20,000.00	0.00	15,360.00	0.00	4,640.00	77
0491	EMPLOYEE UNIFORMS	7,500.00	7,500.00	220.00	7,011.65	854.48	268.35	96
0497	MISCELLANEOUS EXPENSE	12,500.00	12,500.00	0.00	5,176.15	150.00	7,323.85	41

0499	TOTAL SERVICES & CHARGES	280,000.00	280,000.00	2,324.45	131,402.48	15,486.86	146,273.07	48

0532	EQUIPMENT OVER \$500	40,000.00	40,000.00	0.00	2,318.83	0.00	37,681.17	06
0573	RADIO EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
0575	MOTOR VEHICLES	337,000.00	337,000.00	0.00	3,000.00-	0.00	340,000.00	01

0599	TOTAL CAPITAL OUTLAY	382,000.00	382,000.00	0.00	681.17-	0.00	382,681.17	00

COUNTY SHERIFF		3,639,200.00	3,639,200.00	10,339.12	1,648,084.30	244,554.27	1,980,776.58	46

0565 OPERATION OF JAIL								

0102	SALARY, JAIL ADMINISTRATOR	65,148.00	65,148.00	0.00	38,003.00	5,429.00	27,145.00	58

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND						EFFECTIVE MONTH - 07	
0103 SALARY, JAILERS	911,025.00	911,025.00	0.00	425,673.94	62,287.67	485,351.06	47
0107 SALARY, BAILIFFS	25,000.00	25,000.00	0.00	17,897.50	1,465.00	7,102.50	72
0112 SALARY, HOLIDAY PAY	37,500.00	37,500.00	0.00	13,887.12	2,235.04	23,612.88	37
0115 SALARY, CERTIFICATE PAY	8,500.00	8,500.00	0.00	3,500.00	500.00	5,000.00	41
0150 SOCIAL SECURITY TAXES	80,108.00	80,108.00	0.00	37,051.55	5,318.14	43,056.45	46
0151 GROUP MEDICAL INSURANCE	242,000.00	242,000.00	0.00	104,703.24	12,858.98	137,296.76	43
0152 RETIREMENT	136,119.00	136,119.00	0.00	64,865.58	9,349.25	71,253.42	48
0199 TOTAL PERSONNEL SERVICES	1,505,400.00	1,505,400.00	0.00	705,581.93	99,443.08	799,818.07	47
0333 FOOD FOR PRISONERS	160,000.00	160,000.00	7,296.49	134,177.28	20,350.12	18,526.23	88
0335 CLEANING SUPPLIES	10,000.00	10,000.00	0.00	2,181.30	358.42	7,818.70	22
0338 BEDDING & LINENS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0339 JAIL LAUNDRY	8,000.00	8,000.00	0.00	5,193.63	0.00	2,806.37	65
0340 JAIL SUPPLIES	15,000.00	15,000.00	0.00	6,135.70	484.53	8,864.30	41
0395 MISCELLANEOUS SUPPLIES	1,500.00	1,500.00	0.00	4,902.84	989.10	3,402.84	327
0399 TOTAL SUPPLIES	195,500.00	195,500.00	7,296.49	152,590.75	22,182.17	35,612.76	82
0402 OUT-OF-COUNTY HOUSING INMATES	10,000.00	10,000.00	0.00	1,550.00	0.00	8,450.00	16
0405 PRISONER MEDICAL/MEDICINE	175,000.00	175,000.00	3,274.56	145,044.88	21,850.95	26,680.56	85
0417 REQUIRED TESTING & DRUG TESTING	3,000.00	3,000.00	0.00	1,410.00	210.00	1,590.00	47
0421 COPIER LEASE	3,500.00	3,500.00	0.00	1,750.00	250.00	1,750.00	50
0425 INMATE INDIGENT SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	00
0426 SCHOOLS FOR JAILERS	2,000.00	2,000.00	0.00	380.00	0.00	1,620.00	19
0429 PRISONER TRANSPORT	5,000.00	5,000.00	0.00	424.85	148.23	4,575.15	08
0440 UTILITIES	110,000.00	110,000.00	0.00	57,985.35	38,536.06	52,014.65	53
0450 JAIL REPAIRS	100,000.00	100,000.00	194.50	55,485.22	2,712.94	44,320.28	56
0482 LAW ENFORCEMENT LIAB INS	25,000.00	25,000.00	0.00	30,950.00	0.00	5,950.00	124
0491 JAIL INMATE UNIFORMS	2,500.00	2,500.00	0.00	649.20	0.00	1,850.80	26
0494 GROUNDS MAINTENANCE	2,500.00	2,500.00	0.00	180.00	180.00	2,320.00	07
0495 PEST CONTROL	1,000.00	1,000.00	0.00	369.44	0.00	630.56	37
0496 JAILERS UNIFORMS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
0499 TOTAL SERVICES & CHARGES	451,500.00	451,500.00	3,469.06	296,178.94	63,888.18	151,852.00	66
0532 EQUIPMENT OVER \$500	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
OPERATION OF JAIL	2,157,400.00	2,157,400.00	10,765.55	1,154,351.62	185,513.43	992,282.83	54
0570 SUPERVISION & CORRECTIONS							
0101 SALARY, JUVENILE JUDGES	11,600.00	11,600.00	0.00	6,767.18	966.74	4,832.82	58
0150 SOCIAL SECURITY TAXES	888.00	888.00	0.00	516.32	73.76	371.68	58
0151 GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152 RETIREMENT	1,510.00	1,510.00	0.00	879.62	125.66	630.38	58
0199 TOTAL PERSONAL SERVICES	13,998.00	13,998.00	0.00	8,163.12	1,166.16	5,834.88	58
0413 JUVENILE PROBATION DEPT	132,552.00	132,552.00	0.00	99,643.93	33,138.00	32,908.07	75
0414 ADULT PROBATION DEPT	10,000.00	10,000.00	0.00	7,500.00	2,500.00	2,500.00	75
0433 DETENTION SERVICES	50,000.00	50,000.00	0.00	47,500.00	10,000.00	2,500.00	95
0499 TOTAL SERVICES & CHARGES	192,552.00	192,552.00	0.00	154,643.93	45,638.00	37,908.07	80

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
	SUPERVISION & CORRECTIONS	206,550.00	206,550.00	0.00	162,807.05	46,804.16	43,742.95	79
0575	MENTAL HEALTH & ALCOHOL							
0436	MENTAL SERVICES (TEXANA)	14,180.00	14,180.00	0.00	10,635.00	3,545.00	3,545.00	75
0438	MENTALLY ILL FEES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
	MENTAL HEALTH & ALCOHOL	19,180.00	19,180.00	0.00	10,635.00	3,545.00	8,545.00	55
0580	VETERAN SERVICE OFFICER							
0106	SALARY, VETERAN SVC OFC	23,150.00	23,150.00	0.00	11,600.40	1,391.26	11,549.60	50
0150	SOCIAL SECURITY TAXES	1,770.00	1,770.00	0.00	887.41	106.43	882.59	50
0152	RETIREMENT	3,060.00	3,060.00	0.00	1,508.05	180.86	1,551.95	49
0199	TOTAL PERSONNEL SERVICES	27,980.00	27,980.00	0.00	13,995.86	1,678.55	13,984.14	50
0310	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	746.84	24.00	253.16	75
0420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	1,105.78	237.42	105.78	111
0427	SEMINARS/DOES	750.00	750.00	0.00	806.13	0.00	56.13	107
	VETERAN SERVICE OFFICER	30,730.00	30,730.00	0.00	16,654.61	1,891.97	14,075.39	54
0585	INFORMATION TECHNOLOGY							
0102	SALARY, IT COORDINATOR	60,000.00	60,000.00	0.00	37,642.51	6,146.25	22,357.49	63
0150	SOCIAL SECURITY TAXES	4,590.00	4,590.00	0.00	2,857.12	466.97	1,732.88	62
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,438.74	919.82	4,561.26	59
0152	RETIREMENT	7,810.00	7,810.00	0.00	4,893.52	799.01	2,916.48	63
0199	TOTAL PERSONNEL SERVICES	83,400.00	83,400.00	0.00	51,831.89	8,332.05	31,568.11	62
0310	SUPPLIES/EQUIP UNDER \$500	4,100.00	4,100.00	0.00	764.98	0.00	3,335.02	19
0402	CONTRACT SERVICES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	00
0420	COMMUNICATIONS EXPENSE	1,000.00	1,000.00	0.00	475.71	15.76	524.29	48
0427	TRAINING EXPENSES	2,000.00	2,000.00	0.00	653.20	423.20	1,346.80	33
0452	SOFTWARE/LICENSE SERVICES	220,000.00	220,000.00	0.00	187,375.54	28,762.50	32,624.46	85
0454	VEHICLE MAINTENANCE	0.00	0.00	0.00	1,382.96	523.29	1,382.96	
0477	COMPUTER UPGRADES	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	00
0532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
	INFORMATION TECHNOLOGY	367,500.00	367,500.00	0.00	242,484.28	38,056.80	125,015.72	66
0640	CONTRACT SERVICES							
0439	SENIOR CITIZENS SERVICE	24,880.00	24,880.00	0.00	18,660.00	6,220.00	6,220.00	75
0443	COLORADO VALLEY TRANSIT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100
0445	AUTOPSIES	100,000.00	100,000.00	920.00	64,098.50	295.00	34,981.50	65
0446	BURIAL EXPENSE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
0448	COMBINED COMMUNITY ACTION	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100
0449	FOSTER CHILD CARE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	00
0909	ADULT CORE SERVICES/CCYFS	9,500.00	9,500.00	0.00	9,500.00	0.00	0.00	100
0910	COLO CO HISTORICAL COMM	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0911	FAMILY CRISIS CENTER	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00	100
0913	BOYS & GIRLS CLUB	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0914	CASA - FOSTER CHILDREN	10,000.00	10,000.00	0.00	7,500.00	2,500.00	2,500.00	75
	CONTRACT SERVICES	174,380.00	174,380.00	920.00	118,258.50	9,015.00	55,201.50	68
0645	INDIGENT HEALTH CARE							
0104	SALARY, IHC COORDINATOR	13,610.00	13,610.00	0.00	7,091.50	1,091.00	6,518.50	52
0150	SOCIAL SECURITY TAX	1,040.00	1,040.00	0.00	542.49	83.46	497.51	52
0151	GROUP MEDICAL INSURANCE	4,400.00	4,400.00	0.00	2,349.88	362.24	2,050.12	53
0152	RETIREMENT	1,770.00	1,770.00	0.00	921.96	141.84	848.04	52
0199	TOTAL PERSONNEL SERVICES	20,820.00	20,820.00	0.00	10,905.83	1,678.54	9,914.17	52
0310	SUPPLIES/EQUIPMENT UNDER \$500	750.00	750.00	0.00	807.76	395.28	57.76	108
0420	COMMUNICATIONS EXPENSE	750.00	750.00	0.00	0.00	0.00	750.00	00
0427	CONFERENCES/SEMINARS/DUES	750.00	750.00	0.00	0.00	0.00	750.00	00
0429	TOTAL SUPPLIES & CHARGES	2,250.00	2,250.00	0.00	807.76	395.28	1,442.24	36
0452	SOFTWARE LICENSE	16,000.00	16,000.00	1,059.00	8,472.00	1,059.00	6,469.00	60
0465	HOSPITAL CONTRACT	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	00
0466	HOSPITALIZATION, IHC	109,000.00	109,000.00	0.00	5,306.11	0.00	103,693.89	05
0467	MEDICAL, IHC	85,000.00	85,000.00	50.63	1,030.05	38.45	83,919.32	01
0468	MEDICINES, IHC	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	00
0499	TOTAL IHC SERVICES	350,000.00	350,000.00	1,109.63	14,808.16	1,097.45	334,082.21	05
0532	EQUIPMENT OVER \$500	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
	INDIGENT HEALTH CARE	374,070.00	374,070.00	1,109.63	26,521.75	3,171.27	346,438.62	07
0665	AGRI EXTENSION SERVICE							
0102	SALARY, AG AGENT	19,518.00	19,518.00	0.00	11,385.50	1,626.50	8,132.50	58
0103	SALARY, PCS AGENT	21,864.00	21,864.00	0.00	12,754.00	1,822.00	9,110.00	58
0105	SALARY, AG SECRETARY	36,766.00	36,766.00	0.00	19,453.00	2,779.00	17,313.00	53
0150	SOCIAL SECURITY TAXES	5,978.00	5,978.00	0.00	3,334.80	476.40	2,643.20	56
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,409.34	915.62	4,590.66	58
0152	RETIREMENT	4,774.00	4,774.00	0.00	2,528.96	361.28	2,245.04	53
0199	TOTAL PERSONAL SERVICES	99,900.00	99,900.00	0.00	55,865.60	7,980.80	44,034.40	56
0310	SUPPLIES/EQUIPMENT UNDER \$500	3,000.00	3,000.00	0.00	954.50	73.63	2,045.50	32
0311	POSTAGE	1,000.00	1,000.00	0.00	945.00	0.00	55.00	95
0312	SUPPLIES - AG DEMO ACCT	600.00	600.00	0.00	89.20	0.00	510.80	15
0313	SUPPLIES & RENT-HOME DEMO	600.00	600.00	0.00	74.08	0.00	525.92	12
0315	4-H TEAM MEMBERS	600.00	600.00	0.00	0.00	0.00	600.00	00
0316	LEADERSHIP ADVISORY EXPENSES	500.00	500.00	0.00	156.42	0.00	343.58	31
0399	TOTAL SUPPLIES	6,300.00	6,300.00	0.00	2,219.20	73.63	4,080.80	35
0420	COMMUNICATIONS EXPENSE	4,000.00	4,000.00	0.00	2,413.59	269.07	1,586.41	60
0421	XEROX EXPENSE	8,000.00	8,000.00	0.00	3,374.60	755.74	4,625.40	42
0427	CONVENTIONS/SEMINARS/DUES	2,000.00	2,000.00	0.00	1,145.00	240.00	855.00	57
0429	TRAVEL ALLOWANCE	9,500.00	9,500.00	0.00	4,473.04	675.21	5,026.96	47

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0012 GENERAL FUND								EFFECTIVE MONTH - 07
0454	REPAIRS TO AGENT PICK-UP	1,250.00	1,250.00	0.00	1,097.21	95.05	152.79	88
0483	AUTO LIABILITY INSURANCE	400.00	400.00	0.00	305.00	0.00	95.00	76
0499	TOTAL SERVICES & CHARGES	25,150.00	25,150.00	0.00	12,808.44	2,035.07	12,341.56	51
0532	EQUIPMENT OVER \$500	2,000.00	2,000.00	0.00	1,543.12	1,543.12	456.88	77
	AGRI EXTENSION SERVICE	133,350.00	133,350.00	0.00	72,436.36	11,632.62	60,913.64	54
0680	DEPT OF PUBLIC SAFETY							
0105	SALARY, DPS SECRETARY	37,404.00	37,404.00	0.00	21,819.00	3,117.00	15,585.00	58
0150	SOCIAL SECURITY TAXES	2,846.00	2,846.00	0.00	1,298.92	185.56	1,547.08	46
0151	GROUP MEDICAL INSURANCE	11,000.00	11,000.00	0.00	6,416.76	916.68	4,583.24	58
0152	RETIREMENT	4,865.00	4,865.00	0.00	2,836.54	405.22	2,028.46	58
0199	TOTAL PERSONNEL SERVICES	56,115.00	56,115.00	0.00	32,371.22	4,624.46	23,743.78	58
0310	SUPPLIES/EQUIPMENT UNDER \$500	1,200.00	1,200.00	0.00	40.36	40.36	1,159.64	03
0420	MOBILE PHONE EXPENSE	2,500.00	2,500.00	0.00	821.45	0.00	1,678.55	33
	DEPT OF PUBLIC SAFETY	59,815.00	59,815.00	0.00	33,233.03	4,664.82	26,581.97	56
0695	MISCELLANEOUS							
0102	SALARY, VACATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
0105	SALARY, TEMPORARY HELP	5,800.00	5,800.00	0.00	3,140.41	0.00	2,659.59	54
0110	SALARY, OVERTIME/PAY INCREASES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	00
0150	SOCIAL SECURITY TAX	3,100.00	3,100.00	0.00	240.25	0.00	2,859.75	08
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	5,300.00	5,300.00	0.00	0.00	0.00	5,300.00	00
0160	UNEMPLOYMENT TAXES	15,000.00	15,000.00	0.00	3,309.26	963.90	11,690.74	22
0199	TOTAL PERSONNEL SERVICES	64,200.00	64,200.00	0.00	6,689.92	963.90	57,510.08	10
0311	POSTAGE & BOX RENT	30,000.00	30,000.00	0.00	15,295.13	177.00	14,704.87	51
0331	COPIER SUPPLIES	8,500.00	8,500.00	55.99	3,076.24	257.42	5,367.77	37
0399	TOTAL SUPPLIES	38,500.00	38,500.00	55.99	18,371.37	434.42	20,072.64	48
0401	ACCOUNTING/AUDITING FEES	50,000.00	50,000.00	0.00	28,985.00	9,000.00	21,015.00	58
0419	PROFESSIONAL SERVICES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	00
0420	COMMUNICATIONS EXPENSE (DSL)	0.00	0.00	0.00	6,688.76	854.46	6,688.76	
0422	OUT-OF-COUNTY CITATIONS	500.00	500.00	0.00	0.00	0.00	500.00	00
0427	CONFERENCE/SEMINAR EXP	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
0429	TRAVEL EXPENSE-ALL DEPTS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	00
0431	PUBLISHING & SUBSCRIPTION	10,200.00	10,200.00	0.00	7,788.38	2,698.15	2,411.62	76
0434	RECORDS MANAGEMENT & ARCH	10,000.00	10,000.00	0.00	7,247.50	300.00	2,752.50	72
0442	BOUNTIES	1,000.00	1,000.00	0.00	320.00	0.00	680.00	32
0444	SAFETY/HEALTH & WELLNESS	3,500.00	3,500.00	0.00	505.89	130.50	2,994.11	14
0454	VEHICLE MAINTENANCE (VAN&TRUCKS)	5,000.00	5,000.00	0.00	894.00	0.00	4,106.00	18
0472	PRINTED CHECKS/FORMS	3,000.00	3,000.00	0.00	1,589.47	0.00	1,410.53	53
0480	BONDS	5,000.00	5,000.00	199.34	1,707.08	119.00	3,093.58	38
0481	ASSOCIATION DUES	7,500.00	7,500.00	0.00	6,387.28	0.00	1,112.72	85
0491	UNIFORMS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00

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REPORTING FUND: 0012 GENERAL FUND							EFFECTIVE MONTH - 07	
0497	MISCELLANEOUS	5,000.00	5,000.00	0.00	62,893.62	0.00	57,893.62	258
0499	TOTAL SERVICES & CHARGES	128,200.00	128,200.00	199.34	125,006.98	13,102.11	2,993.66	98
0574	CONTINGENCIES	100,000.00	100,000.00	0.00	8,389.50	0.00	91,610.50	08
0599	TOTAL CAPITAL OUTLAY	100,000.00	100,000.00	0.00	8,389.50	0.00	91,610.50	08
0945	TRANSFER TO LEASE FUND	0.00	0.00	0.00	0.00	0.00	0.00	
0950	TRANSFER TO COURTHOUSE SECURITY FN	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	00
	MISCELLANEOUS	400,900.00	400,900.00	255.33	158,457.77	14,500.43	242,186.90	40
GENERAL FUND								
	INCOME TOTALS	15,561,000.00	15,561,000.00		13,971,375.03	620,446.71	1,589,624.97	90
	EXPENSE TOTALS	16,904,000.00	16,904,000.00	40,219.19	9,166,661.00	1,481,985.77	7,697,119.81	54

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REPORTING FUND: 0013 RECORDS PRESERVATION FUND							EFFECTIVE MONTH - 07		
0010 RECORDS PRESERVATION FUND									

0100	RECORDS PRESERVATION, CKNG				75,256.44	13,098.57	821,354.52		
0110	RECORDS PRESERVATION, CLR				0.00	0.00	0.00		
RECORDS PRESERVATION FUND							75,256.44	13,098.57	821,354.52
0100 TOTAL REVENUES									

0310	INTEREST INCOME	10,000.00	10,000.00		20,260.82	3,943.63	10,260.82	203	
0436	RECORDS PRESERVATION FEES	70,000.00	70,000.00		33,057.01	5,415.93	36,942.99	47	
0437	RECORDS ARCHIVE FEE-DIST CLERK	2,300.00	2,300.00		772.71	104.00	1,527.29	34	
0438	RECORDS ARCHIVE FEE-COUNTY CLERK	62,000.00	62,000.00		29,521.00	4,940.00	32,479.00	48	
TOTAL REVENUES		144,300.00	144,300.00	0.00	83,611.54	14,403.56	60,688.46	58	
0613 RECORDS PRESERVATION									

0108	SALARY, RECORD SCANNER	0.00	0.00	0.00	5,671.25	1,212.25	5,671.25	-	
0150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	433.85	92.74	433.85	-	
0451	RECORDS PRESERVATION	135,000.00	135,000.00	0.00	2,250.00	0.00	132,750.00	02	
0532	EQUIPMENT & FURNITURE	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	00	
RECORDS PRESERVATION		143,000.00	143,000.00	0.00	8,355.10	1,304.99	134,644.90	06	
RECORDS PRESERVATION FUND									
INCOME TOTALS		144,300.00	144,300.00		83,611.54	14,403.56	60,688.46	58	
EXPENSE TOTALS		143,000.00	143,000.00	0.00	8,355.10	1,304.99	134,644.90	06	

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REPORTING FUND: 0014 AIRPORT FUND							EFFECTIVE MONTH - 07	
0010 AIRPORT FUND								

0100	AIRPORT FUND, CHECKING				31,874.75	566.36-	137,771.98	
0110	AIRPORT FUND, CLEARING				0.00	0.00	0.00	

	AIRPORT FUND				31,874.75	566.36-	137,771.98	
0100 TOTAL REVENUES								

0310	INTEREST INCOME	1,000.00	1,000.00		3,263.51	674.98	2,263.51+	326
0325	AIRPORT LEASES	20,000.00	20,000.00		4,100.00	425.00	15,900.00	21
0326	RENTAL INCOME - PHI	18,000.00	18,000.00		10,500.00	1,500.00	7,500.00	58
0330	AIRPORT FUEL CHARGE	75,000.00	75,000.00		75,899.52	8,518.53	899.52+	101
0395	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	
0602	GRANT - TXDOT	25,000.00	25,000.00		1,683.72	0.00	23,316.28	07

	TOTAL REVENUES	139,000.00	139,000.00	0.00	95,446.75	11,118.51	43,553.25	69
0520 AIRPORT FUND EXPENDITURES								

0330	AV GAS & JET A FUEL	70,000.00	70,000.00	0.00	57,457.15	10,951.25	12,542.85	82
0415	CREDIT CARD FEES/FUEL	200.00	200.00	0.00	0.00	0.00	200.00	00
0420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	565.36	0.00	1,934.64	23
0440	UTILITIES	3,800.00	3,800.00	0.00	1,197.02	0.00	2,602.98	32
0494	MAINTENANCE	12,000.00	12,000.00	0.00	3,911.65	733.62	8,088.35	33
0497	MISCELLANEOUS	500.00	500.00	0.00	406.66	0.00	93.34	81
0704	AIRPORT IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	00

	AIRPORT FUND EXPENDITURES	139,000.00	139,000.00	0.00	63,537.84	11,684.87	75,462.16	46
AIRPORT FUND								
	INCOME TOTALS	139,000.00	139,000.00		95,446.75	11,118.51	43,553.25	69
	EXPENSE TOTALS	139,000.00	139,000.00	0.00	63,537.84	11,684.87	75,462.16	46

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REPORTING FUND: 0015 SHERIFF'S FORFEITURE FUND							EFFECTIVE MONTH - 07	
0010	SHERIFF'S FORFEITURE BANK							
0150	SHERIFF FORFEITURE FUND, CHECKING				4,277.64-	218.73-	45,709.36	
	SHERIFF'S FORFEITURE BANK				4,277.64-	218.73-	45,709.36	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	0.00	0.00		1,275.06	216.67	1,275.06+	
0385	FORFEITURES AWARDED	0.00	0.00		0.00	0.00	0.00	
0395	MISCELLANEOUS INCOME	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES	0.00	0.00	0.00	1,275.06	216.67	1,275.06+	
0350	FORFEITURE FUND EXPENSES							
0497	MISCELLANEOUS	0.00	0.00	0.00	5,438.80	435.40	5,438.80-	
0532	EQUIPMENT	0.00	0.00	0.00	113.90	0.00	113.90-	
	FORFEITURE FUND EXPENSES	0.00	0.00	0.00	5,552.70	435.40	5,552.70-	
	SHERIFF'S FORFEITURE FUND							
	INCOME TOTALS	0.00	0.00		1,275.06	216.67	1,275.06+	
	EXPENSE TOTALS	0.00	0.00	0.00	5,552.70	435.40	5,552.70-	

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REPORTING FUND: 0016 AMERICAN RESCUE PLAN							EFFECTIVE MONTH - 07	
0010	AMERICAN RESCUE PLAN, CASH IN BANK							
0160	AMERICAN RESCUE PLAN, CHECKING				112,279.43	20,440.81	4,380,053.74	
	AMERICAN RESCUE PLAN, CASH IN BANK				112,279.43	20,440.81	4,380,053.74	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	0.00	0.00		112,279.43	20,440.81	112,279.43+	
0600	GRANT (U.S. DEPT OF TREASURY)	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES	0.00	0.00	0.00	112,279.43	20,440.81	112,279.43+	
AMERICAN RESCUE PLAN								
	INCOME TOTALS	0.00	0.00		112,279.43	20,440.81	112,279.43+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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REPORTING FUND: 0021 R&B PCT #1							EFFECTIVE MONTH - 07	
0010	R&B PCT #1, CASH IN BANK							
0100	R&B PCT #1, CHECKING				469,628.78	27,884.93-	2,055,561.29	
0110	R&B PCT #1, A/P CLEARING				0.00	0.00	0.00	
	R&B PCT #1, CASH IN BANK				469,628.78	27,884.93-	2,055,561.29	
0100	TOTAL REVENUES/CARRY-OVER							
0110	CURRENT TAX COLLECTIONS	958,300.00	958,300.00		984,642.56	4,444.53	26,342.56+	103
0120	DELINQ TAX COLLECTIONS	8,819.00	8,819.00		4,598.37	806.07	4,220.63	52
0130	PENALTY & INTEREST(TAKES)	6,894.00	6,894.00		5,998.82	910.23	895.18	87
0215	AUTO LICENSE SALES	89,964.00	89,964.00		91,515.26	0.00	1,551.26+	102
0216	AUTO LICENSE FEES	69,972.00	69,972.00		40,468.76	4,945.51	29,503.24	58
0217	ROAD CROSSING PERMITS	1,000.00	1,000.00		600.00	0.00	400.00	60
0218	GROSS WEIGHT FEES	29,988.00	29,988.00		12,453.02	0.00	17,534.98	42
0220	LATERAL ROAD REFUND ACCT	7,447.00	7,447.00		0.00	0.00	7,447.00	00
0299	TOTAL LICENSES & PERMITS	1,172,384.00	1,172,384.00	0.00	1,140,276.79	11,106.34	32,107.21	97
0310	INTEREST INCOME	25,866.00	25,866.00		56,072.55	10,165.51	30,206.55+	217
0321	ROW ROYALTY FEES	1,250.00	1,250.00		0.00	0.00	1,250.00	00
0395	MISCELLANEOUS INCOME	5,000.00	5,000.00		3,517.80	1,225.00	1,482.20	70
0601	FED'L FUNDS-LATCF FUNDS	0.00	0.00		0.00	0.00	0.00	
0603	GRANT - STATE COMPTROLLER-TIF	0.00	0.00		0.00	0.00	0.00	
0899	PCT #1 TOTAL REVENUES	32,116.00	32,116.00	0.00	59,590.35	11,390.51	27,474.35+	186
	TOTAL REVENUES/CARRY-OVER	1,204,500.00	1,204,500.00	0.00	1,199,867.14	22,496.85	4,632.86	100
0621	R&B #1 TOTAL DISBURSEMNTS							
0106	SALARY, PCT EMPLOYEES	384,134.00	384,134.00	0.00	181,672.79	29,392.19	202,461.21	47
0109	SALARY, CDL INCENTIVE PAY	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0150	SOCIAL SECURITY TAX	29,662.00	29,662.00	0.00	13,534.06	2,196.52	16,127.94	46
0151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	38,605.28	5,515.04	44,594.72	46
0152	RETIREMENT	50,454.00	50,454.00	0.00	23,497.95	3,701.32	26,956.05	47
0199	TOTAL PERSONNEL SERVICES	551,450.00	551,450.00	0.00	257,310.08	40,805.07	294,139.92	47
0200	WORKERS COMP INSURANCE	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	00
0310	OFFICE SUPPLIES	550.00	550.00	0.00	15.00	0.00	535.00	03
0325	SHOP SUPPLIES	2,000.00	2,000.00	0.00	1,305.51	169.87	694.49	65
0326	SAFETY/FIRST AID SUPPLIES	1,000.00	1,000.00	0.00	263.52	0.00	736.48	26
0330	FUEL & LUBRICANTS	75,000.00	75,000.00	0.00	20,667.02	456.87	54,332.98	28
0337	HERBICIDES	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	00
0350	R&B MATERIALS	160,000.00	160,000.00	0.00	40,551.32	408.00	119,448.68	25
0352	SIGNS	3,000.00	3,000.00	0.00	593.00	50.00	2,407.00	20
0354	BATTERIES, TIRES & TUBES	8,000.00	8,000.00	0.00	8,955.47	0.00	955.47-	112
0355	REPAIR MATERIALS	45,000.00	45,000.00	0.00	15,724.42	1,897.93	29,275.58	35
0356	HAND TOOLS & EQUIPMENT	2,000.00	2,000.00	0.00	1,902.42	409.99	97.58	95
0402	ENGINEERING & SURVEYING	3,000.00	3,000.00	0.00	4,933.15	4,233.15	1,933.15-	164
0417	CDL TESTING	500.00	500.00	0.00	125.00	0.00	375.00	25
0420	COMMUNICATIONS EXPENSE	5,000.00	5,000.00	20.00	2,104.79	348.37	2,875.21	42
0440	UTILITIES	4,500.00	4,500.00	0.00	2,526.06	629.05	1,973.94	56

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REPORTING FUND: 0021 R&B PCT #1						EFFECTIVE MONTH - 07	
0454 REPAIRS TO EQUIPMENT	30,000.00	30,000.00	0.00	16,255.90	192.00	13,744.10	54
0456 MACHINE HIRE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0483 AUTO LIABILITY INSURANCE	5,000.00	5,000.00	0.00	3,794.00	0.00	1,206.00	76
0486 R&B CONSTRUCTION	175,000.00	175,000.00	0.00	129,500.00	500.00	45,500.00	74
0491 UNIFORMS	4,500.00	4,500.00	0.00	2,196.39	281.48	2,303.61	49
0497 MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
0532 SHOP EQUIPMENT	5,000.00	5,000.00	6,998.00	13,319.99	0.00	15,317.99	406
0572 ROAD EQUIPMENT	105,000.00	105,000.00	0.00	46,813.22	0.00	58,186.78	45
0929 TRANSFER TO GLO-OVER BUDGET	0.00	0.00	0.00	0.00	0.00	0.00	
R&B #1 TOTAL DISBURSEMNTS	1,204,500.00	1,204,500.00	7,018.00	568,856.26	50,381.78	628,625.74	48
R&B PCT #1							
INCOME TOTALS	1,204,500.00	1,204,500.00		1,199,867.14	22,496.85	4,632.86	100
EXPENSE TOTALS	1,204,500.00	1,204,500.00	7,018.00	568,856.26	50,381.78	628,625.74	48

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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0022 R&B PCT #2							EFFECTIVE MONTH - 07	
0010	R&B PCT #2, CASH IN BANK							
0100	R&B PCT #2, CHECKING				694,579.90	28,817.64-	1,825,398.79	
0110	R&B PCT #2, A/P CLEARING				0.00	0.00	0.00	
	R&B PCT #2, CASH IN BANK				694,579.90	28,817.64-	1,825,398.79	
0100	TOTAL REVENUES/CARRY-OVER							
0110	CURRENT TAX COLLECTIONS	968,270.00	968,270.00		994,946.92	4,490.77	26,676.92+	103
0120	DELINQ TAX COLLECTIONS	8,911.00	8,911.00		4,646.02	814.45	4,264.98	52
0130	PENALTY & INTEREST(TAXES)	6,966.00	6,966.00		6,060.54	919.69	905.46	87
0215	AUTO LICENSE SALES	90,900.00	90,900.00		92,467.45	0.00	1,567.45+	102
0216	AUTO LICENSE FEES	70,700.00	70,700.00		40,889.96	4,996.99	29,810.04	58
0217	ROAD CROSSING PERMITS	1,000.00	1,000.00		0.00	0.00	1,000.00	00
0218	GROSS WEIGHT FEES	30,300.00	30,300.00		12,582.59	0.00	17,717.41	42
0220	LATERAL ROAD REFUND ACCT	7,524.00	7,524.00		0.00	0.00	7,524.00	00
0299	TOTAL LICENSES & PERMITS	1,184,571.00	1,184,571.00	0.00	1,151,593.48	11,221.90	32,977.52	97
0310	INTEREST INCOME	15,475.00	15,475.00		47,213.38	9,047.06	31,738.38+	305
0321	ROW ROYALTY FEES	1,454.00	1,454.00		0.00	0.00	1,454.00	00
0395	MISCELLANEOUS INCOME	7,000.00	7,000.00		274.08	0.00	6,725.92	04
0601	FED'L FUNDS-LATCF FUNDS	0.00	0.00		0.00	0.00	0.00	
0603	GRANT - STATE COMPTROLLER - TIF	0.00	0.00		0.00	0.00	0.00	
0899	PCT #2 TOTAL REVENUES	23,929.00	23,929.00	0.00	47,487.46	9,047.06	23,558.46+	198
	TOTAL REVENUES/CARRY-OVER	1,208,500.00	1,208,500.00	0.00	1,199,080.94	20,268.96	9,419.06	99
0622	PCT #2 TOTAL DISBURSEMNTS							
0106	SALARY, PCT EMPLOYEES	349,506.00	349,506.00	0.00	138,607.85	20,762.60	210,898.15	40
0109	SALARY, CDL INCENTIVE PAY	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0150	SOCIAL SECURITY TAX	27,028.00	27,028.00	0.00	10,511.32	1,574.80	16,516.68	39
0151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	30,327.54	4,594.94	52,872.46	36
0152	RETIREMENT	45,956.00	45,956.00	0.00	18,021.71	2,699.15	27,934.29	39
0199	TOTAL PERSONNEL SERVICES	509,690.00	509,690.00	0.00	197,468.42	29,631.49	312,221.58	39
0200	WORKERS COMP INSURANCE	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	00
0310	OFFICE SUPPLIES	360.00	360.00	0.00	136.66	0.00	223.34	38
0325	SHOP SUPPLIES	2,800.00	2,800.00	46.55	739.30	48.44	2,014.15	28
0326	SAFETY/FIRST AID SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0330	FUEL & LUBRICANTS	66,000.00	66,000.00	52.50	17,301.66	92.50	48,645.84	26
0337	HERBICIDES	4,000.00	4,000.00	0.00	3,580.14	1,314.59	419.86	90
0350	R&B MATERIALS	200,000.00	200,000.00	7,772.54	36,828.17	12,752.03	155,399.29	22
0352	SIGNS	5,000.00	5,000.00	0.00	1,177.00	0.00	3,823.00	24
0354	BATTERIES, TIRES & TUBES	6,500.00	6,500.00	0.00	2,636.25	183.53	3,863.75	41
0355	REPAIR MATERIALS	40,000.00	40,000.00	0.00	6,700.63	1,011.87	33,299.37	17
0356	HAND TOOLS & EQUIPMENT	1,000.00	1,000.00	0.00	270.90	0.00	729.10	27
0402	ENGINEERING & SURVEYING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	00
0417	CDL DRUG TESTING	450.00	450.00	90.00	145.00	0.00	215.00	52
0420	COMMUNICATIONS EXPENSE	3,500.00	3,500.00	0.00	1,652.53	235.91	1,847.47	47
0440	UTILITIES	4,000.00	4,000.00	0.00	1,409.58	110.84-	2,590.42	35

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
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REPORTING FUND: 0022 R&B PCT #2							EFFECTIVE MONTH - 07	
0454	REPAIRS OF EQUIP/VEHICLES	50,000.00	50,000.00	5.77	20,986.27	3,647.33	29,007.96	42
0456	MACHINE HIRE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0483	AUTO LIABILITY INSURANCE	2,500.00	2,500.00	0.00	2,758.00	0.00	258.00	110
0486	R&B CONSTRUCTION	190,000.00	190,000.00	0.00	0.00	0.00	190,000.00	00
0491	UNIFORMS	4,000.00	4,000.00	195.54	2,430.58	279.75	1,373.88	66
0497	MISCELLANEOUS	200.00	200.00	0.00	9,156.42	0.00	8,956.42	578
0532	SHOP EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0572	ROAD EQUIPMENT	100,000.00	100,000.00	0.00	35,354.64	0.00	64,645.36	35
PCT #2 TOTAL DISBURSEMNTS		1,208,500.00	1,208,500.00	8,162.90	340,732.15	49,086.60	859,604.95	29
R&B PCT #2								
INCOME TOTALS		1,208,500.00	1,208,500.00		1,199,080.94	20,268.96	9,419.06	99
EXPENSE TOTALS		1,208,500.00	1,208,500.00	8,162.90	340,732.15	49,086.60	859,604.95	29

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0023 R&B PCT #3							EFFECTIVE MONTH - 07	
0010	R&B PCT #3, CASH IN BANK							
0100	R&B PCT #3, CHECKING				727,386.08	42,396.39-	2,490,222.83	
0110	R&B PCT #3, A/P CLEARING				0.00	0.00	0.00	
	R&B PCT #3, CASH IN BANK				727,386.08	42,396.39-	2,490,222.83	
0100	TOTAL REVENUES/CARRY-OVER							
0110	CURRENT TAX COLLECTIONS	1,114,373.00	1,114,373.00		1,145,006.52	5,168.39	30,633.52+	103
0120	DELINQ TAX COLLECTIONS	10,256.00	10,256.00		5,347.41	937.35	4,908.59	52
0130	PENALTY & INTEREST(TAXES)	8,017.00	8,017.00		6,976.31	1,058.47	1,040.69	87
0215	AUTO LICENSE SALES	104,616.00	104,616.00		106,419.96	0.00	1,803.96+	102
0216	AUTO LICENSE FEES	81,368.00	81,368.00		47,059.72	5,750.97	34,308.28	58
0217	ROAD CROSSING PERMITS	1,000.00	1,000.00		0.00	0.00	1,000.00	00
0218	GROSS WEIGHT FEES	34,872.00	34,872.00		14,481.19	0.00	20,390.81	42
0220	LATERAL ROAD REFUND ACCT	8,660.00	8,660.00		0.00	0.00	8,660.00	00
0299	TOTAL LICENSE & PERMITS	1,363,162.00	1,363,162.00	0.00	1,325,291.11	12,915.18	37,870.89	97
0310	INTEREST INCOME	26,612.00	26,612.00		67,372.17	12,357.11	40,760.17+	253
0321	ROW ROYALTY FEES	1,226.00	1,226.00		0.00	0.00	1,226.00	00
0395	MISCELLANEOUS INCOME	2,500.00	2,500.00		7,901.40	296.40	5,401.40+	316
0601	FED'L FUNDS-LATCF FUNDS	0.00	0.00		0.00	0.00	0.00	
0603	GRANT - STATE COMPTROLLER - TIF	0.00	0.00		0.00	0.00	0.00	
0899	PCT #3 TOTAL REVENUES	30,338.00	30,338.00	0.00	75,273.57	12,653.51	44,935.57+	248
	TOTAL REVENUES/CARRY-OVER	1,393,500.00	1,393,500.00	0.00	1,400,564.68	25,568.69	7,064.68+	101
0623	R&B #3 TOTAL DISBURSEMNTS							
0106	SALARY, PCT EMPLOYEES	382,564.00	382,564.00	0.00	221,336.03	32,564.00	161,227.97	58
0109	SALARY, CDL INCENTIVE PAY	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0150	SOCIAL SECURITY TAX	29,532.00	29,532.00	0.00	15,810.00	2,329.12	13,722.00	54
0151	GROUP MEDICAL INSURANCE	83,200.00	83,200.00	0.00	51,446.06	7,349.44	31,753.94	62
0152	RETIREMENT	50,254.00	50,254.00	0.00	28,794.55	4,233.34	21,459.45	57
0199	TOTAL PERSONNEL SERVICES	549,550.00	549,550.00	0.00	317,386.64	46,475.90	232,163.36	58
0200	WORKERS COMP INSURANCE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	00
0310	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	204.58	14.04	1,295.42	14
0325	SHOP SUPPLIES	4,500.00	4,500.00	0.00	2,427.52	59.84	2,072.48	54
0326	SAFETY/FIRST AID SUPPLIES	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	00
0330	FUEL & LUBRICANTS	81,000.00	81,000.00	0.00	28,684.78	7,592.74	52,315.22	35
0337	HERBICIDES	5,000.00	5,000.00	0.00	69.95	0.00	4,930.05	01
0350	ROAD & BRIDGE MATERIALS	250,000.00	250,000.00	0.00	146,851.39	10,814.30	103,148.61	59
0352	SIGNS	4,500.00	4,500.00	0.00	3,911.98	0.00	588.02	87
0354	BATTERIES, TIRES & TUBES	12,000.00	12,000.00	0.00	3,668.43	500.74	8,331.57	31
0355	REPAIR MATERIALS	35,000.00	35,000.00	0.00	11,720.18	1,651.97	23,279.82	33
0356	HAND TOOLS & EQUIPMENT	3,000.00	3,000.00	0.00	1,192.45	32.72	1,807.55	40
0402	ENGINEERING & SURVEYING	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	00
0417	CDL DRUG TESTING	450.00	450.00	0.00	280.00	0.00	170.00	62
0420	COMMUNICATIONS EXPENSE	3,750.00	3,750.00	0.00	1,685.68	161.53	2,064.32	45
0440	UTILITIES	3,750.00	3,750.00	0.00	2,102.18	278.18	1,647.82	56

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0023 R&B PCT #3						EFFECTIVE MONTH - 07	
0454 REPAIRS OF EQUIP/VEHICLES	70,000.00	70,000.00	0.00	18,315.31	0.00	51,684.69	26
0456 MACHINE HIRE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	00
0483 AUTO LIABILITY INSURANCE	4,500.00	4,500.00	0.00	5,589.00	0.00	1,089.00	124
0486 R&B CONSTRUCTION	210,000.00	210,000.00	0.00	0.00	0.00	210,000.00	00
0491 UNIFORMS	7,000.00	7,000.00	0.00	2,904.49	383.12	4,095.51	41
0497 MISCELLANEOUS	2,500.00	2,500.00	0.00	5,560.35	0.00	3,060.35	222
0532 SHOP EQUIPMENT	5,000.00	5,000.00	0.00	1,285.00	0.00	3,715.00	26
0572 ROAD EQUIPMENT	125,000.00	125,000.00	0.00	29,267.74	0.00	95,732.26	23
R&B #3 TOTAL DISBURSEMNTS	1,393,500.00	1,393,500.00	0.00	583,107.65	67,965.08	810,392.35	42
R&B PCT #3							
INCOME TOTALS	1,393,500.00	1,393,500.00		1,400,564.68	25,568.69	7,064.68	101
EXPENSE TOTALS	1,393,500.00	1,393,500.00	0.00	583,107.65	67,965.08	810,392.35	42

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0024 R&B PCT #4							EFFECTIVE MONTH - 07	
0010	R&B PCT #4, CASH IN BANK							
0100	R&B PCT #4, CHECKING				406,089.77-	35,381.00-	1,514,743.37	
0110	R&B PCT #4, A/P CLEARING				0.00	0.00	0.00	
	R&B PCT #4, CASH IN BANK				406,089.77-	35,381.00-	1,514,743.37	
0100	TOTAL REVENUES/CARRY-OVER							
0110	CURRENT TAX COLLECTIONS	793,789.00	793,789.00		815,610.26	3,681.54	21,821.26+	103
0120	DELINQ TAX COLLECTIONS	7,305.00	7,305.00		3,809.01	667.69	3,495.99	52
0130	PENALTY & INTEREST(TAXES)	5,711.00	5,711.00		4,969.21	753.97	741.79	87
0215	AUTO LICENSE SALES	74,520.00	74,520.00		75,804.96	0.00	1,284.96+	102
0216	AUTO LICENSE FEES	57,960.00	57,960.00		33,521.56	4,096.53	24,438.44	58
0217	ROAD CROSSING PERMITS	2,000.00	2,000.00		0.00	0.00	2,000.00	00
0218	GROSS WEIGHT FEES	24,840.00	24,840.00		10,315.23	0.00	14,524.77	42
0220	LATERAL ROAD REFUND ACCT	6,169.00	6,169.00		0.00	0.00	6,169.00	00
0299	TOTAL LICENSES & PERMITS	972,294.00	972,294.00	0.00	944,030.23	9,199.73	28,263.77	97
0310	INTEREST INCOME	29,171.00	29,171.00		45,833.46	7,563.34	16,662.46+	157
0321	ROW ROYALTY FEES	1,035.00	1,035.00		0.00	0.00	1,035.00	00
0395	MISCELLANEOUS INCOME	3,500.00	3,500.00		8,913.70	0.00	5,413.70+	255
0601	FED'L FUNDS-LATCF FUNDS	0.00	0.00		0.00	0.00	0.00	
0603	GRANT - STATE COMPTROLLER - TIP	0.00	0.00		0.00	0.00	0.00	
0899	PCT #4 TOTAL REVENUES	33,706.00	33,706.00	0.00	54,747.16	7,563.34	21,041.16+	162
0912	ATTWATER PRAIRIE CHICKEN	3,500.00	3,500.00		0.00	0.00	3,500.00	00
0999	PCT #4 TOTAL TRANSFERS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	00
	TOTAL REVENUES/CARRY-OVER	1,009,500.00	1,009,500.00	0.00	998,777.39	16,763.07	10,722.61	99
0624	PCT #4 TOTAL DISBURSEMNTS							
0106	SALARY, PCT EMPLOYEES	329,810.00	329,810.00	0.00	186,889.10	26,642.00	142,920.90	57
0109	SALARY, CDL INCENTIVE PAY	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	00
0150	SOCIAL SECURITY TAX	25,546.00	25,546.00	0.00	13,808.69	1,968.35	11,737.31	54
0151	GROUP MEDICAL INSURANCE	72,800.00	72,800.00	0.00	44,948.38	6,421.20	27,851.62	62
0152	RETIREMENT	43,394.00	43,394.00	0.00	24,295.79	3,463.49	19,098.21	56
0199	TOTAL PERSONNEL SERVICES	475,550.00	475,550.00	0.00	269,941.96	38,495.04	205,608.04	57
0200	WORKERS COMP INSURANCE	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	00
0310	OFFICE SUPPLIES	500.00	500.00	0.00	417.39	15.99	82.61	83
0325	SHOP SUPPLIES	5,500.00	5,500.00	599.88	825.59	289.05	4,074.53	26
0326	SAFETY/FIRST AID SUPPLIES	1,700.00	1,700.00	0.00	216.67	0.00	1,483.33	13
0330	FUEL & LUBRICANTS	81,000.00	81,000.00	0.00	37,824.93	9,407.26	43,175.07	47
0337	HERBICIDES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
0350	R&B MATERIALS	150,000.00	150,000.00	1,684.20	12,740.66	161.82	135,575.14	10
0352	SIGNS	3,000.00	3,000.00	0.00	3,268.51	0.00	268.51-	109
0354	BATTERIES, TIRES & TUBES	10,000.00	10,000.00	0.00	6,377.23	901.10	3,622.77	64
0355	REPAIR MATERIALS	30,000.00	30,000.00	0.00	11,812.11	820.37	18,187.89	39
0356	HAND TOOLS & EQUIPMENT	1,750.00	1,750.00	0.00	337.84	116.94	1,412.16	19

**MINUTES OF THE COLORADO COUNTY
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REPORTING FUND: 0024 R&B PCT #4							EFFECTIVE MONTH - 07	
0402	ENGINEERING & SURVEYING	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0417	CDL DRUG TESTING	500.00	500.00	0.00	400.00	0.00	100.00	80
0420	COMMUNICATIONS EXPENSE	2,500.00	2,500.00	0.00	1,408.80	184.53	1,091.20	56
0429	TRAVEL EXPENSE	15,000.00	15,000.00	0.00	7,144.71	809.58	7,855.29	48
0440	UTILITIES	4,000.00	4,000.00	0.00	2,358.50	319.97	1,641.50	59
0454	REPAIRS OF EQUIP/VEHICLES	20,000.00	20,000.00	707.20	22,871.05	295.54	3,578.25	118
0456	MACHINE HIRE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	00
0483	AUTO LIABILITY INSURANCE	4,500.00	4,500.00	0.00	3,797.00	0.00	703.00	84
0486	R&B CONSTRUCTION	100,000.00	100,000.00	0.00	129,169.79	0.00	29,169.79	129
0491	UNIFORMS	6,000.00	6,000.00	0.00	2,255.81	326.88	3,744.19	38
0497	MISCELLANEOUS	6,000.00	6,000.00	0.00	129.67	0.00	5,870.33	02
0532	SHOP EQUIPMENT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0572	ROAD EQUIPMENT	175,000.00	175,000.00	0.00	757,662.52	0.00	582,662.52	433
0929	TRANSFER TO GLO - OVER BUDGET	0.00	0.00	0.00	0.00	0.00	0.00	
PCT #4 TOTAL DISBURSEMNTS		1,109,500.00	1,109,500.00	2,991.28	1,270,960.74	52,144.07	164,452.02	115
R&B PCT #4								
	INCOME TOTALS	1,009,500.00	1,009,500.00		998,777.39	16,763.07	10,722.61	99
	EXPENSE TOTALS	1,109,500.00	1,109,500.00	2,991.28	1,270,960.74	52,144.07	164,452.02	115

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REPORTING FUND: 0029 HARVEY DISASTER RECOVERY PROG (GLO-							EFFECTIVE MONTH - 07	
0010	HARVEY DISASTER RECOVERY, CASH IN							
0130	HARVEY DISASTER RECOVERY, CHECKING				0.00	0.00	0.00	
	HARVEY DISASTER RECOVERY, CASH IN				0.00	0.00	0.00	
0100	TOTAL REVENUES							
0395	TRANSFER FROM LOCAL FUNDS	0.00	0.00		0.00	0.00	0.00	
0600	GRANT, GENERAL LAND OFFICE	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	
0635	FLOOD & DRAINAGE EXPENSES							
0701	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	
0702	ENGINEERING/ARCHITECTURAL SVCS	0.00	0.00	0.00	0.00	0.00	0.00	
0704	FLOOD & DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
0705	ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	
	FLOOD & DRAINAGE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	HARVEY DISASTER RECOVERY PROG (GLO							
	INCOME TOTALS	0.00	0.00		0.00	0.00	0.00	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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REPORTING FUND: 0031 ELECTION SERVICES CONTRACT FUND							EFFECTIVE MONTH - 07	
0010	ELECTION SVCS CONTRACT FUND, CASH							
0100	ELECTION SVCS CONTRACT FUND, CHECK				15,279.28	8,066.62	37,211.96	
0110	ELECTION SVCS CONTRACT FUND, A/P C				0.00	0.00	0.00	
	ELECTION SVCS CONTRACT FUND, CASH				15,279.28	8,066.62	37,211.96	
0100	TOTAL REVENUES/CARRY-OVER							
0310	INTEREST INCOME	0.00	0.00		541.37	142.21	541.37+	
0325	SVCS CONTRACTS-GOVERNMENT ENTITIES	0.00	0.00		27,357.49	7,924.41	27,357.49+	
0410	SVCS CONTRACTS-ADM FEE	0.00	0.00		0.00	0.00	0.00	
0603	PARTY ELECTIONS-SOS	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES/CARRY-OVER	0.00	0.00	0.00	27,898.86	8,066.62	27,898.86+	
0610	ELECTION SERVICES CONTRACT							
0150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	41.19	0.00	41.19-	
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	0.00	0.00	0.00	68.93	0.00	68.93-	
0310	ELECTION SUPPLIES	0.00	0.00	0.00	1,001.67	0.00	1,001.67-	
0410	ELECTION JUDGES & CLERKS	0.00	0.00	0.00	10,108.75	0.00	10,108.75-	
0431	PUBLICATIONS & TESTING EQUIPMENT	0.00	0.00	0.00	1,399.04	0.00	1,399.04-	
0460	POLLING PLACE RENT	0.00	0.00	0.00	0.00	0.00	0.00	
0532	ELECTION EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
	ELECTION SERVICES CONTRACT	0.00	0.00	0.00	12,619.58	0.00	12,619.58-	
	ELECTION SERVICES CONTRACT FUND							
	INCOME TOTALS	0.00	0.00		27,898.86	8,066.62	27,898.86+	
	EXPENSE TOTALS	0.00	0.00	0.00	12,619.58	0.00	12,619.58-	

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REPORTING FUND: 0032 HAVA CARES ACT FUND							EFFECTIVE MONTH - 07	
0010	HAVA CARES ACT, CASH IN BANK							
0100	HAVA CARES ACT FUND CHECKING				114.39-	18.39	3,787.15	
0110	HAVA CARES ACT FUND CLEARING				0.00	0.00	0.00	
	HAVA CARES ACT, CASH IN BANK				114.39-	18.39	3,787.15	
0100	TOTAL REVENUES/CARRY-OVER							
0310	INTEREST INCOME	0.00	0.00		96.94	18.39	96.94+	
0574	HAVA SECURITY GRANT MATCH	0.00	0.00		0.00	0.00	0.00	
0603	HAVA CARES ACT GRANT	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES/CARRY-OVER	0.00	0.00	0.00	96.94	18.39	96.94+	
0634	HAVA ELECTION SECURITY							
0115	SALARY, PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	
0150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	0.00	0.00	0.00	
0425	VR SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00	
0510	CYBER SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	
0532	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
	HAVA ELECTION SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	
	HAVA CARES ACT FUND							
	INCOME TOTALS	0.00	0.00		96.94	18.39	96.94+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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REPORTING FUND: 0045 LEOSE ACCOUNT							EFFECTIVE MONTH - 07	
0010	LEOSE ACCOUNT							
0100	LEOSE FUND, CHECKING				5,878.63	159.20	32,788.25	
0110	LEOSE FUND, CLEARING ACCT				0.00	0.00	0.00	
	LEOSE ACCOUNT				5,878.63	159.20	32,788.25	
0100	TOTAL REVENUES							
0208	TRAINING REGISTRATION FEES	0.00	0.00		0.00	0.00	0.00	
0310	INTEREST INCOME	0.00	0.00		820.86	159.20	820.86+	
0443	LEOSE ALLOCATION/STATE COMPTR	0.00	0.00		5,057.77	0.00	5,057.77+	
0912	TRANSFER FROM GENERAL FUND	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES	0.00	0.00	0.00	5,878.63	159.20	5,878.63+	
0551	CONSTABLE, PCT #1							
0427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	CONSTABLE, PCT #1	0.00	0.00	0.00	0.00	0.00	0.00	
0552	CONSTABLE, PCT #2							
0427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	CONSTABLE, PCT #2	0.00	0.00	0.00	0.00	0.00	0.00	
0553	CONSTABLE, PCT #3							
0427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	CONSTABLE, PCT #3	0.00	0.00	0.00	0.00	0.00	0.00	
0554	CONSTABLE, PCT #4							
0427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	CONSTABLE, PCT #4	0.00	0.00	0.00	0.00	0.00	0.00	
0560	COUNTY SHERIFF							
0427	CONTINUING EDUCATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	COUNTY SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00	
	LEOSE ACCOUNT							
	INCOME TOTALS	0.00	0.00		5,878.63	159.20	5,878.63+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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REPORTING FUND: 0050 SECURITY FUND							EFFECTIVE MONTH - 07	
0010	SECURITY FUND, CASH IN BANK							
0100	SECURITY FUND, CHECKING				30,809.82-	1,975.48-	28,532.33	
0110	SECURITY FUND, CLEARING				0.00	0.00	0.00	
	SECURITY FUND, CASH IN BANK				30,809.82-	1,975.48-	28,532.33	
0100	TOTAL REVENUES/CARRY-OVER							
0310	INTEREST INCOME	300.00	300.00		1,076.41	148.85	776.41+	359
0440	COURTHOUSE SECURITY FEES	10,500.00	10,500.00		8,087.44	1,368.92	2,412.56	77
0441	JP BUILDING SECURITY FEES	15,000.00	15,000.00		5,712.88	437.27	9,287.12	38
0912	TRANSFER FROM GENERAL FUND	70,000.00	70,000.00		0.00	0.00	70,000.00	00
	TOTAL REVENUES/CARRY-OVER	95,800.00	95,800.00	0.00	14,876.73	1,955.04	80,923.27	16
0476	JP BLDG SECURITY EXPENDITURES							
0101	SALARY, BALIFF/CONSTABLES	8,000.00	8,000.00	0.00	3,271.25	322.50	4,728.75	41
0107	SALARY, BALIFF	2,000.00	2,000.00	0.00	520.00	0.00	1,480.00	26
0150	SOCIAL SECURITY TAXES	700.00	700.00	0.00	263.26	24.65	436.74	38
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	1,300.00	1,300.00	0.00	492.78	41.92	807.22	38
0199	TOTAL PERSONNEL SERVICES	12,000.00	12,000.00	0.00	4,547.29	389.07	7,452.71	38
0497	MISCELLANEOUS	400.00	400.00	40.00	280.00	40.00	80.00	80
	JP BLDG SECURITY EXPENDITURES	12,400.00	12,400.00	40.00	4,827.29	429.07	7,532.71	39
0477	COURTHOUSE SECURITY EXPENDITURES							
0101	SALARY, BALIFFS/CONSTABLES	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	00
0107	SALARY, BALIFFS	50,000.00	50,000.00	0.00	32,607.50	2,907.50	17,392.50	65
0150	SOCIAL SECURITY TAXES	4,700.00	4,700.00	0.00	2,393.44	215.94	2,306.56	51
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	8,200.00	8,200.00	0.00	4,239.09	378.01	3,960.91	52
0199	TOTAL PERSONNEL SERVICES	77,900.00	77,900.00	0.00	39,240.03	3,501.45	38,659.97	50
0497	MISCELLANEOUS	500.00	500.00	0.00	0.00	0.00	500.00	00
0532	SECURITY EQUIPMENT	5,000.00	5,000.00	0.00	1,619.23	0.00	3,380.77	32
	COURTHOUSE SECURITY EXPENDITURES	83,400.00	83,400.00	0.00	40,859.26	3,501.45	42,540.74	49
	SECURITY FUND							
	INCOME TOTALS	95,800.00	95,800.00		14,876.73	1,955.04	80,923.27	16
	EXPENSE TOTALS	95,800.00	95,800.00	40.00	45,686.55	3,930.52	50,073.45	48

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REPORTING FUND: 0055 LAW LIBRARY FUND							EFFECTIVE MONTH - 07	
0010	LAW LIBRARY, CASH IN BANK							
0100	LAW LIBRARY, CHECKING				5,692.06	1,080.32	147,222.78	
0110	LAW LIBRARY, A/P CLEARING				0.00	0.00	0.00	
	LAW LIBRARY, CASH IN BANK				5,692.06	1,080.32	147,222.78	
0100	TOTAL REVENUES/TRANSFERS							
0318	LIBRARY FEES	12,500.00	12,500.00		6,346.04	1,199.22	6,153.96	51
	TOTAL REVENUES/TRANSFERS	12,500.00	12,500.00	0.00	6,346.04	1,199.22	6,153.96	51
0650	TOTAL LAW BOOKS PURCHASED							
0423	LAW BOOKS	10,000.00	10,000.00	0.00	653.98	118.90	9,346.02	07
	TOTAL LAW BOOKS PURCHASED	10,000.00	10,000.00	0.00	653.98	118.90	9,346.02	07
	LAW LIBRARY FUND							
	INCOME TOTALS	12,500.00	12,500.00		6,346.04	1,199.22	6,153.96	51
	EXPENSE TOTALS	10,000.00	10,000.00	0.00	653.98	118.90	9,346.02	07

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REPORTING FUND: 0060 JUSTICE COURT TECHNOLOGY FUND							EFFECTIVE MONTH - 07	
0010	JUSTICE COURT TECH, CASH IN BANK							
0100	JUSTICE COURT TECHNOLOGY, CHECKING				3,138.33	456.76	18,451.52	
0110	JUSTICE COURT TECHNOLOGY, CLEARING				0.00	0.00	0.00	
	JUSTICE COURT TECH, CASH IN BANK				3,138.33	456.76	18,451.52	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	100.00	100.00		433.84	87.80	333.84	434
0450	TECHNOLOGY FEES	9,500.00	9,500.00		4,804.49	368.96	4,695.51	51
	TOTAL REVENUES	9,600.00	9,600.00	0.00	5,238.33	456.76	4,361.67	55
0615	JUSTICE COURT TECHNOLOGY EXPENSES							
0427	TRAINING EXPENSES	600.00	600.00	0.00	0.00	0.00	600.00	00
0452	SOFTWARE MAINTENANCE	7,500.00	7,500.00	0.00	2,100.00	0.00	5,400.00	28
0477	COMPUTER UPGRADES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	00
0532	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
	JUSTICE COURT TECHNOLOGY EXPENSES	9,600.00	9,600.00	0.00	2,100.00	0.00	7,500.00	22
	JUSTICE COURT TECHNOLOGY FUND							
	INCOME TOTALS	9,600.00	9,600.00		5,238.33	456.76	4,361.67	55
	EXPENSE TOTALS	9,600.00	9,600.00	0.00	2,100.00	0.00	7,500.00	22

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REPORTING FUND: 0062 CO & DIST COURT TECH FUND							EFFECTIVE MONTH - 07	
0010	CO & DIST COURT TECH FUND, CASH							
0100	CO & DIST COURT TECH FUND, CKING				1,379.28	221.63	34,449.21	
0110	CO & DIST COURT TECH FUND, CLRING				0.00	0.00	0.00	
	CO & DIST COURT TECH FUND, CASH				1,379.28	221.63	34,449.21	
0100	TOTAL REVENUES							
0310	INTEREST INCOME	600.00	600.00		875.69	167.00	275.69	146
0403	TECHNOLOGY FEES - CO CRT	600.00	600.00		221.35	16.00	378.65	37
0450	TECHNOLOGY FEES - DIST CRT-CIVIL	400.00	400.00		53.53	12.81	346.47	13
0452	TECHNOLOGY FEES - DIST CRT-CR	3,000.00	3,000.00		228.71	25.82	2,771.29	08
	TOTAL REVENUES	4,600.00	4,600.00	0.00	1,379.28	221.63	3,220.72	30
0620	TOTAL DISBURSEMENTS							
0427	TRAINING EXPENSE	600.00	600.00	0.00	0.00	0.00	600.00	00
0452	SOFTWARE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0477	COMPUTER UPGRADES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
0532	EQUIPMENT/SOFTWARE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	00
	TOTAL DISBURSEMENTS	10,600.00	10,600.00	0.00	0.00	0.00	10,600.00	00
	CO & DIST COURT TECH FUND							
	INCOME TOTALS	4,600.00	4,600.00		1,379.28	221.63	3,220.72	30
	EXPENSE TOTALS	10,600.00	10,600.00	0.00	0.00	0.00	10,600.00	00

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REPORTING FUND: 0065 HISTORICAL COMMISSION FND							EFFECTIVE MONTH - 07	
0010	HIST COMM, CASH IN BANK							

0100	HISTORICAL COMM, CHECKING				565.00	120.00	6,450.38	
0110	HIST COMM, A/P CLEARING				0.00	0.00	0.00	

	HIST COMM, CASH IN BANK				565.00	120.00	6,450.38	

0100	TOTAL REVENUES/TRANSFERS							

0327	PREPAID POSTAGE FOR HISTORIC HOMES	0.00	0.00		0.00	0.00	0.00	
0330	DUES COLLECTED	0.00	0.00		440.00	120.00	440.00+	
0331	SALE OF HISTORY BOOKS	0.00	0.00		125.00	0.00	125.00+	
0332	MEMORIALS/DONATIONS	0.00	0.00		0.00	0.00	0.00	

	TOTAL REVENUES/TRANSFERS	0.00	0.00	0.00	565.00	120.00	565.00+	

0655	TOTAL DISBURSEMENTS							

0310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	
0311	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	
0472	PRINTING OF HISORIC HOMES BOOK	0.00	0.00	0.00	0.00	0.00	0.00	
0497	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	
0704	WELLHOUSE RESTORATION	0.00	0.00	0.00	0.00	0.00	0.00	

	TOTAL DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	

HISTORICAL COMMISSION FND								
	INCOME TOTALS	0.00	0.00		565.00	120.00	565.00+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

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PREPARER:0011

ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0070 CAPITAL PROJECTS FUND							EFFECTIVE MONTH - 07	
0010 CAPITAL PROJECTS FUND								

0100	CAPITAL PROJECTS FUND, CHECKING				25.67	4.87	1,003.20	
0110	CAPITAL PROJECTS FUND, CLEARING				0.00	0.00	0.00	
0200	CASH, INVESTMENTS				0.00	0.00	0.00	

	CAPITAL PROJECTS FUND				25.67	4.87	1,003.20	
0100 REVENUES								

0302	DONATIONS	0.00	0.00		0.00	0.00	0.00	
0310	INTEREST INCOME	0.00	0.00		25.67	4.87	25.67+	
0500	CERT OF OBLIGATION, SERIES 2012	0.00	0.00		0.00	0.00	0.00	
0603	GRANT - STATE COMPTROLLER	0.00	0.00		0.00	0.00	0.00	
0975	TRANSFER IN	0.00	0.00		0.00	0.00	0.00	

	REVENUES	0.00	0.00	0.00	25.67	4.87	25.67+	
0760 CAPITAL PROJECTS, SERIES 2012 CO'S								

0450	REPAIRS TO COURTHOUSE	0.00	0.00	0.00	0.00	0.00	0.00	
0704	CRTHSE INT RESTORATION/NON-GRANT	0.00	0.00	0.00	0.00	0.00	0.00	

	CAPITAL PROJECTS, SERIES 2012 CO'S	0.00	0.00	0.00	0.00	0.00	0.00	
CAPITAL PROJECTS FUND								
	INCOME TOTALS	0.00	0.00		25.67	4.87	25.67+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT BALANCE	USED PCT
REPORTING FUND: 0075 INTEREST & SINKING FUND							EFFECTIVE MONTH - 07	
0010	INTEREST & SINKING, CASH							
0100	INTEREST & SINKING,CKING				340,644.47	150,353.89-	601,950.83	
0110	INTEREST & SINKING, CLRNG				0.00	0.00	0.00	
	INTEREST & SINKING, CASH				340,644.47	150,353.89-	601,950.83	
0100	TOTAL REVENUES							
0110	CURRENT AD VALOREM TAXES	609,221.00	609,221.00		632,873.26	2,856.69	23,652.26+	104
0120	DELINQ AD VALOREM TAXES	6,487.00	6,487.00		2,951.65	518.10	3,535.35	46
0130	PENALTY & INTEREST	7,000.00	7,000.00		4,390.71	585.04	2,609.29	63
0310	INTEREST INCOME	7,492.00	7,492.00		5,842.70	973.78	1,649.30	78
	TOTAL REVENUES	630,200.00	630,200.00	0.00	646,058.32	4,933.61	15,858.32+	103
0750	CERTIFICATES, SERIES 2019							
0600	CERT. OF OBLIGATION, PRIN.	385,000.00	385,000.00	0.00	0.00	0.00	385,000.00	00
0601	CERT. OF OBLIGATION, INT.	78,162.00	78,162.00	0.00	39,856.29	0.00	38,305.71	51
0701	COST OF REFUNDING BONDS,SERIES 201	0.00	0.00	0.00	0.00	0.00	0.00	
	CERTIFICATES, SERIES 2019	463,162.00	463,162.00	0.00	39,856.29	0.00	423,305.71	09
0760	CERTIFICATES, SERIES 2012							
0402	REGISTRAR FEES	513.00	513.00	0.00	500.00	0.00	13.00	97
0600	CERT. OF OBLIGATION, PRINCIPAL	150,000.00	150,000.00	0.00	150,000.00	150,000.00	0.00	100
0601	CERT. OF OBLIGATION, INTEREST	10,575.00	10,575.00	0.00	10,575.00	5,287.50	0.00	100
	CERTIFICATES, SERIES 2012	161,088.00	161,088.00	0.00	161,075.00	155,287.50	13.00	100
	INTEREST & SINKING FUND							
	INCOME TOTALS	630,200.00	630,200.00		646,058.32	4,933.61	15,858.32+	103
	EXPENSE TOTALS	624,250.00	624,250.00	0.00	200,931.29	155,287.50	423,318.71	32

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
 TIME:01:00 PM - EFFECTIVE MONTH:07

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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0080 HOT CHECK FUND							EFFECTIVE MONTH - 07	
0010	HOT CHK FUND, CASH IN BK							
0100	HOT CHK FUND, CHECKING				545.73-	117.19-	12,275.50	
0110	HOT CHK FUND,A/P CLEARING				0.00	0.00	0.00	
	HOT CHK FUND, CASH IN BK				545.73-	117.19-	12,275.50	
0100	TOTAL REVENUES/TRANSFERS							
0305	HOT CHECK COLLECTION FEES	0.00	0.00		230.00	0.00	230.00+	
0380	LONGEVITY PAY FROM STATE	0.00	0.00		0.00	0.00	0.00	
0395	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	
	TOTAL REVENUES/TRANSFERS	0.00	0.00	0.00	230.00	0.00	230.00+	
0475	COUNTY ATTY-HOT CHK FUND							
0497	MISCELLANEOUS	0.00	0.00	0.00	659.54	117.19	659.54-	
	COUNTY ATTY-HOT CHK FUND	0.00	0.00	0.00	659.54	117.19	659.54-	
	HOT CHECK FUND							
	INCOME TOTALS	0.00	0.00		230.00	0.00	230.00+	
	EXPENSE TOTALS	0.00	0.00	0.00	659.54	117.19	659.54-	

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
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PREPARER:0011

ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0085 CO ATTY STATE SUPPLEMENTAL FUND							EFFECTIVE MONTH - 07	
0010	CO ATTY STATE SUPPLEMNT,CASH IN B							
0185	CO ATTY STATE SUPPLEMENT FUND,CKIN				2,774.04	2,222.76-	11,516.84	
	CO ATTY STATE SUPPLEMNT,CASH IN B				2,774.04	2,222.76-	11,516.84	
0100	TOTAL REVENUES							
0380	STATE SUPPLEMENT	0.00	0.00		18,333.34	0.00	18,333.34+	
	TOTAL REVENUES	0.00	0.00	0.00	18,333.34	0.00	18,333.34+	
0475	CO ATTY SALARY SUPPLEMENTS							
0107	SALARY, STATE SUPPLEMENT	0.00	0.00	0.00	12,901.00	1,843.00	12,901.00-	
0150	SOCIAL SECURITY TAXES	0.00	0.00	0.00	981.12	140.16	981.12-	
0151	GROUP MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
0152	RETIREMENT	0.00	0.00	0.00	1,677.18	239.60	1,677.18-	
0160	UNEMPLOYMENT TAXES	0.00	0.00	0.00	0.00	0.00	0.00	
0199	TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	15,559.30	2,222.76	15,559.30-	
	CO ATTY SALARY SUPPLEMENTS	0.00	0.00	0.00	15,559.30	2,222.76	15,559.30-	
	CO ATTY STATE SUPPLEMENTAL FUND							
	INCOME TOTALS	0.00	0.00		18,333.34	0.00	18,333.34+	
	EXPENSE TOTALS	0.00	0.00	0.00	15,559.30	2,222.76	15,559.30-	

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0090 PAYROLL FUND							EFFECTIVE MONTH - 07	
0010	PAYROLL FUND, CASH IN BK							
0120	PAYROLL FUND, CHECKING				7,731.15	7,270.97	8,009.60	
	PAYROLL FUND, CASH IN BK				7,731.15	7,270.97	8,009.60	
0100	TOTAL TRANSFERS/REVENUES							
0250	PAYROLL TRANSFERS	0.00	0.00		0.00	0.00	0.00	
0370	RETIREE'S INSURANCE PMTS	0.00	0.00		308.20	43.20-	308.20+	
0372	APPRAISAL DIST INSURANCE PAYMENTS	0.00	0.00		10,965.06	10,965.06	10,965.06+	
0373	GWD INSURANCE PAYMENTS	0.00	0.00		3,655.02-	3,655.02-	3,655.02	
0374	COBRA INSURANCE PAYMENTS	0.00	0.00		126.91	18.13	126.91+	
0395	MISCELLANEOUS	0.00	0.00		14.00-	14.00-	14.00	
	TOTAL TRANSFERS/REVENUES	0.00	0.00	0.00	7,731.15	7,270.97	7,731.15+	
0700	PAYROLL FUND							
0395	MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
	PAYROLL FUND	0.00	0.00	0.00	0.00	0.00	0.00	
	PAYROLL FUND							
	INCOME TOTALS	0.00	0.00		7,731.15	7,270.97	7,731.15+	
	EXPENSE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	

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

August 14, 2023

08-11-2023**BUDGET ANALYSIS USAGE REPORT ** ASSET, INCOME, & EXPENSE ACCOUNTS
TIME:01:00 PM - EFFECTIVE MONTH:07

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ACT NUM	ACCOUNT-TITLE	ORIGINAL BUDGET-AMOUNT	AMENDED BUDGET-AMOUNT	ENCUMBERED YEAR-TO-DATE	ACTIVITY YEAR-TO-DATE	ACTIVITY MONTH-TO-DATE	CURRENT USED BALANCE	USED PCT
REPORTING FUND: 0099 SUMMARY OF FUNDS							EFFECTIVE MONTH - 07	
COMBINED TOTALS								
	INCOME TOTALS	21,413,000.00	21,413,000.00		19,955,774.64	778,482.70	1,457,225.36	93
	EXPENSE TOTALS	22,852,250.00	22,852,250.00	58,431.37	12,290,404.54	1,877,069.51	10,503,414.09	54

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

August 14, 2023

Section 3

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

August 14, 2023

**Colorado County, Texas
Statement of Indebtedness
Certificates of Obligation
as of July 31, 2023**

**Series 2012
Courthouse Restoration
Issue Date: June 19, 2012**

Maturity Date	Coupon Rate	Principal	Interest	Annual Debt Service Requirement	Principal Balance
				\$ -	\$ 300,000
8/15/2024	2.40%	\$ 150,000	\$ 7,200	\$ 157,200	\$ 150,000
8/15/2025	2.40%	\$ 150,000	\$ 3,600	\$ 153,600	\$ -

Years 2026 through 2031 included in Series 2019 Refunding Bonds

**Series 2019 - Refunding Bonds
Courthouse Renovations & Annex Construction
Issue Date: December 30, 2019**

Maturity Date	Coupon Rate	Principal	Interest	Annual Debt Service Requirement	Principal Balance
					\$ 3,505,000
8/15/2023	2.23%	\$ 385,000	\$ 78,161.50	\$ 463,161.50	\$ 3,120,000
8/15/2024	2.23%	\$ 395,000	\$ 69,576.00	\$ 464,576.00	\$ 2,725,000
8/15/2025	2.23%	\$ 405,000	\$ 60,767.50	\$ 465,767.50	\$ 2,320,000
8/15/2026	2.23%	\$ 585,000	\$ 51,736.00	\$ 636,736.00	\$ 1,735,000
8/15/2027	2.23%	\$ 595,000	\$ 38,690.50	\$ 633,690.50	\$ 1,140,000
8/15/2028	2.23%	\$ 600,000	\$ 25,422.00	\$ 625,422.00	\$ 540,000
8/15/2029	2.23%	\$ 180,000	\$ 12,042.00	\$ 192,042.00	\$ 360,000
8/15/2030	2.23%	\$ 180,000	\$ 8,028.00	\$ 188,028.00	\$ 180,000
8/15/2031	2.23%	\$ 180,000	\$ 4,014.00	\$ 184,014.00	\$ -

2023 Interest Payments through July 31, 2023

	Principal	Interest
Series 2012	150,000.00	\$ 10,575.00
Series 2019		\$ 39,856.29

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

Section 4

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

August 14, 2023

**Colorado County, Texas
Internal Audit Activity Report
As of and for the period ending July 31, 2023**

Internal Audit provides the District Judges, Commissioners Court, and department heads with objective, accurate and meaningful information regarding County operations and, where necessary, makes recommendations for improving:

1. reliability and integrity of information,
2. compliance with laws and regulations, and
3. safeguarding County resources.

The County Auditor's office continues to develop and maintain positive working relationships with department heads and County staff by providing counsel and support for requested special projects.

Audit Objectives for county departments listed below:

1. Ensure all required reports include accurate, reliable information and are properly reconciled to the books and records of the County.
2. Verify all funds collected have been deposited with the County Treasurer in a timely manner.
3. Ensure required fees are remitted to the appropriate agency in a timely manner.
 - County Clerk
 - Regular Account *
 - Bond Account *
 - Registry Account*
 - Trust Account #
 - District Clerk
 - Regular Account *
 - Special Account *
 - Trust Account #
 - Justice of the Peace, Precinct 1 *
 - Justice of the Peace, Precinct 2 *
 - Justice of the Peace, Precinct 3 *
 - Justice of the Peace, Precinct 4 *
 - Tax Assessor/Collector
 - 045 Account**
 - Sales Tax Account**
 - License Account**
 - Sheriff
 - Forfeiture Account*
 - Sheriff Fee Account*
 - Jail Commissary Account *
 - Inmate Trust Fund Account*
 - County Attorney
 - Seizure Account *
 - forfeiture Account *
 - Hot Check Account *
 - State Supplement Account *
 - County Treasurer
 - Maintenance Account*
 - Payroll Account*
4. Review Tax Assessor/Collector Monthly Report on fees collected. **
5. Payroll audits performed on leave liability, sick leave pool, and wellness day for each FTE. **
6. Prepare Texas Indigent Defense Council (TIDC) monthly report **
7. Submit Collection Reports for Payment (JP offices, District Clerk, County Clerk)

*Report is pending review and signature with departments

** Information not available at this date

Not performed this month

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

August 14, 2023

Section 5

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

August 14, 2023

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1					
TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009					

0100-TOTAL REVENUES/CARRY-OVER					
	EXTREME GYM	242847	R	AUG CC EMPLOYEE MEMBERSHIP FEES	552.16
		12-100-395		MISCELLANEOUS	
	DEPARTMENT TOTAL				552.16
0200-LIABILITY ACCOUNTS					
	GHS, LTD	243096	A	JULY JP1 COLLECTION FEES	903.83
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243097	A	JULY JP2 COLLECTION FEES	779.12
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243098	A	JULY JP3 COLLECTION FEES	680.90
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243099	A	JULY JP4 COLLECTION FEES	885.07
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	PAYROLL FUND	242867	R	TRANSFER TO COVER/07-16 to 7-31 P/R	428,506.49
		12-200-120		PAYROLL TRANSFER CLEARING ACCT	
	PAYROLL FUND	242884	R	TRANSFER TO COVER/07-16 to 7-31 P/R	785.58
		12-200-120		PAYROLL TRANSFER CLEARING ACCT	
	PERDUE, BRANDON, FIELDER, COLLINS &	243244	A	JULY DISTCLRK DLQ ATTYFEES/IVC74631	50.60
		12-200-476		PERDUE-PRIVATE COLLECTIONS FEE	
	DEPARTMENT TOTAL				432,591.59
0400-COUNTY JUDGE					
	AQUA BEVERAGE COMPANY	242971	A	COOLER RENT&WATER/ACCT#004309	40.98
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AT&T MOBILITY	242952	R	CELLULAR SVC/ACCT#826401607	117.70
		12-400-420		COMMUNICATIONS EXPENSE	
	CARD SERVICE CENTER	243215	A	JULY ZOOM CHARGES(C SCHNEIDER)	194.97
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEWITT POTH AND SON	242906	A	CTY JUDGE COPIER MAINT/ACCT#10069	79.54
		12-400-421		COPIER USAGE EXPENSE	
	GREATAMERICA FINANCIAL SVCS	243100	A	COPIER LEASE PYMT/INV#34598014	128.00
		12-400-421		COPIER USAGE EXPENSE	
	VERIZON WIRELESS	243055	R	CELLULAR SERVICE	37.99
		12-400-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				599.18
0401-COMMISSIONER'S COURT					
	DAVID B. BROOKS	242988	A	JULY LEGAL SERVICES	100.00
		12-401-403		OUTSIDE LEGAL SERVICES	
	DEPARTMENT TOTAL				100.00
0403-COUNTY CLERK					
	AMAZON CAPITAL SERVICES	243069	A	OFFICE SUPPLIES/INV#1QHR-F6HG-V66N	104.24
		12-403-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEWITT POTH AND SON	242905	A	CO CLERK PLOTTER MAINT/ACCT#10069	58.31
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTH AND SON	242907	A	CO CLERK COPIER MAINT/ACCT#10069	49.01
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTH AND SON	242908	A	CO CLERK COPIER MAINT/ACCT#10069	63.18
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTH AND SON	242910	A	CO COURTRM COPIER MAINT/ACCT#10069	30.00
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEPARTMENT TOTAL				304.74
0410-ELECTIONS					
	XEROX FINANCIAL SERVICES	242858	R	ELECTNS COPIERLEASE PYMT/INV4510687	202.50
		12-410-421		COPIER LEASE EXPENSE	
	DEPARTMENT TOTAL				202.50

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

August 14, 2023

08/14/2023 COUNTY-FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME: 01:15 PM Claims for payment as of August 11, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GREENWALT COURT REPORTING	242916	A	CRT REPORTER SVCS/INV#6602	1,288.36
		12-426-488		COURT REPORTERS	
	DEPARTMENT TOTAL				1,288.36
0428-PUBLIC DEFENDER					
	PRESTIGE OFFICE PRODUCTS, LLC	242933	A	OFFICE SUPPLIES/INV#129784	452.74
		12-428-310		SUPPLIES/EQUIPMENT UNDER \$500	
	RELX INC.	243009	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	118.84
		12-428-423		LAW BOOKS/ON-LINE SUBSCRIPTIONS	
	THOMSON REUTERS - WEST	243248	A	ONLINE SUBSCRIPTION#848689336	137.81
		12-428-423		LAW BOOKS/ON-LINE SUBSCRIPTIONS	
	DEPARTMENT TOTAL				709.39
0435-DISTRICT COURT					
	██████████	242876	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	BCC LANGUAGES LLC	242981	A	INTERPRETER 4-21-23/INV#23345	200.00
		12-435-479		INTERPRETORS	
	██████████	242875	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242877	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242881	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242880	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242874	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242879	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242878	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	SOUTH TEXAS FORENSIC PSYCHOLOGY	243247	A	COMPETENCY EVAL/CAUSE#23-098	800.00
		12-435-419		PROF SVCS-NON SPECIFIED	
	DEPARTMENT TOTAL				1,320.00
0450-DISTRICT CLERK					
	AMAZON CAPITAL SERVICES	243070	A	OFFICE SUPPLIES/INV#1KKR-1FT4-4VNL	31.18
		12-450-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243184	A	REG FEE - HOTEL CREDIT (V HARMON)	117.30
		12-450-427		CONFERENCE/SEMINARS/DUES	
	DEWITT POTR AND SON	242909	A	DIST CLERK COPIER MAINT/ACCT#10069	107.98
		12-450-421		COPIER USAGE EXPENSE	
	GREATAMERICA FINANCIAL SVCS	243101	A	COPIER LEASE PAYMENT	120.40
		12-450-421		COPIER USAGE EXPENSE	
	DEPARTMENT TOTAL				376.86
0451-JUSTICE OF THE PEACE #1					
	AQUA BEVERAGE COMPANY	242976	A	WATER/ACCT#005321	24.98
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	243119	A	OFFICE SUPPLIES/INV#129886	115.86
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	XEROX FINANCIAL SERVICES	242849	R	JP#1 COPIER LEASE FYMT/INV#4508595	125.00
		12-451-421		XEROX USAGE EXPENSE	
	DEPARTMENT TOTAL				265.84
0452-JUSTICE OF THE PEACE #2					

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	██████████	243032	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	AQUA BEVERAGE COMPANY	242972	A	COOLER RENT/ACCT#012681	12.00
	██████████	12-452-310		SUPPLIES/EQUIPMENT UNDER \$500	
	BOE REEVES	243135	A	JULY 15-AUG 8 MILEAGE	68.12
	██████████	12-452-429		TRAVEL EXPENSE	
	██████████	243026	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243037	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243022	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243036	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	COLORADO VALLEY TELEPHONE CO	243048	R	JP2 PHONE FAX INTERNET/ACCT#124300	228.73
	██████████	12-452-420		COMMUNICATIONS EXPENSE	
	██████████	243025	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243034	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243021	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243024	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	KATHLEEN KLOESSEL	243113	A	MILEAGE TO DELIVER REPORTS	20.57
	██████████	12-452-429		TRAVEL EXPENSE	
	██████████	243031	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243035	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243033	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243029	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243027	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243028	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243030	R	PCT2 JURY DUTY ON 7/27/2023	12.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243023	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	██████████	243020	R	PCT2 JURY DUTY ON 7/27/2023	20.00
	██████████	12-452-485		JUROR EXPENSE	
	U.S. POSTAL SERVICE	243132	A	RENEW PO BOX 945	59.00
	██████████	12-452-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242850	R	JP#2 COPIER LEASE PYMT/INV#4508595	125.00
	██████████	12-452-421		COPIER LEASE/USAGE EXPENSE	
	DEPARTMENT TOTAL				777.42
0453-JUSTICE OF THE PEACE #3					
	AMAZON CAPITAL SERVICES	243068	A	SCRN PROTECTORS/INV#1XJM-WPDF-X9J9	6.90
	██████████	12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AQUA BEVERAGE COMPANY	242973	A	COOLER RENT/ACCT#013805	13.25
	██████████	12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	242932	A	FAX CARTRIDGE/INV#129849	41.89
	██████████	12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VERIZON WIRELESS	243062	R	CELLULAR SERVICE	56.26
		12-453-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242851	R	JP#3 COPIER LEASE PYMT/INV#4508595	125.00
		12-453-421		XEROX USAGE EXPENSE	
	DEPARTMENT TOTAL				243.30
0454-JUSTICE OF THE PEACE #4					
	AQUA BEVERAGE COMPANY	242974	A	COOLER RENT/ACCT#10708	11.99
		12-454-310		SUPPLIES/EQUIPMENT UNDER \$500	
	STAN WARFIELD	243124	A	JULY MILEAGE	360.91
		12-454-429		TRAVEL EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242846	R	JP#4 PHONE & INTERNET	170.44
		12-454-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				543.34
0475-COUNTY ATTORNEY					
	AT&T MOBILITY	242951	R	CELLULAR SVC/ACCT#826401607	538.44
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	CARD SERVICE CENTER	243185	A	USB DRIVES (J JOHANNES)	32.22
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	CONDATA	243234	A	CTY ATTORNEY JULY FUEL/ACCT#XY863	78.91
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	ODP BUSINESS SOLUTIONS	243005	A	OFFICE SUPPLIES/CUST#21246867	441.40
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	RELX INC.	243010	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	178.26
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	SCHULENBURG PRINTING	243246	A	FORMS/INV#811461-0, 811463-0	653.67
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	TRANSUNION RISK & ALTERNATIVE	243015	A	JULY PEOPLE SEARCHES/#3133931	75.00
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	XEROX FINANCIAL SERVICES	242855	R	CTYATTY COPIERLEASE PYMT/INV4508595	300.00
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	DEPARTMENT TOTAL				2,297.90
0495-COUNTY AUDITOR'S OFFICE					
	CARD SERVICE CENTER	243186	A	CERT OF ACHIEV FY22 FEE(M LOWRANCE)	530.00
		12-495-427		CONVENTIONS/SEMINARS/DUES	
	CARD SERVICE CENTER	243188	A	HOTEL BOOKING FEE (M LOWRANCE)	16.99
		12-495-427		CONVENTIONS/SEMINARS/DUES	
	XEROX FINANCIAL SERVICES	242852	R	AUDITOR COPIERLEASE PYMT/INV4508595	125.00
		12-495-421		XEROX COPIER USAGE/MAINT EXP	
	XEROX FINANCIAL SERVICES	242853	R	EMS COPIER LEASE PYMT/INV4508595	150.00
		12-495-421		XEROX COPIER USAGE/MAINT EXP	
	DEPARTMENT TOTAL				821.99
0497-COUNTY TREASURER					
	DEWITT POTH AND SON	242911	A	CO TREASURERCOPIER MAINT/ACCT#10069	58.81
		12-497-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEPARTMENT TOTAL				58.81
0499-TAX ASSESSOR-COLLECTOR					
	CARD SERVICE CENTER	243222	A	VISTA PRINT BUS CARDS(E KOLLAJA)	67.19
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	243245	A	OFFICE SUPPLIES/INV#129813	42.19
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	XEROX FINANCIAL SERVICES	242859	R	TAC COPIER LEASE PYMT/INV4511636	250.55
		12-499-421		XEROX COPIER USAGE	
	DEPARTMENT TOTAL				359.93

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0510-COURTHOUSE BUILDING
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	A L & M BUILDING SUPPLY	243063	A	FOUNTAIN PARTS/CUST#5135	17.57
		12-510-494		GROUNDS MAINTENANCE	
	A-LINE AUTO PARTS	243066	A	EQIP CLNR & PARTS/CUST#46398	37.86
		12-510-335		CLEANING SUPPLIES	
	AMAZON CAPITAL SERVICES	243071	A	FOUNTAIN PUMP/INV#11NC-6QXM-VG3W	239.00
		12-510-494		GROUNDS MAINTENANCE	
	AQUA BEVERAGE COMPANY	242975	A	COOLER RENT & WATER/ACCT#012337	77.35
		12-510-497		MISCELLANEOUS	
	BUGMAN, INC.	243137	A	PEST CONTROL @ EMS STATIONS	180.00
		12-510-495		PEST CONTROL	
	CARD SERVICE CENTER	243190	A	TOWER ELEC TO 6/19(M LOWRANCE)	44.00
		12-510-440		UTILITIES	
	CARD SERVICE CENTER	243192	A	WALMART CLEANING SUPPLIES(JOSH G)	89.70
		12-510-335		CLEANING SUPPLIES	
	CARD SERVICE CENTER	243193	A	WALMART ANNEX UMBRELLAS(JOSH G)	94.98
		12-510-494		GROUNDS MAINTENANCE	
	CARD SERVICE CENTER	243194	A	TSC PUMP FOR FOUNTAIN(JOSH G)	109.99
		12-510-494		GROUNDS MAINTENANCE	
	CITY OF BELLVILLE	243139	A	MULCH/INV#12816	10.80
		12-510-494		GROUNDS MAINTENANCE	
	CITY OF COLUMBUS	242955	R	PROBATION DEPT UTILITIES THRU 7-15	60.00
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242956	R	JP#3 UTILITIES THRU 7-15	60.00
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242957	R	COURTHOUSE UTILITIES THRU 7-15	465.05
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242958	R	ANNEX UTILITIES THRU 7-15	199.40
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242959	R	AG BLDG UTILITIES THRU 7-15	81.70
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242960	R	SVC FACILITIES UTILITIES TO 7-15	250.06
		12-510-440		UTILITIES	
	CITY OF COLUMBUS	242961	R	COURTHOUSE SPRINKLERS THRU 7-15	1,415.35
		12-510-494		GROUNDS MAINTENANCE	
	CITY OF COLUMBUS	242962	R	ANNEX SPRINKLERS THRU 7-15	80.05
		12-510-494		GROUNDS MAINTENANCE	
	CITY OF EAGLE LAKE	242865	R	JP4 UTILITES THRU 6/15	54.30
		12-510-440		UTILITIES	
	CITY OF EAGLE LAKE	243041	R	JP4 UTILITES THRU 7-15	54.30
		12-510-440		UTILITIES	
	CITY OF WEIMAR	242965	R	JP2 UTILITES THRU 7-17	457.35
		12-510-440		UTILITIES	
	CITY OF WEIMAR	242966	R	EMS UTILITES THRU 7-17	580.73
		12-510-440		UTILITIES	
	COLUMBUS PLUMBING & SERVICE, INC.	242898	A	REPAIR KIT FOR EMS/INV#580	48.90
		12-510-450		REPAIRS TO BLDGS	
	COMDATA	243235	A	MAINTENANCE JULY FUEL/ACCT#XY863	189.15
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	CONDRA COMMUNICATIONS	242903	A	911RA ALARM SYSTEM MONITORING/69693	20.00
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	CONSTELLATION NEW ENERGY, INC.	243083	A	TRAVIS STREETLIGHTS TO 7/27	10.47
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243084	A	TRAVIS STREETLIGHTS TO 7/27	10.47
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243085	A	RADIO TOWER ELECT TO 7/28	5.86
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243086	A	SVC FACILITY ELECT TO 7/28	1,175.79
		12-510-440		UTILITIES	

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DEPARTMENT				
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CONSTELLATION NEW ENERGY, INC.	243089	A	JP4 ELECT TO 7-26	233.08
	12-510-440		UTILITIES	
CONSTELLATION NEW ENERGY, INC.	243092	A	STREETLIGHTS TO 7-26	75.17
	12-510-440		UTILITIES	
CONSTELLATION NEW ENERGY, INC.	243093	A	EL EMS ELECT TO 7-18	298.43
	12-510-440		UTILITIES	
DOUBLE "C" PEST CONTROL	243149	A	JP#3 PEST CONTROL/INV#12337	40.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243150	A	COURTHOUSE PEST CONTROL/INV#12333	100.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243151	A	ANNEX PEST CONTROL/INV#12334	50.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243152	A	AG EXT PEST CONTROL/INV#12335	40.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243153	A	PROBATION PEST CONTROL/INV#12339	40.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243154	A	MAINT BLDG PEST CONTROL/INV#12336	40.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243155	A	MAINT/STORG PEST CONTROL/INV#12338	20.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243156	A	AIRPORT PEST CONTROL/INV#12340	15.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243157	A	JP#2 PEST CONTROL/INV#12411	40.00
	12-510-495		PEST CONTROL	
DOUBLE "C" PEST CONTROL	243158	A	JP#4 PEST CONTROL/INV#12455	40.00
	12-510-495		PEST CONTROL	
GFL ENVIRONMENTAL	243046	R	JP4 JULY TRASH SVC/#AC003680	39.09
	12-510-440		UTILITIES	
GULF COAST PAPER CO., INC.	243102	A	BOWL CLNR, URINAL MATS/INV#2418196	94.23
	12-510-335		CLEANING SUPPLIES	
GULF COAST PAPER CO., INC.	243103	A	TOILET PAPER/INV#2418196	126.02
	12-510-395		MISCELLANEOUS SUPPLIES	
JOSH GUTHMANN	243165	A	AUG CELL PHONE REIMB	20.00
	12-510-420		COMMUNICATIONS EXPENSE	
MORRISON SUPPLY COMPANY	242927	A	CLEANER - AC COILS/#S115994747.001	45.61
	12-510-335		CLEANING SUPPLIES	
MORRISON SUPPLY COMPANY	242938	A	PROBATION AC PARTS/#S116040551.001	227.59
	12-510-335		CLEANING SUPPLIES	
MORRISON SUPPLY COMPANY	243243	A	PARTS FOR JP3 AC/INV#S116123396-001	26.39
	12-510-454		REPAIRS/MAINT TO EQUIPMENT	
OTIS ELEVATOR CO	242930	A	ELEVATOR MAINT TO 7-31-24	10,466.28
	12-510-455		ELEVATOR MAINTENANCE	
SAN BERNARD ELECTRIC COOP, INC.	242940	A	TOWER ELECT TO 7-19/#3465300	43.00
	12-510-440		UTILITIES	
DEPARTMENT TOTAL				18,240.07
0515-PARKS & RECREATION DEPT				
CONSTELLATION NEW ENERGY, INC.	243090	A	BEASON'S PARK ELECT TO 8-1	27.06
	12-515-440		UTILITIES	
DEPARTMENT TOTAL				27.06
0525-SEPTIC SYSTEM/FLOODPLAIN				
D-ZEE'S AUTOMOTIVE	243094	A	AC REPAIR/RO#0035311	93.40
	12-525-429		TRAVEL EXPENSE/REPAIRS OF VEH	
SCHNEIDER TIRE & LUBE LLC	242946	A	OIL CHANGE&TIRE ROTATION/INV#46948	81.99
	12-525-429		TRAVEL EXPENSE/REPAIRS OF VEH	
DEPARTMENT TOTAL				175.39
0530-EMERGENCY MANAGEMENT				

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DEPARTMENT					
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AT&T MOBILITY	242950	R	CELLULAR SVC/ACCT#826401607	141.87	
	12-530-420		COMMUNICATIONS EXPENSE		
AT&T MOBILITY	242953	R	CELLULAR SVC/ACCT#826484935	54.43	
	12-530-420		COMMUNICATIONS EXPENSE		
AT&T MOBILITY	243043	R	ROUTER FOR EOC TRUCK	30.00	
	12-530-420		COMMUNICATIONS EXPENSE		
AT&T MOBILITY	243044	R	FIRSTNET CELL PHONES FOR COVID	250.86	
	12-530-425		COVID-19 EXPENSES		
CARD SERVICE CENTER	243195	A	UPS SHPG RADIOS FOR RER(C ROGERS)	37.90	
	12-530-453		RADIO REPAIRS & MAINTENANCE		
LANGFORD COMMUNITY MGMT SVCS	243167	A	#2 PLANNING MILESTONE 20%/INV#5256	4,524.00	
	12-530-704		STATE HOMELAND SECURITY GRANT PROG		
UNITED RADIO INC	243018	A	RADIO REPS/INV#321459062,321458946	172.40	
	12-530-453		RADIO REPAIRS & MAINTENANCE		
VERIZON WIRELESS	243060	R	CELLULAR SERVICE	37.99	
	12-530-420		COMMUNICATIONS EXPENSE		
DEPARTMENT TOTAL				5,249.45	
0540-EMS DIRECTOR/AMBULANCE					
3L USA LLC	242970	A	802GL GAS, 610GL DIESEL/INV#319716	4,575.21	
	12-540-330		FUEL & OIL		
A L & M BUILDING SUPPLY	243064	A	OUTDOOR BOX & CONNECTOR/CUST#5135	15.56	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
AMAZON CAPITAL SERVICES	243075	A	CASTER WHEELS/INV#1HGC-MCWX-YD6X	33.77	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
AMBULANCE DEPOT, INC	242848	R	2017 DODGE RAM 4500 4X4 AMBULANCE	87,000.00	
	12-540-575		MOTOR VEHICLE		
AQUA BEVERAGE COMPANY	242978	A	COOLER RENT & WATER/ACCT#008048	74.50	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
AQUA BEVERAGE COMPANY	242979	A	COOLER RENT/ACCT#008049	12.00	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
AQUA BEVERAGE COMPANY	242980	A	COOLER RENT/ACCT#16233	12.00	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
BOUND TREE MEDICAL, LLC	242982	A	AMB SPLS/INV#85027287, 85027288,	822.71	
	12-540-334		AMBULANCE SUPPLIES		
CARD SERVICE CENTER	242861	R	TRAINING EXP@AMAZON (M INGVARSDEN)	242.88	
	12-540-408		TRAINING COURSES/SUPPLIES		
CARD SERVICE CENTER	242862	R	TRAINING EXP-CPR@CARDS (INGVARSDEN)	100.00	
	12-540-408		TRAINING COURSES/SUPPLIES		
CARD SERVICE CENTER	242863	R	TRAINING EXP-MARIA'S (M INGVARSDEN)	96.17	
	12-540-408		TRAINING COURSES/SUPPLIES		
CARD SERVICE CENTER	243196	A	PREPENNY PWR LINE DSCNECT (M FURRH)	599.90	
	12-540-532		EQUIPMENT OVER \$500		
CARD SERVICE CENTER	243197	A	WALMART EMS WATER (M FURRH)	34.90	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243198	A	ADOBE MONTHLY SUBSCR (M FURRH)	16.23	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243199	A	PAYPAL SMART CHARGER (M FURRH)	167.40	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243200	A	WHEN2WORK (M FURRH)	324.00	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243201	A	WALMART CUPS & H2O JUG (S SILVER)	70.47	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243202	A	WALMART SHOP SUPPLIES (S SILVER)	80.83	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243203	A	BUCCEE'S DEF (S SILVER)	21.61	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		

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DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT	
CARD SERVICE CENTER	243204	A	TEGELER PRTS FOR TAHOE(S SILVER)	153.63	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
CARD SERVICE CENTER	243205	A	GETRVPARTS-BELT TENSIONER(S SILVER)	123.23	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
CARD SERVICE CENTER	243223	A	WALMART POSTERBOARDS (M INGVARSEN)	10.95	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CARD SERVICE CENTER	243224	A	HEARTSMART CPR KIT (M INGVARSEN)	433.89	
	12-540-408		TRAINING COURSES/SUPPLIES		
CARD SERVICE CENTER	243225	A	WALMART BINDERS (M INGVARSEN)	28.90	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
CAVENDER CHRYSLER JEEP DODGE RAM	242985	A	PARTS FOR ASST CHIEF VEH/INV#142218	96.73	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
COLORADO CO TAX ASSESSOR/COLLECTOR	243019	R	RENEW LP#1415618	7.50	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
COLUMBUS TIRE CENTER	243082	A	INPSECT LP#1415618/INV#31584	7.00	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
COMDATA	243231	A	EMS JULY FUEL/ACCT#XY863	1,714.51	
	12-540-330		FUEL & OIL		
COMDATA	243232	A	EMS DIESEL NOZZLE/ACCT#XY863	160.11	
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500		
DSS DRIVING SAFETY SERVICES, LLC	243095	A	PRE EMPLOYMNT TESTING/INV#23-1488936	250.00	
	12-540-417		DRUG & ALCOHOL TESTING		
FRAZER, LTD	242989	A	LIGHTS FOR AMBS /#90621,90620,90567	6,601.93	
	12-540-454		REPAIRS TO AMB/EQUIPMENT		
FRONTIER	242968	R	EMS PHONE SVC/979-725-8150-122012-5	32.79	
	12-540-420		COMMUNICATIONS EXPENSE		
HARRIS CTY ACCTS REC-RADIO	242993	A	MONTHLY SW WAVE/INV#111123	45.00	
	12-540-453		RADIOS & RADIO REPAIRS		
HENRY SCHEIN INC.	242994	A	AMBULANCE SUPPLIES/INV#46731261	690.88	
	12-540-334		AMBULANCE SUPPLIES		
IMPACT PROMOTIONAL SVCS, LLC	243107	A	NEW HIRE UNIFORMS/INV62655,62842	890.40	
	12-540-491		UNIFORMS		
LINDE GAS & EQUIPMENT INC.	243004	A	OXYGEN/#37122313,37200879,37200882	1,576.54	
	12-540-334		AMBULANCE SUPPLIES		
QUAMED, INC.	243006	A	AMB SUPPLS/#239547,239546,239916	610.32	
	12-540-334		AMBULANCE SUPPLIES		
RURAL TELECOMMUNICATIONS OF AMERICA	243011	A	MEDIC #3 INTERNET/ACCT#5845	75.00	
	12-540-420		COMMUNICATIONS EXPENSE		
RURAL TELECOMMUNICATIONS OF AMERICA	243012	A	MEDIC #5 INTERNET/ACCT#5847	75.00	
	12-540-420		COMMUNICATIONS EXPENSE		
TIME WARNER CABLE ENTERPRISES LLC	242845	R	EL EMS PHONE SVC	39.99	
	12-540-420		COMMUNICATIONS EXPENSE		
VERIZON WIRELESS	243051	R	MOBILE BROADBAND	189.95	
	12-540-420		COMMUNICATIONS EXPENSE		
VERIZON WIRELESS	243052	R	CELLULAR SERVICE	48.22	
	12-540-420		COMMUNICATIONS EXPENSE		
DEPARTMENT TOTAL				108,162.61	
0551-CONSTABLE, PCT #1					
CAVENDER CHRYSLER JEEP DODGE RAM	243076	A	AC REPAIRS/INV#93662	2,541.49	
	12-551-429		TRAVEL/VEHICLE MAINTENANCE		
O'REILLY AUTO PARTS	242928	A	CONST#1 PATROL UNIT PTS/CUST1269383	109.30	
	12-551-429		TRAVEL/VEHICLE MAINTENANCE		
DEPARTMENT TOTAL				2,650.79	
0552-CONSTABLE, PCT #2					
AMAZON CAPITAL SERVICES	243072	A	CHARGER ADAPTER/INV#1HNK-TXV7-KJW4	11.88	
	12-552-497		MISCELLANEOUS		

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T MOBILITY	242954	R	CELLULAR SVC/ACCT#826484935	22.36
		12-552-420		COMMUNICATIONS EXPENSE	
	U.S. POSTAL SERVICE	243131	A	RENEW PO BOX 945	59.00
		12-552-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				93.24
0555-911 RURAL ADDRESSING					
	CAVENDER AUTO COUNTRY CHEV BUICK GM	242984	A	FAC RECALLS & OIL CHANGE/INV#354612	71.45
		12-555-429		TRAVEL EXPENSE/TRUCK MAINT	
	IPRINT TECHNOLOGIES	243108	A	(4) TONER CARTRIDGES/INV#1053094	810.00
		12-555-310		SUPPLIES/EQUIP UNDER \$500	
	DEPARTMENT TOTAL				881.45
0560-COUNTY SHERIFF					
	3L USA LLC	242885	A	1,380GAL GAS/INV#318977	4,171.56
		12-560-330		FUEL & OIL	
	3L USA LLC	242886	A	985GAL GAS/INV#319714	3,175.71
		12-560-330		FUEL & OIL	
	3L USA LLC	243133	A	995GL GAS/INV#320382	3,258.97
		12-560-330		FUEL & OIL	
	ARMSTRONG FORENSIC LABORATORY, INC.	243182	A	RETURN SHIPPING OF EVIDENCE/#242218	55.00
		12-560-338		FINGERPRINT/EVIDENCE SUPPLIES	
	CARD SERVICE CENTER	243206	A	TREK BASIC TELE CRSE(B HENKES)	250.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243208	A	HEB WATER(A WEIDO)	21.44
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243209	A	PARKING IN DT HOUSTON(A WEIDO)	2.80
		12-560-427		CONFERENCE/SEMINARS/DUES	
	CARD SERVICE CENTER	243210	A	CIVIL PROCESS BOOK(N GORMAN)	67.83
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243211	A	LA QUINTA FOR CONF(F CANTU)	223.74
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243212	A	LA QUINTA FOR CONF(Z BLAHA)	235.04
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243213	A	OSS ACADEMY TRAINING (B MELENDEZ)	70.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CDW GOVERNMENT	242986	A	ANTIVIRUS SOFTWARE/INV#KV04014	1,036.52
		12-560-452		SOFTWARE/LICENSE SERVICES	
	CDW GOVERNMENT	243226	A	MS STANDARD LICENSE/#KT04350	759.87
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	COLORADO CO TAX ASSESSOR/COLLECTOR	243140	A	RENEW LP#FZS3039	7.50
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLUMBUS TIRE CENTER	242899	A	ROTATE & BAL TIRES/INV#31224	45.00
		12-560-354		BATTERIES, TIRES & TUBES	
	COMDATA	243230	A	SHERIFF OFFICE JULY FUEL/ACCT#XY863	113.44
		12-560-330		FUEL & OIL	
	D-ZEE'S AUTOMOTIVE	242904	A	#609 REPAIRS/INV#0035254	1,064.99
		12-560-454		REPAIRS OF VEH/EQUIP	
	D. CRAIG PBIKERT	243144	A	JULY BASE IT LOAD & BUILD NEW SERV	1,900.00
		12-560-402		CONTRACT IT SERVICES	
	FONDREN FORENSICS INC.	242914	A	#610ɥ TRAINING/INV#23-1128	950.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	GALLS, LLC	242915	A	4 RAPID SHRITS/INV#025084949	220.00
		12-560-491		EMPLOYEE UNIFORMS	
	HOLIDAY INN RESORTS GALVESTON	243240	A	HOTEL STAY FOR CONF/CONF#43444564	960.25
		12-560-427		CONFERENCE/SEMINARS/DUES	
	LYNN PRAVEY CO	242922	A	CID SUPPLIES/INV#402564,402456	167.50
		12-560-338		FINGERPRINT/EVIDENCE SUPPLIES	

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DEPARTMENT					
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O'REILLY AUTO PARTS	242929	A	VEH CLEANING SUPLS/CUST1269383		89.46
	12-560-476		EMERGENCY EQUIP/DETAIL		
PRESTIGE OFFICE PRODUCTS, LLC	242934	A	OFFICE SUPPLIES/INV#129807		464.90
	12-560-310		SUPPLIES/EQUIPMENT UNDER \$500		
SCHNEIDER TIRE & LUBE LLC	242943	A	OIL CHANGE/#618/INV#46941		58.98
	12-560-454		REPAIRS OF VEH/EQUIP		
SCHNEIDER TIRE & LUBE LLC	242944	A	OIL CHANGE/#611/INV#47015		58.98
	12-560-454		REPAIRS OF VEH/EQUIP		
SCHNEIDER TIRE & LUBE LLC	242945	A	OIL CHANGE/#603/INV#46996		58.98
	12-560-454		REPAIRS OF VEH/EQUIP		
SCHNEIDER TIRE & LUBE LLC	243122	A	TIRE REPAIR/INV#47042		29.99
	12-560-354		BATTERIES, TIRES & TUBES		
SCHNEIDER TIRE & LUBE LLC	243171	A	OIL CHANGE #616/INV#47196		58.98
	12-560-454		REPAIRS OF VEH/EQUIP		
TRANSUNION RISK & ALTERNATIVE	243016	A	JULY PEOPLE SEARCHES/#366533		150.00
	12-560-497		MISCELLANEOUS EXPENSE		
TREHOUSE EMBROIDERY	243127	A	EMBROIDERY (4) SHIRTS #603		99.59
	12-560-491		EMPLOYEE UNIFORMS		
VERIZON WIRELESS	243053	R	MOBILE BROADBAND		1,315.27
	12-560-420		COMMUNICATIONS EXPENSE		
VERIZON WIRELESS	243054	R	CELLULAR SERVICE		48.22
	12-560-420		COMMUNICATIONS EXPENSE		
XEROX FINANCIAL SERVICES	242857	R	SO COPIER LEASE PYMT/INV4512585		269.72
	12-560-421		COPIER USAGE/MAINT EXPENSE		
DEPARTMENT TOTAL					21,460.23
0565-OPERATION OF JAIL					
AMAZON CAPITAL SERVICES	243073	A	CAN OPENER/INV#1N67-FJDM-NCK4		54.99
	12-565-340		JAIL SUPPLIES		
BRYAN RADIOLOGY ASSOCIATES	242890	A	INMATE LAB/7-3-23/BRA309354		7.22
	12-565-405		PRISONER MEDICAL/MEDICINE		
BRYAN RADIOLOGY ASSOCIATES	242891	A	INMATE LAB/7-7-23/BRA309841		32.08
	12-565-405		PRISONER MEDICAL/MEDICINE		
CARD SERVICE CENTER	243207	A	WALMART BLEACH & OPC SPLS(T LEWIS)		102.95
	12-565-340		JAIL SUPPLIES		
CITY OF COLUMBUS	242963	R	JAIL UTILITIES THRU 7-15		5,183.90
	12-565-440		UTILITIES		
CITY OF COLUMBUS	242964	R	JAIL SPRINKLERS THRU 7-15		30.00
	12-565-494		GROUND MAINTENANCE		
COLUMBUS BEARING & INDUST	243227	A	CELL BENCH REP/CUST#201458		44.20
	12-565-450		JAIL REPAIRS		
COLUMBUS COMMUNITY HOSPITAL	242894	A	INMATE ER/6-25-23/#20509186		2,479.90
	12-565-405		PRISONER MEDICAL/MEDICINE		
COLUMBUS COMMUNITY HOSPITAL	242895	A	INMATE ER/6-15-23/#20509186		654.36
	12-565-405		PRISONER MEDICAL/MEDICINE		
COLUMBUS COMMUNITY HOSPITAL	243228	A	INMATE ER/7-24-23/#20513341		1,441.36
	12-565-405		PRISONER MEDICAL/MEDICINE		
COLUMBUS COMMUNITY HOSPITAL	243229	A	INMATE ER/7-3-23/#20510797		723.05
	12-565-405		PRISONER MEDICAL/MEDICINE		
COLUMBUS PLUMBING & SERVICE, INC.	242897	A	JAIL REPAIRS/INV#616		195.40
	12-565-450		JAIL REPAIRS		
CONCORD MEDICAL GROUP, PLLC	242900	A	INMATE DR SVC/7-7-23/#0120586282		101.00
	12-565-405		PRISONER MEDICAL/MEDICINE		
CONSTELLATION NEW ENERGY, INC.	243091	A	JAIL ELECTRICITY TO 7-28		5,171.99
	12-565-440		UTILITIES		
DOUBLE "C" PEST CONTROL	243148	A	JAIL PEST CONTROL/INV#12342		60.00
	12-565-495		PEST CONTROL		

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GUS GEORGE LAW ENFORCEMENT ACADEMY	242991	A	JAILER COURSE/INV#00315-2023	300.00
		12-565-426		SCHOOLS FOR JAILERS	
	GUS GEORGE LAW ENFORCEMENT ACADEMY	242992	A	JAILER COURSE/INV#00314-2023	300.00
		12-565-426		SCHOOLS FOR JAILERS	
	HUNTER ENVIRONMENTAL SOLUTIONS, LLC	243105	A	SEPTIC PUMPING/INV#278	1,525.00
		12-565-450		JAIL REPAIRS	
	LABATT FOOD SERVICE	242919	A	WEEKLY FOOD ORDER/INV#07275405	2,336.84
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	242920	A	WEEKLY FOOD ORDER/INV#07249169	2,736.25
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	242921	A	WEEKLY FOOD ORDER/INV#07203353	2,142.64
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	243001	A	WEEKLY FOOD ORDER/INV#07310725	2,142.64
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	243116	A	FOOD ORDERS/#08038710,08038711	2,499.87
		12-565-333		FOOD FOR PRISONERS	
	LEWIS EQUIPMENT CO.	243042	R	SEWER CLEANER FOR JAIL	770.35
		12-565-340		JAIL SUPPLIES	
	MOBILEXUSA	243242	A	JULY INMATE XRAYS/CLIENT#9915009	385.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	SOUTHERN HEALTH PARTNERS, INC	243123	A	SEPT 2023 INMATE MEDICAL/BASE48050	10,237.66
		12-565-405		PRISONER MEDICAL/MEDICINE	
	XEROX FINANCIAL SERVICES	242854	R	JAIL COPIER LEASE PYMT/INV4508595	250.00
		12-565-421		COPIER LEASE	
	DEPARTMENT TOTAL				41,908.65
0570-SUPERVISION & CORRECTIONS					
	GUADALUPE COUNTY JUVENILE SERVICES	242990	A	JULY SHORT TERM JUV SVCS/#23-0093	2,250.00
		12-570-433		DETENTION SERVICES	
	DEPARTMENT TOTAL				2,250.00
0575-MENTAL HEALTH & ALCOHOL					
	TRAVIS COUNTY CLERK	242947	A	MH COURT COSTS/CS#C-1-MH-23-001069	602.00
		12-575-438		MENTALLY ILL FEES	
	DEPARTMENT TOTAL				602.00
0580-VETERAN SERVICE OFFICER					
	CARD SERVICE CENTER	243191	A	VSO CELL PHONE (M LOWRANCE)	14.00
		12-580-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				14.00
0585-INFORMATION TECHNOLOGY					
	AMAZON CAPITAL SERVICES	243074	A	2 SURGE PROTCTRS/INV#11NC-6QJM-QW7G	110.00
		12-585-310		SUPPLIES/EQUIP UNDER \$500	
	CARD SERVICE CENTER	243214	A	(2)ADOBEPRO LICENSES(C SCHNEIDER)	64.92
		12-585-452		SOFTWARE/LICENSE SERVICES	
	CDN GOVERNMENT	243077	A	STRAETH LAPTOP/INV#JR78598	1,514.79
		12-585-532		EQUIPMENT OVER \$500	
	COMDATA	243233	A	IT JULY FUEL/ACCT#XY863	219.49
		12-585-454		VEHICLE MAINTENANCE	
	KARPEL SOLUTIONS	243000	A	ANNUAL PBK MAINT TO JULY'24/#63049	3,600.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TYLER TECHNOLOGIES, INC	243017	A	FINANCIALS PROJ MGMT/INV#025-432820	130.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TYLER TECHNOLOGIES, INC	243175	A	FINANCIALS PROJ MGMT/INV#025-433764	130.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	DEPARTMENT TOTAL				5,769.20
0640-CONTRACT SERVICES					

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HRNEKE FUNERAL HOME, LTD.	242917	A	REMOVE & TRANSPORT BODY 7-15-2023	920.00
	12-640-445		AUTOPSIES	
HENNEKE FUNERAL HOME, LTD.	242936	A	REMOVE & TRANSPORT BODY 7-24-2023	1,115.00
	12-640-445		AUTOPSIES	
HENNEKE FUNERAL HOME, LTD.	242937	A	REMOVE & TRANSPORT BODY 7-25-2023	1,115.00
	12-640-445		AUTOPSIES	
HENNEKE FUNERAL HOME, LTD.	243160	A	REMOVE & TRANSPORT BODY 8/7/23	1,485.00
	12-640-445		AUTOPSIES	
TRAVIS COUNTY MEDICAL EXAMINER	243128	A	AUTOPSY/23-03078/INV3300007408	3,778.00
	12-640-445		AUTOPSIES	
TRAVIS COUNTY MEDICAL EXAMINER	243129	A	AUTOPSY/23-02004/INV3300007381	3,778.00
	12-640-445		AUTOPSIES	
DEPARTMENT TOTAL				12,191.00
0645-INDIGENT HEALTH CARE				
COLUMBUS MEDICAL CLINIC	242896	A	IHC DR VISIT/6-21-23/#442791	50.63
	12-645-467		MEDICAL, IHC	
INDIGENT HEALTHCARE SOLUTIONS, LTD	242918	A	SEPT IHC PROFESSIONAL SVCS/INV76174	1,059.00
	12-645-452		SOFTWARE LICENSE	
DEPARTMENT TOTAL				1,109.63
0665-AGRI EXTENSION SERVICE				
COLORADO COUNTY CITIZEN	242987	A	ANNUAL SUBSCRIPTION/EXT OFFICE	46.00
	12-665-310		SUPPLIES/EQUIPMENT UNDER \$500	
COMDATA	243236	A	AGRI LIFE JULY FUEL/ACCT#XY863	270.87
	12-665-429		TRAVEL ALLOWANCE	
JA'SHAE CARTER	242999	A	MEALS FOR CONF	40.00
	12-665-429		TRAVEL ALLOWANCE	
LARAMIE KETTLER	243002	A	7/14 TO 7/30 MILEAGE	156.55
	12-665-429		TRAVEL ALLOWANCE	
LARAMIE KETTLER	243003	A	BEEF CATTLE VACCINE DEMONSTRATION	20.60
	12-665-312		SUPPLIES - AG DEMO ACCT	
TIME WARNER CABLE ENTERPRISES LLC	242843	R	INTERNET @ AG BLDG	130.68
	12-665-420		COMMUNICATIONS EXPENSE	
VERIZON WIRELESS	243061	R	CELLULAR SERVICE	37.99
	12-665-420		COMMUNICATIONS EXPENSE	
XEROX FINANCIAL SERVICES	242856	R	AG EXT COPIER LEASE PYMT/INV4508595	477.77
	12-665-421		XEROX EXPENSE	
DEPARTMENT TOTAL				1,180.46
0695-MISCELLANEOUS				
AQUA BEVERAGE COMPANY	242977	A	COOLER RENT & WATER/ACCT#008033	139.75
	12-695-444		SAFETY/HEALTH & WELLNESS	
BAUMGART AGENCY LLC	242889	A	DIST CLERK BLANKET BOND/#72194004	199.34
	12-695-480		BONDS	
CARD SERVICE CENTER	243183	A	POSTAGE LABELS FOR MACHINE (JOYCE G)	126.11
	12-695-311		POSTAGE & BOX RENT	
CARD SERVICE CENTER	243187	A	MEMSHP TO TX SMARTBUY (M LOWRANCE)	100.00
	12-695-491		UNIFORMS	
FP FINANCE PROGRAM	242860	R	MAIL MACHINE LEASE/INV#34472299	177.00
	12-695-311		POSTAGE & BOX RENT	
KM&L, LLC	242866	R	COMPLETION OF AUDIT SVCS/12-31-22	9,000.00
	12-695-401		ACCOUNTING/AUDITING FEES	
LANGFORD COMMUNITY MGMT SVCS	243241	A	ESTABLISHMENT RECORDKEEPING SYSTEM	15,400.00
	12-695-574		CONTINGENCIES	
PRESTIGE OFFICE PRODUCTS, LLC	242931	A	COPY PAPER/ING#129830	55.99
	12-695-331		COPIER SUPPLIES	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 13
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
TIME WARNER CABLE ENTERPRISES LLC	242844	R	FIBER INTERNET @ ANNEX	854.46
	12-695-420		COMMUNICATIONS EXPENSE (DSL)	
TX UCC STATEMENT SERVICE	242969	R	FIN STATMNT FORM FOR MACQUARIE EQUIP	90.00
	12-695-419		PROFESSIONAL SERVICES	
DEPARTMENT TOTAL				26,142.65
FUND TOTAL				691,521.19

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0013 RECORDS PRESERVATION FUND CYCLE: ALL PAGE 14
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNT				
PAYROLL FUND	242868	R	TRANSFER TO COVER/07-16 to 7-31 P/R	552.79
	13-200-120		PAYROLL TRANSFER CLEARING ACCT	
DEPARTMENT TOTAL				552.79
0613-RECORDS PRESERVATION				
VISTA SOLUTIONS GROUP, LP	243249	A	ANNUAL SUBSCRIPTION 9/16/23-9/15/24	4,400.00
	13-613-451		RECORDS PRESERVATION	
DEPARTMENT TOTAL				4,400.00
FUND TOTAL				4,952.79

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 15
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
CARD SERVICE CENTER	243189	A	AIRPORT ELEC TO 6/19(M LOWRANCE)	237.64
	14-520-440		UTILITIES	
SAN BERNARD ELECTRIC COOP, INC.	242939	A	AIRPORT ELECT TO 7-19/#1060800	256.08
	14-520-440		UTILITIES	
TRI-COUNTY PETROLEUM, INC.	242948	A	2,500GAL JET A/INV#7-106978	7,612.25
	14-520-330		AV GAS & JET A FUEL	
DEPARTMENT TOTAL				8,105.97
FUND TOTAL				8,105.97

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 16
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242869	R	TRANSFER TO COVER/07-16 to 7-31 P/R	20,662.30
		21-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				20,662.30
0621-R&B #1 TOTAL DISBURSEMENTS					
	A-LINE AUTO PARTS	243065	A	OIL & FRCOM/CUST#45768	316.20
		21-621-330		FUEL & LUBRICANTS	
	COLUMBUS BEARING & INDUST	243081	A	FILTERS/CUST#201425	176.47
		21-621-355		REPAIR MATERIALS	
	DOUG WESSELS	243237	A	AUG CELL PHONE REIMB	40.00
		21-621-420		COMMUNICATIONS EXPENSE	
	HARRY FREUDENBERG	243159	A	AUG CELL PHONE REIMB	20.00
		21-621-420		COMMUNICATIONS EXPENSE	
	J & W FARM AND RANCH	243162	A	TOOLS/CUST#750	91.80
		21-621-356		HAND TOOLS & EQUIPMENT	
	J & W FARM AND RANCH	243163	A	REPAIR PARTS/CUST#750	7.72
		21-621-355		REPAIR MATERIALS	
	J & W FARM AND RANCH	243164	A	REFRIGERANT/CUST#750	24.45
		21-621-330		FUEL & LUBRICANTS	
	J & W PARTS	243110	A	BATTERIES/CUST#1430	404.96
		21-621-354		BATTERIES, TIRES & TUBES	
	J & W PARTS	243111	A	PARTS/CUST#1430	240.16
		21-621-355		REPAIR MATERIALS	
	J & W PARTS	243112	A	OIL & REFRIGERANT/CUST#1430	270.53
		21-621-330		FUEL & LUBRICANTS	
	MICHAEL HUNDL	242926	A	JULY CELL PHONE REIMB	20.00
		21-621-420		COMMUNICATIONS EXPENSE	
	O'REILLY AUTO PARTS	243168	A	PARTS/CUST#1260718	36.98
		21-621-355		REPAIR MATERIALS	
	PRIHODA GRAVEL CO.	243120	A	1,620YDS PITRUN&PROCESS GRVL/#14627	8,268.00
		21-621-350		R&B MATERIALS	
	ROCK ISLAND WATER SUPPLY CORP.	243050	R	PCT1 WATER THRU 7-31-23/ACCT#14	31.00
		21-621-440		UTILITIES	
	RURAL TELECOMMUNICATIONS OF AMERICA	243014	A	PCT1 INTERNET/ACCT#1869	50.00
		21-621-420		COMMUNICATIONS EXPENSE	
	SAN BERNARD ELECTRIC COOPERATIVE	242942	A	PCT1 ELECTRICITY TO 7-26/#1180600	186.00
		21-621-440		UTILITIES	
	SUN COAST RESOURCES, INC.	243172	A	384GL GAS,975GL DIES,402GL DDIES	5,540.06
		21-621-330		FUEL & LUBRICANTS	
	SUN COAST RESOURCES, INC.	243173	A	430GL GAS, 901GL DIES, 600GL DDIES	5,177.58
		21-621-330		FUEL & LUBRICANTS	
	TEXAS DISPOSAL SYSTEMS, INC.	242882	R	AUGUST TRASH SVC/ACCT#10-11675	206.97
		21-621-440		UTILITIES	
	UNIFIRST CORPORATION	243178	A	SHOP SUPPLIES/INV#2680030186	42.00
		21-621-325		SHOP SUPPLIES	
	UNIFIRST CORPORATION	243179	A	UNIFORMS/2680030186,2680030891,	211.11
		21-621-491		UNIFORMS	
	VERIZON WIRELESS	243056	R	CELLULAR SERVICE	75.98
		21-621-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				21,437.97
	FUND TOTAL				42,100.27

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 17
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARR:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242870	R	TRANSFER TO COVER/07-16 to 7-31 P/R	15,345.16
		22-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				15,345.16
0622-PCT #2 TOTAL DISBURSEMNTS					
	ALLEYTON RESOURCE COMPANY LLC	242888	A	357.44TONS 5/8"GRAVEL/2560658,56165	7,323.04
		22-622-350		R&B MATERIALS	
	ALLEYTON RESOURCE COMPANY LLC	243067	A	255.12 TONS 5/8" GRAVEL/CUST#6262	5,102.40
		22-622-350		R&B MATERIALS	
	CENTERPOINT ENERGY	243045	R	PCT2 GAS THRU 7-24/ACCT#2926603-8	49.69
		22-622-440		UTILITIES	
	CINTAS CORPORATION	242892	A	SHOP SPS/#4162078348,4162737948	7.58
		22-622-325		SHOP SUPPLIES	
	CINTAS CORPORATION	242893	A	UNIFORMS/#4162078348,4162737948	195.54
		22-622-491		UNIFORMS	
	CINTAS CORPORATION	243078	A	SHOP SUPPLIES/INV#4163423460	12.64
		22-622-325		SHOP SUPPLIES	
	CINTAS CORPORATION	243079	A	UNIFORMS/INV#4163423460	97.47
		22-622-491		UNIFORMS	
	CITY OF WEIMAR	242967	R	PCT2 UTILITES THRU 7-17	155.98
		22-622-440		UTILITIES	
	COLORADO CO TAX ASSESSOR/COLLECTOR	243080	A	RENEW LP#9012460 WISC TRAILER	7.50
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	COLORADO VALLEY TELEPHONE CO	243049	R	PCT2 INTERNET & PHONE/ACCT#125086	257.58
		22-622-420		COMMUNICATIONS EXPENSE	
	DSS DRIVING SAFETY SERVICES, LLC	242912	A	PRE EMPLYMNT TESTING/INV#23-1488840	90.00
		22-622-417		CDL DRUG TESTING	
	EDWARD J. SEIFERT OIL CO.	242913	A	7.5GAL DEF/INV#67815	52.50
		22-622-330		FUEL & LUBRICANTS	
	H & C CONSTRUCTION COMPANY, INC.	243104	A	ROCK ON CR209/INV#202332	73,540.65
		22-622-486		R&B CONSTRUCTION	
	KIMBALL, MIDWEST	243114	A	WASHERS & BOLTS/INV#101302168	39.56
		22-622-325		SHOP SUPPLIES	
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	243115	A	STARTER FOR PATCH TRUCK/INV#114224	334.14
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	M-G FARM SERVICE CENTER	242923	A	SPRAYTRK HOSE REPAIR/CUST#3310	5.77
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	M-G FARM SERVICE CENTER	242924	A	SHOP SUPPLIES/CUST#3310	38.97
		22-622-325		SHOP SUPPLIES	
	M-G FARM SERVICE CENTER	242925	A	50 BAGS WHITE LIME/CUST#3310	449.50
		22-622-350		R&B MATERIALS	
	MUSTANG CAT	243117	A	TEETH/INV#PART6332518, PART6329625	871.20
		22-622-355		REPAIR MATERIALS	
	NUCCBS POWER EQUIPMENT	243118	A	HYD HOSE REPAIR/INV#45277V	703.05
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	PAVEMENT TECHNOLOGIES INTL GROUP	243038	R	STRATOS 600GAL ASPHALT DISTRIBUTOR	19,995.00
		22-622-572		ROAD EQUIPMENT	
	PAVEMENT TECHNOLOGIES INTL GROUP	243039	R	AMERISPREADER FOR CHIP SEALING	4,500.00
		22-622-572		ROAD EQUIPMENT	
	STAVINOHAI TIRE PROS LLC	243125	A	TIRE REPAIR/INV#111742,112431	93.40
		22-622-354		BATTERIES, TIRES & TUBES	
	TRAFCO INDUSTRIES INC.	243126	A	15 BURN BAN SIGNS/INV#53478	1,020.00
		22-622-352		SIGNS	
	VERIZON WIRELESS	243057	R	CELLULAR SERVICE	37.99
		22-622-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				114,981.15
	FUND TOTAL				130,326.31

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0031 ELECTION SERVICES CONTRACT FUND CYCLE: ALL PAGE 21
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0610-ELECTION SERVICES CONTRACT				
TARA	243174	A	(2) FY24 CONF REGISTRATIONS & DUES	750.00
	31-610-310		ELECTION SUPPLIES	
DEPARTMENT TOTAL				750.00
FUND TOTAL				750.00

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0055 LAW LIBRARY FUND CYCLE: ALL PAGE 23
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0650-TOTAL LAW BOOKS PURCHASED					
	RELX INC.	243007	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	59.48
		55-650-423		LAW BOOKS	
	RELX INC.	243008	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	59.42
		55-650-423		LAW BOOKS	
	DEPARTMENT TOTAL				118.90
	FUND TOTAL				118.90

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 25
TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
NAME-OF-VENDOR				
GRAND TOTAL				1,378,556.97

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

August 14, 2023

_24. County Investment Officer's Investment Report for July 2023.

Joyce Guthmann stated the interest rate ending July 2023 was 5.72%. The total interest earned for July was \$137,374.79.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

*COLORADO
COUNTY*

INVESTMENT REPORT

**JULY
2023**

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

August 14, 2023

COLORADO COUNTY INDUSTRY STATE BANK CHECKING ACCOUNTS			
July 31, 2023			
5.72%			
ACCOUNT		INTEREST EARNED	
COLORADO COUNTY	MAINTENANCE	110,522.90	
COLORADO COUNTY	PAYROLL	1,573.12	
COLORADO COUNTY	SHERIFF'S ACCOUNT	0.40	*
KIMBERLY MENKE	COUNTY CLERK	97.71	*
VALERIE HARMON	DISTRICT CLERK	31.55	*
COUNTY ATTORNEY	TRUST ACCOUNT	1.22	*
ERICA KOLLAJA	TAX ASSESSOR/COLLECTOR	43.95	*
ERICA KOLLAJA	TAC, LICENSE ACCT	1,111.46	*
		\$ 1,286.29	
TOTAL EARNED INTEREST		\$ 113,382.31	
AMERICAN RESCUE PLAN	GENERAL	21,323.93	
COLORADO COUNTY	SHERIFF'S FORFEITURE ACCT.	223.44	
COUNTY ATTORNEY	SEIZURE FUND	969.42	
COUNTY ATTORNEY	FORFEITURE FUND	1,475.69	
TOTAL JULY 2023 INTEREST EARNED		137,374.79	
*NOTE: INTEREST EARNED ON FEE OFFICE ACCOUNTS TRANSFERRED TO GENERAL FUND ON AUGUST 1, 2023		1,286.29	
TOTAL JULY 2023 INTEREST EARNED		\$ 136,088.50	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

COLORADO COUNTY INDUSTRY STATE BANK MAINTENANCE ACCOUNT July 31, 2023 5.72%		
FUND TITLE	Book Balance of JULY 31, 2023	Interest Earned
GENERAL FUND (INCLUDES HOT CHK, LAW LIBR, HIST COMM)	\$ 11,992,017.63	\$ 63,481.24
RECORDS PRESERVATION	\$ 821,354.52	\$ 4,203.63
AIRPORT FUND	\$ 137,771.98	\$ 705.11
R&B PCT #1	\$ 2,055,561.29	\$ 10,520.21
R&B PCT #2	\$ 1,825,398.79	\$ 9,342.26
R&B PCT #3	\$ 2,490,222.83	\$ 12,744.78
R&B PCT #4	\$ 1,514,743.37	\$ 7,752.35
ELECTIONS	\$ 37,211.96	\$ 190.45
HAVA CARES FUND	\$ 3,787.15	\$ 19.38
LEOSE FUND	\$ 32,788.25	\$ 167.81
SECURITY FUND	\$ 28,532.33	\$ 146.03
JUSTICE COURT TECHNOLOGY	\$ 18,451.52	\$ 94.43
CO & DIST COURT TECH FUND	\$ 34,449.21	\$ 176.31
INTEREST & SINKING	\$ 601,950.83	\$ 973.78
CAPITAL PROJECTS FUND	\$ 1,003.20	\$ 5.13
TOTAL INTEREST DISTRIBUTION	\$ 21,595,244.86	\$ 110,522.90

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

August 14, 2023

**2023 COLLECTIONS
J.P.'S-COUNTY CLERK-DISTRICT CLERK-EMS**

	J.P. #1	J.P. #2	J.P. #3	J.P. #4	COUNTY CLERK	DISTRICT CLERK	EMS
JANUARY	\$ 22,164.95	\$ 13,172.10	\$ 13,995.24	\$ 15,619.02	\$ 37,891.03	\$ 14,407.60	\$ 100,929.77
FEBRUARY	\$ 27,040.85	14,259.31	\$ 14,907.48	\$ 11,721.20	\$ 35,805.00	\$ 22,259.40	\$ 105,375.65
MARCH	\$ 25,180.27	\$ 21,413.60	\$ 14,257.43	\$ 11,081.60	\$ 46,900.54	\$ 15,225.70	\$ 105,631.78
APRIL	\$ 15,567.95	\$ 10,134.20	\$ 9,890.21	\$ 10,171.63	\$ 40,371.50	\$ 13,125.31	\$ 130,951.40
MAY	\$ 14,862.90	\$ 8,996.70	\$ 7,613.97	\$ 10,361.03	\$ 35,887.45	\$ 14,644.98	\$ 158,406.28
JUNE	\$ 18,450.90	\$ 9,866.76	\$ 9,104.38	\$ 10,002.20	\$ 35,299.75	\$ 17,162.97	\$ 142,341.31
JULY	\$ 13,834.80	\$ 7,780.00	\$ 6,043.87	\$ 12,211.96	\$ 32,205.35	\$ 9,832.14	\$ 131,165.26
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
TOTALS	\$ 137,102.62	\$ 85,622.67	\$ 75,812.58	\$ 81,168.64	\$ 264,360.62	\$ 106,658.10	\$ 874,801.45

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

August 14, 2023

25. Affidavit approving County Investment Officer's Report for July 2023.

Motion by Judge Prause to approve an affidavit approving County Investment Officer's Report for July 2023; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

Commissioners Court
County of Colorado

AFFIDAVIT

Colorado County Investment Report

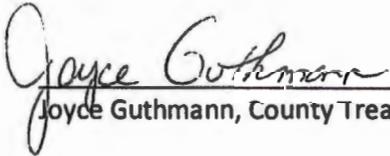
On this the 14th day of August, 2023 the Commissioners' Court of Colorado County, Texas considered the following affidavit:

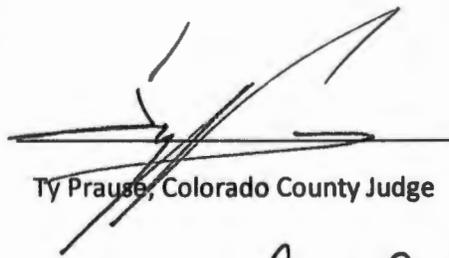
WHEREAS, the Public Funds Investment Act of Texas, Section 2256

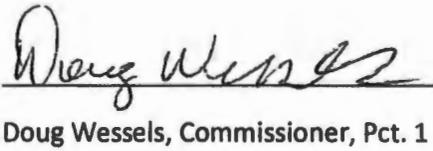
WHEREAS, the Colorado County Commissioners' Court has reviewed the monthly investment report and hereby support the objectives and strategies of the policy.

THEREFORE, that the Colorado County Investment Report is

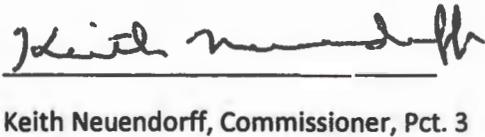
Approved on this 14th day of August 2023.

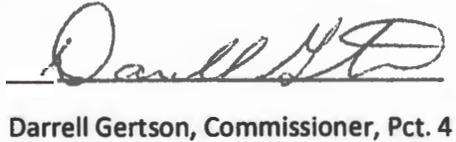

Joyce Guthmann, County Treasurer

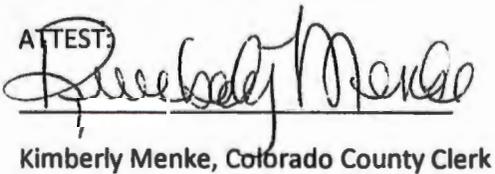

Ty Prause, Colorado County Judge

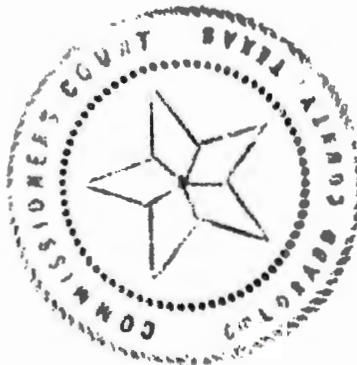

Doug Wessels, Commissioner, Pct. 1


Ryan Brandt, Commissioner, Pct. 2


Keith Neuendorff, Commissioner, Pct. 3


Darrell Gertson, Commissioner, Pct. 4

ATTEST:

Kimberly Menke, Colorado County Clerk



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

August 14, 2023

_26. County Treasurer's Monthly Report for July 2023.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

*COLORADO
COUNTY*

TREASURER'S REPORT

JULY

2023

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

August 14, 2023

COLORADO COUNTY TREASURER'S RECONCILIATION REPORT								
JULY 31, 2023								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 11,826,028.95	\$ 209,856.17	\$ -			\$ 63,481.24	\$ 12,099,366.36
13-010-100	RECORDS PRESERVATION	\$ 821,354.52	\$ -				\$ 4,203.63	\$ 825,558.15
14-010-100	AIRPORT FUND	\$ 137,771.98	\$ 10,951.25				\$ 705.11	\$ 149,428.34
21-010-100	R & B - PCT. #1	\$ 2,055,561.29	\$ 1,083.37				\$ 10,520.21	\$ 2,067,164.87
22-010-100	R & B - PCT. #2	\$ 1,825,398.79	\$ 3,350.94				\$ 9,342.26	\$ 1,838,091.99
23-010-100	R & B - PCT. #3	\$ 2,490,222.83	\$ 4,355.48				\$ 12,744.78	\$ 2,507,323.09
24-010-100	R & B - PCT.#4	\$ 1,514,743.37	\$ 874.74				\$ 7,752.35	\$ 1,523,370.46
31-010-100	ELECTION FUND	\$ 37,211.96	\$ -				\$ 190.45	\$ 37,402.41
32-010-100	HAVA CARES ACT	\$ 3,787.15	\$ -				\$ 19.38	\$ 3,806.53
45-010-100	LEOSE FUND	\$ 32,788.25	\$ -				\$ 167.81	\$ 32,956.06
50-010-100	SECURITY FUND	\$ 28,532.33	\$ -				\$ 146.03	\$ 28,678.36
55-010-100	LAW LIBRARY	\$ 147,222.78	\$ -				\$ -	\$ 147,222.78
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 18,451.52	\$ -				\$ 94.43	\$ 18,545.95
62-010-100	CO & DIST COURT TECH FUND	\$ 34,449.21	\$ -				\$ 176.31	\$ 34,625.52
65-010-100	HISTORICAL COMMISSION	\$ 6,450.38	\$ -				\$ -	\$ 6,450.38
70-010-100	CAPITAL PROJECTS FUND	\$ 1,003.20	\$ -				\$ 5.13	\$ 1,008.33
75-010-100	INTEREST & SINKING	\$ 601,950.83	\$ 155,287.50				\$ 973.78	\$ 758,212.11
80-010-100	HOT CHECK FUND	\$ 12,275.50					\$ -	\$ 12,275.50
	GROUP TOTAL	\$ 21,595,204.84	\$ 385,759.45	\$ -	\$ -	\$ -	\$ 110,522.90	\$ 22,091,487.19
90-010-120	PAYROLL	\$ 8,009.60	\$ 429,640.69				\$ 1,573.12	\$ 439,223.41
15-010-150	FORFEITURE FUND - SHERIFF	\$ 45,709.36					\$ 223.44	\$ 45,932.80
16-010-160	AMERICAN RESUE PLAN	\$ 4,380,053.74					\$ 21,323.93	\$ 4,401,377.67
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 302,880.49	\$ -				\$ 1,475.69	\$ 304,356.18
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 199,124.27	\$ -				\$ 969.42	\$ 200,093.69
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 11,516.84	\$ -				\$ -	\$ 11,516.84
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	REPORT TOTAL	\$ 26,542,499.14	\$ 815,400.14	\$ -	\$ -	\$ -	\$ 136,088.50	\$ 27,493,987.78

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

August 14, 2023

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CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
128020	ARMANDO MESA, JR.	I	02-24-2023	02-24-2023	12.00
128023	BARBARA MITCHEM	I	02-24-2023	02-24-2023	12.00
128028	BRITTANY VASQUEZ	I	02-24-2023	02-24-2023	12.00
128029	CAMERON FREY	I	02-24-2023	02-24-2023	12.00
128037	CHARLES CERNOCH	I	02-24-2023	02-24-2023	12.00
128041	CORY FRITZ	I	02-24-2023	02-24-2023	12.00
128052	DOUGLAS KAMENSKI	I	02-24-2023	02-24-2023	12.00
128059	GREGARIO ROSALES	I	02-24-2023	02-24-2023	12.00
128062	IAN RHODES	I	02-24-2023	02-24-2023	12.00
128074	JOHN BARTEN	I	02-24-2023	02-24-2023	12.00
128079	KAREN SISSOM	I	02-24-2023	02-24-2023	12.00
128091	MANUEL LEYENDECKER	I	02-24-2023	02-24-2023	12.00
128100	MICHAEL HEMPHILL	I	02-24-2023	02-24-2023	12.00
128102	MICHAEL TWITTY	I	02-24-2023	02-24-2023	12.00
128110	RANDY EPPS	I	02-24-2023	02-24-2023	12.00
128114	RUSSELL CONRAD	I	02-24-2023	02-24-2023	12.00
128116	SAMMY DUNCAN	I	02-24-2023	02-24-2023	12.00
128119	SEAN McCORKLE	I	02-24-2023	02-24-2023	12.00
128123	SHAWN FALDYN	I	02-24-2023	02-24-2023	12.00
128126	TRAVION CARTER	I	02-24-2023	02-24-2023	12.00
128320	MICHAEL FURRH	I	03-13-2023	03-13-2023	9.20
128643	CARSON MATTOON	I	04-12-2023	04-12-2023	12.00
128644	CHRISTINE MUELLER	I	04-12-2023	04-12-2023	12.00
128649	DEBORAH PETROSKY	I	04-12-2023	04-12-2023	12.00
128652	ERIC SUPAK	I	04-12-2023	04-12-2023	12.00
128654	FRANCISCO VAZQUEZ	I	04-12-2023	04-12-2023	12.00
128657	GINA HANNAH	I	04-12-2023	04-12-2023	12.00
128661	JASON KEEPERS	I	04-12-2023	04-12-2023	12.00
128662	JEFFREY OSBURN	I	04-12-2023	04-12-2023	12.00
128666	JOHN HOOD	I	04-12-2023	04-12-2023	12.00
128677	MARK COWART	I	04-12-2023	04-12-2023	12.00
128680	NANCY COLE	I	04-12-2023	04-12-2023	12.00
128692	ROGER MEINECKE	I	04-12-2023	04-12-2023	12.00
128694	RYAN SCHOBEL	I	04-12-2023	04-12-2023	12.00
128696	SHELLI LAAKE	I	04-12-2023	04-12-2023	12.00
128699	THEODORE FRANCIS, JR.	I	04-12-2023	04-12-2023	12.00
128700	TIFFANY LAUZON	I	04-12-2023	04-12-2023	12.00
128954	EMILY HENNEKE	I	05-09-2023	05-09-2023	100.00
128963	ABEL RIVERA, JR.	I	05-10-2023	05-10-2023	12.00
128964	ALICIA TRUCHARD	I	05-10-2023	05-10-2023	12.00
128969	ASHLEY HERNANDEZ	I	05-10-2023	05-10-2023	12.00
128972	BOBBI SANDERS	I	05-10-2023	05-10-2023	12.00
128974	BRITTANY SIMS	I	05-10-2023	05-10-2023	12.00
128977	CHAD GONZALES	I	05-10-2023	05-10-2023	12.00
128981	CONNIE LLANOS	I	05-10-2023	05-10-2023	12.00
128985	DANIEL REMLINGER	I	05-10-2023	05-10-2023	12.00
128990	DEANNA FOBBS	I	05-10-2023	05-10-2023	12.00
128991	DEBRA FELTY	I	05-10-2023	05-10-2023	12.00
128994	DONNA COLEMAN	I	05-10-2023	05-10-2023	12.00
129006	HAYLEE GLAZE	I	05-10-2023	05-10-2023	12.00
129008	JARON CORNETT	I	05-10-2023	05-10-2023	12.00
129018	KARLA MILLER	I	05-10-2023	05-10-2023	12.00
129020	KEVIN MOORE	I	05-10-2023	05-10-2023	12.00
129027	LIZ ROCHA	I	05-10-2023	05-10-2023	12.00
129037	PETE MASSON	I	05-10-2023	05-10-2023	12.00
129039	RACHEL SONE	I	05-10-2023	05-10-2023	12.00
129043	RON ROBICHAUX	I	05-10-2023	05-10-2023	12.00
129049	SABRINA GARAMILLO	I	05-10-2023	05-10-2023	12.00

**MINUTES OF THE COLORADO COUNTY
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CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
129060	TROY CLARK	I	05-10-2023	05-10-2023	12.00
129063	VICTOR ESPINOSA, JR.	I	05-10-2023	05-10-2023	12.00
129064	VIRGINIA PRAUSE	I	05-10-2023	05-10-2023	12.00
129090	CLIFFORD SCHINDLER	I	05-22-2023	05-22-2023	8.64
129241	DAVID B. BROOKS	I	06-12-2023	06-12-2023	100.00
129353	BRYAN RADIOLOGY ASSOCIATES	I	06-26-2023	06-26-2023	131.52
129440	ALONDRA CASTILLO	I	06-29-2023	06-29-2023	40.00
129462	CLASSIC CHEVROLET FLEET & COMMERCIA	I	07-10-2023	07-10-2023	123,500.00
129471	CURTIS VAN HOUTEN, PLLC	I	07-10-2023	07-10-2023	375.00
129518	RAYMOND RUSSELL THOMAS, JR	I	07-10-2023	07-10-2023	375.00
129526	SOUTH TEXAS FORENSIC PSYCHOLOGY	I	07-10-2023	07-10-2023	800.00
129528	SUNBELT LABORATORIES	I	07-10-2023	07-10-2023	307.94
129532	TEAFCS DISTRICT 11	I	07-10-2023	07-10-2023	240.00
129551	WHEN TO WORK	I	07-10-2023	07-10-2023	360.00
129552	XEROX BUSINESS SOLUTIONS SOUTHWEST	I	07-10-2023	07-10-2023	277.97
129554	ALEXA RANGEL	I	07-11-2023	07-11-2023	12.00
129555	AMIRAH TREVINO	I	07-11-2023	07-11-2023	12.00
129557	ANA DELAIRE BLANCO	I	07-11-2023	07-11-2023	12.00
129561	BRANDON TEAGUE	I	07-11-2023	07-11-2023	12.00
129563	CASON SUNDERMAN	I	07-11-2023	07-11-2023	12.00
129564	CHRISTIAN GONZALES	I	07-11-2023	07-11-2023	12.00
129566	CRAIG POENITZSCH	I	07-11-2023	07-11-2023	12.00
129568	FANNISHIA FOSTER	I	07-11-2023	07-11-2023	20.00
129569	GREGORY CARLIN, JR.	I	07-11-2023	07-11-2023	12.00
129570	HEATHER PAVLU	I	07-11-2023	07-11-2023	12.00
129571	HILLARY AGUILAR	I	07-11-2023	07-11-2023	12.00
129572	HOMER HURST	I	07-11-2023	07-11-2023	20.00
129575	JEFFERY DUGIE	I	07-11-2023	07-11-2023	12.00
129579	JULIE WICK	I	07-11-2023	07-11-2023	12.00
129589	PATRICK GOLD	I	07-11-2023	07-11-2023	20.00
129590	PAUL MARSALIA	I	07-11-2023	07-11-2023	12.00
129591	RAUL DAVILA, JR	I	07-11-2023	07-11-2023	12.00
129592	RENDI YANEZ	I	07-11-2023	07-11-2023	12.00
129593	RICHARD RAY	I	07-11-2023	07-11-2023	20.00
129595	ROBIN PEAN	I	07-11-2023	07-11-2023	12.00
129597	SANDRA GLUECK	I	07-11-2023	07-11-2023	12.00
129600	STEVEN FAAS	I	07-11-2023	07-11-2023	12.00
129601	TARA DILLEY	I	07-11-2023	07-11-2023	12.00
129602	TONY McCORD	I	07-11-2023	07-11-2023	12.00
129603	TRACY FLOYD	I	07-11-2023	07-11-2023	12.00
129604	TRAVIS MELVIN	I	07-11-2023	07-11-2023	12.00
129605	WARREN GUTHAMNN	I	07-11-2023	07-11-2023	12.00
129606	XZAVIER VEGA-ORTIZ	I	07-11-2023	07-11-2023	20.00
129612	DESTINEE MASON	I	07-18-2023	07-18-2023	12.00
129616	KELLY RANDERMANN	I	07-18-2023	07-18-2023	12.00
129617	MARSHA ROLLINS	I	07-18-2023	07-18-2023	12.00
129619	PATRICIA FLORES	I	07-18-2023	07-18-2023	12.00
129620	RANDY STAVINOHA	I	07-18-2023	07-18-2023	12.00
129622	RICHARD LAUGHLIN	I	07-18-2023	07-18-2023	12.00
129632	A & A OIL CO., INC.	I	07-24-2023	07-24-2023	984.90
129635	ADEPT CONTROLS	I	07-24-2023	07-24-2023	450.00
129636	AMAZON CAPITAL SERVICES	I	07-24-2023	07-24-2023	1,890.84
129638	BANNER PRESS NEWSPAPER, INC.	I	07-24-2023	07-24-2023	1,332.00
129641	BERNARDO FARM & RANCH	I	07-24-2023	07-24-2023	500.74
129644	BRYAN RADIOLOGY ASSOCIATES	I	07-24-2023	07-24-2023	47.58
129651	CINTAS CORPORATION	I	07-24-2023	07-24-2023	205.66
129652	CLINICAL SOLUTIONS PHARMACY	I	07-24-2023	07-24-2023	8,275.78
129657	COLUMBUS MEDICAL CLINIC	I	07-24-2023	07-24-2023	241.45

**MINUTES OF THE COLORADO COUNTY
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129661	CONSTELLATION NEW ENERGY, INC.	I	07-24-2023	07-24-2023	10,454.89
129664	D. CRAIG PEIKERT	I	07-24-2023	07-24-2023	2,350.00
129665	DARRELL GERTSON	I	07-24-2023	07-24-2023	480.77
129669	DON'S REPAIR SHOP	I	07-24-2023	07-24-2023	3,101.18
129680	GARWOOD LUMBER	I	07-24-2023	07-24-2023	79.00
129682	GREENWALT COURT REPORTING	I	07-24-2023	07-24-2023	3,350.08
129683	GREG KLOESEL	I	07-24-2023	07-24-2023	40.00
129684	GUADALUPE COUNTY JUVENILE SERVICES	I	07-24-2023	07-24-2023	10,000.00
129689	J & W PARTS	I	07-24-2023	07-24-2023	163.61
129696	LEGACY FUNERAL SERVICES OF TX, LLC	I	07-24-2023	07-24-2023	295.00
129701	MOBILEXUSA	I	07-24-2023	07-24-2023	714.00
129703	NETDATA	I	07-24-2023	07-24-2023	9,895.00
129705	O'REILLY AUTO PARTS	I	07-24-2023	07-24-2023	1,697.17
129706	OMNIBASE SERVICES OF TEXAS	I	07-24-2023	07-24-2023	312.00
129709	PRESTIGE OFFICE PRODUCTS, LLC	I	07-24-2023	07-24-2023	860.30
129710	PRIHODA GRAVEL CO.	I	07-24-2023	07-24-2023	408.00
129711	QUADMED, INC.	I	07-24-2023	07-24-2023	853.01
129712	SAM'S CLUB/SYNCHRONY BANK	I	07-24-2023	07-24-2023	169.20
129713	SCHNEIDER TIRE & LUBE LLC	I	07-24-2023	07-24-2023	210.42
129714	SOHA HAYDARI	I	07-24-2023	07-24-2023	10.00
129715	SOUTHERN HEALTH PARTNERS, INC	I	07-24-2023	07-24-2023	10,237.66
129722	TEXAS STATE UNIVERSITY	I	07-24-2023	07-24-2023	100.00
129723	THE BANK OF NEW YORK MELON	I	07-24-2023	07-24-2023	155,287.50
129724	TIME WARNER CABLE ENTERPRISES LLC	I	07-24-2023	07-24-2023	2,761.75
129725	TRACTOR SUPPLY CREDIT PLAN	I	07-24-2023	07-24-2023	21.31
129727	TREHOUSE EMBROIDERY	I	07-24-2023	07-24-2023	16.00
129728	TRI-COUNTY PETROLEUM, INC.	I	07-24-2023	07-24-2023	11,746.04
129730	ULINE	I	07-24-2023	07-24-2023	1,693.33
129733	VOCEON	I	07-24-2023	07-24-2023	952.00
129734	WALLER COUNTY ASPHALT, INC	I	07-24-2023	07-24-2023	3,094.35
129735	WEIMAR MERCURY	I	07-24-2023	07-24-2023	63.75
129740	CARD SERVICE CENTER	I	07-26-2023	07-26-2023	439.05
129741	CITY OF EAGLE LAKE	I	07-26-2023	07-26-2023	113.96
129743	XEROX FINANCIAL SERVICES	I	07-26-2023	07-26-2023	2,400.54
129744	KM&L, LLC	I	07-26-2023	07-26-2023	9,000.00
129746	ANDREW HARBICH	I	07-28-2023	07-28-2023	40.00
129747	HOMER HURST	I	07-28-2023	07-28-2023	40.00
129748	JANINE SHAW	I	07-28-2023	07-28-2023	40.00
129749	JOSE RANGEL	I	07-28-2023	07-28-2023	40.00
129750	KASANDRA WILLIAMS	I	07-28-2023	07-28-2023	40.00
129751	PATRICK GOLD	I	07-28-2023	07-28-2023	40.00
129752	RICHARD RAY	I	07-28-2023	07-28-2023	40.00
129753	SHERRIE MENDOZA	I	07-28-2023	07-28-2023	40.00
129754	TEXAS DISPOSAL SYSTEMS, INC.	I	07-28-2023	07-28-2023	358.36

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

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UN-POSTED CHECKS	0	0.00
CHECKS ISSUED	160	385,759.45
CHECKS CASHED	0	0.00
VOID CHECKS	0	0.00
TOTAL	160	385,759.45

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

August 14, 2023

08-01-2023 CHECK REGISTER - SINGLE LINE PAGE 1
 TIME:08:52 AM OUTSTANDING CHECKS FOR JULY 2023 PREPARER:0006

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0000121829	MENSIK, JAMES E	I	05-12-2023	05-12-2023	29.00
0000121948	BECERRA, AMBER	I	05-30-2023	05-30-2023	10.00
0000121949	BILLINGS, JAMES	I	05-30-2023	05-30-2023	45.00
0000122610	MENSIK, JAMES E	I	07-14-2023	07-14-2023	166.45
0000122705	SOCHA, ROBERT J	I	07-14-2023	07-14-2023	1,861.88
0000122824	STANCIK, DARRELL	I	07-28-2023	07-28-2023	433.07
0000122836	JOHNSON, DONALD	I	07-28-2023	07-28-2023	1,637.89
0000122837	LANDECHE, KAYLEE	I	07-28-2023	07-28-2023	1,251.51
0000122854	TOPPEL, CODY J	I	07-28-2023	07-28-2023	157.77
0000122887	FULLER, DAVID R	I	07-28-2023	07-28-2023	364.38
0000122894	HATTERMANN, KEVIN	I	07-28-2023	07-28-2023	1,484.67
0000122904	SOCHA, ROBERT J	I	07-28-2023	07-28-2023	1,861.88
0000122912	MOLINA, RAMON	I	07-28-2023	07-28-2023	1,869.74
0000122919	RICHTER, CAROL M	I	07-31-2023	07-31-2023	523.64
REPORT TOTALS			14	11,696.88	

July

7391 16.24
 7384 3.10
 1062 179,765.76
 1063 1,104.00
 1064 39.75
 TX Life 799.96
 Aflac 4,975.51
 TCOES 147,117.68
 Fed Res 81,420.10
 Fed Res 131.71
 EMS of/Sec 2,570.00
 P/R of/Sec 11,696.88
 429,640.69

Books 8,009.60
 JNT 1,573.12
 of/Sec 429,640.69
 439,223.41

BANK 427,046.54
 of/Sec 12,176.87
 439,223.41

0.00
 0.00

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

August 14, 2023

_27. Affidavit approving County Treasurer's Monthly Report for July 2023.

Motion by Judge Prause to approve an affidavit approving County Treasurer's Monthly Report for July 2023; 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

August 14, 2023

COMMISSIONERS COURT

COUNTY OF COLORADO

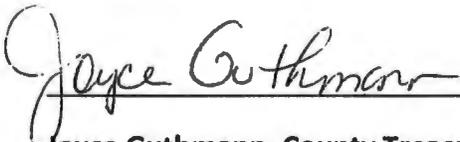
AFFIDAVIT

COUNTY TREASURER'S MONTHLY REPORT FOR

JULY 31, 2023

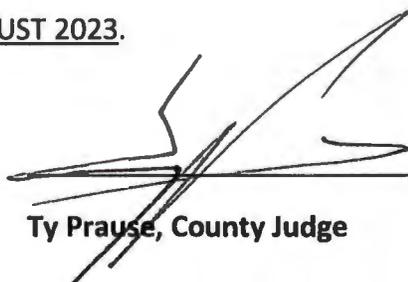
WHEREAS, in accordance with Texas Local Gov't Code, §114.026(c) we, the undersigned, hereby certify and approve to the best of our knowledge and belief, that the attached information is a true and complete list of all amounts received and paid from each fund since the County Treasurer's preceding report, and any balance remaining in the Treasurer's custody.

THEREFORE, the amount of cash and other assets stated in the County Treasurer's Monthly Report for JULY 31, 2023, is \$26,678,587.64.



Joyce Guthmann, County Treasurer

Approved this 14th of AUGUST 2023.



Ty Prause, County Judge



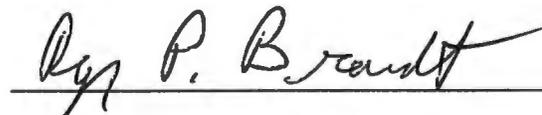
Doug Wessels, Commissioner, Pct. 1

Doug Wessels, Commissioner, Pct. 1



Keith Neuendorff, Commissioner, Pct. 3

Keith Neuendorff, Commissioner, Pct. 3



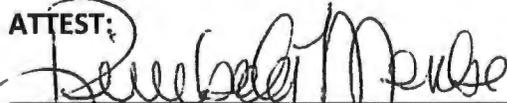
Ryan Brandt, Commissioner, Pct. 2

Ryan Brandt, Commissioner, Pct. 2



Darrell Gertson, Commissioner, Pct. 4

Darrell Gertson, Commissioner, Pct. 4

ATTEST:


Kimberly Menke, County Clerk

Kimberly Menke, County Clerk



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

August 14, 2023

**COLORADO COUNTY
AFFIDAVIT SUMMARY
JULY 31, 2023**

BOOK BALANCE as of 07/31/2023	\$	26,542,499.14
OUTSTANDING CHECKS		815,400.14
OUTSTANDING DEPOSITS		-
NOT RECORDED		
ADJUSTMENTS		
INTEREST		136,088.50
BANK BALANCE as of 07/31/2023	\$	<u>27,493,987.78</u>

BANK BALANCE as of 07/31/2023		27,493,987.78
LESS OUTSTANDING CHECKS	\$	815,400.14
PLUS OUTSTANDING DEPOSIT		
ADJUSTMENTS		

ADJUSTED BANK BALANCE as of 07/31/2023	\$	<u><u>26,678,587.64</u></u>
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BOOK BALANCE as of 07/31/2023	\$	26,542,499.14
INTEREST		136,088.50
OUTSTANDING DEPOSITS		
ADJUSTMENTS		
NOT RECORDED		-

ADJUSTED BOOK BALANCE as of 07/31/2023	\$	<u><u>26,678,587.64</u></u> ✓
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MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

COLORADO COUNTY TREASURER'S RECONCILIATION REPORT								
JULY 31, 2023								
ACCT #	ACCOUNT TITLE	BALANCE	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	NOT RECORDED	ADJUSTMENTS	INTEREST	BANK BALANCE
12-010-100	GENERAL FUND	\$ 11,826,028.95	\$ 209,856.17	\$ -			\$ 63,481.24	\$ 12,099,366.36
13-010-100	RECORDS PRESERVATION	\$ 821,354.52	\$ -				\$ 4,203.63	\$ 825,558.15
14-010-100	AIRPORT FUND	\$ 137,771.98	\$ 10,951.25				\$ 705.11	\$ 149,428.34
21-010-100	R & B - PCT. #1	\$ 2,055,561.29	\$ 1,083.37				\$ 10,520.21	\$ 2,067,164.87
22-010-100	R & B - PCT. #2	\$ 1,825,398.79	\$ 3,350.94				\$ 9,342.26	\$ 1,838,091.99
23-010-100	R & B - PCT. #3	\$ 2,490,222.83	\$ 4,355.48				\$ 12,744.78	\$ 2,507,323.09
24-010-100	R & B - PCT.#4	\$ 1,514,743.37	\$ 874.74				\$ 7,752.35	\$ 1,523,370.46
31-010-100	ELECTION FUND	\$ 37,211.96	\$ -				\$ 190.45	\$ 37,402.41
32-010-100	HAVA CARES ACT	\$ 3,787.15	\$ -				\$ 19.38	\$ 3,806.53
45-010-100	LEOSE FUND	\$ 32,788.25	\$ -				\$ 167.81	\$ 32,956.06
50-010-100	SECURITY FUND	\$ 28,532.33	\$ -				\$ 146.03	\$ 28,678.36
55-010-100	LAW LIBRARY	\$ 147,222.78	\$ -				\$ -	\$ 147,222.78
60-010-100	JUSTICE COURT TECHNOLOGY	\$ 18,451.52	\$ -				\$ 94.43	\$ 18,545.95
62-010-100	CO & DIST COURT TECH FUND	\$ 34,449.21	\$ -				\$ 176.31	\$ 34,625.52
65-010-100	HISTORICAL COMMISSION	\$ 6,450.38	\$ -				\$ -	\$ 6,450.38
70-010-100	CAPITAL PROJECTS FUND	\$ 1,003.20	\$ -				\$ 5.13	\$ 1,008.33
75-010-100	INTEREST & SINKING	\$ 601,950.83	\$ 155,287.50				\$ 973.78	\$ 758,212.11
80-010-100	HOT CHECK FUND	\$ 12,275.50					\$ -	\$ 12,275.50
	GROUP TOTAL	\$ 21,595,204.84	\$ 385,759.45	\$ -	\$ -	\$ -	\$ 110,522.90	\$ 22,091,487.14
90-010-120	PAYROLL	\$ 8,009.60	\$ 429,640.69				\$ 1,573.12	\$ 439,223.41
15-010-150	FORFEITURE FUND - SHERIFF	\$ 45,709.36	\$ -				\$ 223.44	\$ 45,932.80
16-010-160	AMERICAN RESUE PLAN	\$ 4,380,053.74					\$ 21,323.93	\$ 4,401,377.67
10-010-155	CO. ATTORNEY FORFEITURE FUND	\$ 302,880.49	\$ -				\$ 1,475.69	\$ 304,356.18
11-010-165	CO. ATTORNEY SEIZURE FUND	\$ 199,124.27	\$ -				\$ 969.42	\$ 200,093.69
19-010-140	ROCK ISLAND WATER IMPROVEMEN	\$ -	\$ -				\$ -	\$ -
85-010-185	CO. ATTORNEY STATE SUPPLMT FD	\$ 11,516.84	\$ -				\$ -	\$ 11,516.84
29-010-130	CRTHOUSE RESTORATION PROJECT	\$ -	\$ -				\$ -	\$ -
	REPORT TOTAL	\$ 26,542,499.14	\$ 815,400.14	\$ -	\$ -	\$ -	\$ 136,088.50	\$ 27,493,987.78

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

August 14, 2023

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

Motion by Commissioner Neuendorff to approve all accounts payable, budget amendments and new ledger accounts (if any); 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**

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	EXTREME GYM	242847	R	AUG CC EMPLOYEE MEMBERSHIP FEES	552.16
		12-100-395		MISCELLANEOUS	
	DEPARTMENT TOTAL				552.16
0200-LIABILITY ACCOUNTS					
	GHS, LTD	243096	A	JULY JP1 COLLECTION FEES	903.83
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243097	A	JULY JP2 COLLECTION FEES	779.12
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243098	A	JULY JP3 COLLECTION FEES	680.90
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	GHS, LTD	243099	A	JULY JP4 COLLECTION FEES	885.07
		12-200-475		GHS-PRIVATE COLLECTIONS FEE	
	PAYROLL FUND	242867	R	TRANSFER TO COVER/07-16 to 7-31 P/R	428,506.49
		12-200-120		PAYROLL TRANSFER CLEARING ACCT	
	PAYROLL FUND	242884	R	TRANSFER TO COVER/07-16 to 7-31 P/R	785.58
		12-200-120		PAYROLL TRANSFER CLEARING ACCT	
	PERDUE, BRANDON, FIELDER, COLLINS &	243244	A	JULY DISTCLRK DLQ ATTYFEES/IVC74631	50.60
		12-200-476		PERDUE-PRIVATE COLLECTIONS FEE	
	DEPARTMENT TOTAL				432,591.59
0400-COUNTY JUDGE					
	AQUA BEVERAGE COMPANY	242971	A	COOLER RENT&WATER/ACCT#004309	40.98
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AT&T MOBILITY	242952	R	CELLULAR SVC/ACCT#826401607	117.70
		12-400-420		COMMUNICATIONS EXPENSE	
	CARD SERVICE CENTER	243215	A	JULY ZOOM CHARGES (C SCHNEIDER)	194.97
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEWITT POTTH AND SON	242906	A	CTY JUDGE COPIER MAINT/ACCT#10069	79.54
		12-400-421		COPIER USAGE EXPENSE	
	GREATAMERICA FINANCIAL SVCS	243100	A	COPIER LEASE PYMT/INV#34598014	128.00
		12-400-421		COPIER USAGE EXPENSE	
	VERIZON WIRELESS	243055	R	CELLULAR SERVICE	37.99
		12-400-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				599.18
0401-COMMISSIONER'S COURT					
	DAVID B. BROOKS	242988	A	JULY LEGAL SERVICES	100.00
		12-401-403		OUTSIDE LEGAL SERVICES	
	DEPARTMENT TOTAL				100.00
0403-COUNTY CLERK					
	AMAZON CAPITAL SERVICES	243069	A	OFFICE SUPPLIES/INV#1QHR-F6HG-V66N	104.24
		12-403-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEWITT POTTH AND SON	242905	A	CO CLERK PLOTTER MAINT/ACCT#10069	58.31
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTTH AND SON	242907	A	CO CLERK COPIER MAINT/ACCT#10069	49.01
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTTH AND SON	242908	A	CO CLERK COPIER MAINT/ACCT#10069	63.18
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEWITT POTTH AND SON	242910	A	CO COURTRM COPIER MAINT/ACCT#10069	30.00
		12-403-421		COPIER & PLOTTER USAGE EXPENSE	
	DEPARTMENT TOTAL				304.74
0410-ELECTIONS					
	XEROX FINANCIAL SERVICES	242858	R	ELECTNS COPIERLEASE PYMT/INV4510687	202.50
		12-410-421		COPIER LEASE EXPENSE	
	DEPARTMENT TOTAL				202.50

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

August 14, 2023

042612 COUNTY-EOBH/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME: 01:15 PM Claims for payment as of August 11, 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GREENWALT COURT REPORTING	242916	A	CRT REPORTER SVCS/INV#6602	1,288.36
		12-426-488		COURT REPORTERS	
	DEPARTMENT TOTAL				1,288.36
0428-PUBLIC DEFENDER					
	PRESTIGE OFFICE PRODUCTS, LLC	242933	A	OFFICE SUPPLIES/INV#129784	452.74
		12-428-310		SUPPLIES/EQUIPMENT UNDER \$500	
	RELX INC.	243009	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	118.84
		12-428-423		LAW BOOKS/ON-LINE SUBSCRIPTIONS	
	THOMSON REUTERS - WEST	243248	A	ONLINE SUBSCRIPTION#848689336	137.81
		12-428-423		LAW BOOKS/ON-LINE SUBSCRIPTIONS	
	DEPARTMENT TOTAL				709.39
0435-DISTRICT COURT					
	██████████	242876	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	BCC LANGUAGES LLC	242981	A	INTERPRETER 4-21-23/INV#23345	200.00
		12-435-479		INTERPRETORS	
	██████████	242875	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242877	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242881	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242880	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242874	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242879	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	██████████	242878	R	GRAND JURY DUTY ON 7-27-23	40.00
		12-435-485		JUROR EXPENSE	
	SOUTH TEXAS FORENSIC PSYCHOLOGY	243247	A	COMPETENCY EVAL/CAUSE#23-098	800.00
		12-435-419		PROF SVCS-NON SPECIFIED	
	DEPARTMENT TOTAL				1,320.00
0450-DISTRICT CLERK					
	AMAZON CAPITAL SERVICES	243070	A	OFFICE SUPPLIES/INV#1KXR-1FT4-4VNL	31.18
		12-450-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243184	A	REG FEE - HOTEL CREDIT (V HARMON)	117.30
		12-450-427		CONFERENCE/SEMINARS/DUES	
	DEWITT POTH AND SON	242909	A	DIST CLERK COPIER MAINT/ACCT#10069	107.98
		12-450-421		COPIER USAGE EXPENSE	
	GREATAMERICA FINANCIAL SVCS	243101	A	COPIER LEASE PAYMENT	120.40
		12-450-421		COPIER USAGE EXPENSE	
	DIPARTMENT TOTAL				376.86
0451-JUSTICE OF THE PEACE #1					
	AQUA BEVERAGE COMPANY	242976	A	WATER/ACCT#005321	24.98
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	243119	A	OFFICE SUPPLIES/INV#129886	115.86
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	XEROX FINANCIAL SERVICES	242849	R	JP#1 COPIER LEASE PYMT/INV#4508595	125.00
		12-451-421		XEROX USAGE EXPENSE	
	DEPARTMENT TOTAL				265.84
0452-JUSTICE OF THE PEACE #2					

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	██████████	243032	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	AQUA BEVERAGE COMPANY	242972	A	COOLER RENT/ACCT#012681	12.00
		12-452-310		SUPPLIES/EQUIPMENT UNDER \$500	
	BOE REEVES	243135	A	JULY 15-AUG 8 MILEAGE	68.12
		12-452-429		TRAVEL EXPENSE	
	██████████	243026	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243037	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	████████████████████	243022	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	██████████	243036	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	COLORADO VALLEY TELEPHONE CO	243048	R	JP2 PHONE FAX INTERNET/ACCT#124300	228.73
		12-452-420		COMMUNICATIONS EXPENSE	
	██████████	243025	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	██████████	243034	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243021	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	██████████	243024	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	KATHLEEN KLOESEL	243113	A	MILEAGE TO DELIVER REPORTS	20.57
		12-452-429		TRAVEL EXPENSE	
	██████████	243031	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243035	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243033	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243029	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243027	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243028	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	██████████	243030	R	PCT2 JURY DUTY ON 7/27/2023	12.00
		12-452-485		JUROR EXPENSE	
	████████████████████	243023	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	██████████	243020	R	PCT2 JURY DUTY ON 7/27/2023	20.00
		12-452-485		JUROR EXPENSE	
	U.S. POSTAL SERVICE	243132	A	RENEW PO BOX 945	59.00
		12-452-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242850	R	JP#2 COPIER LEASE PYMT/INV#4508595	125.00
		12-452-421		COPIER LEASE/USAGE EXPENSE	
	DEPARTMENT TOTAL				777.42
0453-JUSTICE OF THE PEACE #3					
	AMAZON CAPITAL SERVICES	243068	A	SCRN PROTECTORS/INV#1XJM-WPDF-X9J9	6.90
		12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AQUA BEVERAGE COMPANY	242973	A	COOLER RENT/ACCT#013805	13.25
		12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	242932	A	FAX CARTRIDGE/INV#129849	41.89
		12-453-310		SUPPLIES/EQUIPMENT UNDER \$500	

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

August 14, 2023

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	VERIZON WIRELESS	243062	R	CELLULAR SERVICE	56.26
		12-453-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242851	R	JP#3 COPIER LEASE PYMT/INV#4508595	125.00
		12-453-421		XEROX USAGE EXPENSE	
	DEPARTMENT TOTAL				243.30
0454-JUSTICE OF THE PEACE #4					
	AQUA BEVERAGE COMPANY	242974	A	COOLER RENT/ACCT#10708	11.99
		12-454-310		SUPPLIES/EQUIPMENT UNDER \$500	
	STAN WARFIELD	243124	A	JULY MILEAGE	360.91
		12-454-429		TRAVEL EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242846	R	JP#4 PHONE & INTERNET	170.44
		12-454-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				543.34
0475-COUNTY ATTORNEY					
	AT&T MOBILITY	242951	R	CELLULAR SVC/ACCT#826401607	538.44
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	CARD SERVICE CENTER	243185	A	USB DRIVES (J JOHANNES)	32.22
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	COMDATA	243234	A	CTY ATTORNEY JULY FUEL/ACCT#XY863	78.91
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	ODP BUSINESS SOLUTIONS	243005	A	OFFICE SUPPLIES/CUST#21246867	441.40
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	RELX INC.	243010	A	JULYONLINE SUBSCRIPTIONS/#422LRRVBR	178.26
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	SCHULENBURG PRINTING	243246	A	FORMS/INV#811461-0, 811463-0	653.67
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	TRANSUNION RISK & ALTERNATIVE	243015	A	JULY PEOPLE SEARCHES/#3133931	75.00
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	XEROX FINANCIAL SERVICES	242855	R	CTYATTY COPIERLEASE PYMT/INV4508595	300.00
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	DEPARTMENT TOTAL				2,297.90
0495-COUNTY AUDITOR'S OFFICE					
	CARD SERVICE CENTER	243186	A	CERT OF ACHIEV FY22 FEE(M LOWRANCE)	530.00
		12-495-427		CONVENTIONS/SEMINARS/DUES	
	CARD SERVICE CENTER	243188	A	HOTEL BOOKING FEE(M LOWRANCE)	16.99
		12-495-427		CONVENTIONS/SEMINARS/DUES	
	XEROX FINANCIAL SERVICES	242852	R	AUDITOR COPIERLEASE PYMT/INV4508595	125.00
		12-495-421		XEROX COPIER USAGE/MAINT EXP	
	XEROX FINANCIAL SERVICES	242853	R	EMS COPIER LEASE PYMT/INV4508595	150.00
		12-495-421		XEROX COPIER USAGE/MAINT EXP	
	DEPARTMENT TOTAL				821.99
0497-COUNTY TREASURER					
	DEWITT POTH AND SON	242911	A	CO TREASURERCOPIER MAINT/ACCT#10069	58.81
		12-497-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEPARTMENT TOTAL				58.81
0499-TAX ASSESSOR-COLLECTOR					
	CARD SERVICE CENTER	243222	A	VISTA PRINT BUS CARDS(E KOLLAJA)	67.19
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	243245	A	OFFICE SUPPLIES/INV#129813	42.19
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	XEROX FINANCIAL SERVICES	242859	R	TAC COPIER LEASE PYMT/INV4511636	250.55
		12-499-421		XEROX COPIER USAGE	
	DEPARTMENT TOTAL				359.93

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

August 14, 2023

0510-COURTHOUSE BUILDING

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND

CYCLE: ALL

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Claims for payment as of August 11, 2023

PREPARER:0009

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
A L & M BUILDING SUPPLY	243063	A	FOUNTAIN PARTS/CUST#5135	17.57
	12-510-494		GROUNDS MAINTENANCE	
A-LINE AUTO PARTS	243066	A	EQIP CLNR & PARTS/CUST#46398	37.86
	12-510-335		CLEANING SUPPLIES	
AMAZON CAPITAL SERVICES	243071	A	FOUNTAIN PUMP/INV#11NC-6QXM-VG3W	239.00
	12-510-494		GROUNDS MAINTENANCE	
AQUA BEVERAGE COMPANY	242975	A	COOLER RENT & WATER/ACCT#012337	77.35
	12-510-497		MISCELLANEOUS	
BUGMAN, INC.	243137	A	PEST CONTROL @ EMS STATIONS	180.00
	12-510-495		PEST CONTROL	
CARD SERVICE CENTER	243190	A	TOWER ELEC TO 6/19(M LOWRANCE)	44.00
	12-510-440		UTILITIES	
CARD SERVICE CENTER	243192	A	WALMART CLEANING SUPPLIES(JOSH G)	89.70
	12-510-335		CLEANING SUPPLIES	
CARD SERVICE CENTER	243193	A	WALMART ANNEX UMBRELLAS(JOSH G)	94.98
	12-510-494		GROUNDS MAINTENANCE	
CARD SERVICE CENTER	243194	A	TSC PUMP FOR FOUNTAIN(JOSH G)	109.99
	12-510-494		GROUNDS MAINTENANCE	
CITY OF BELLVILLE	243139	A	MULCH/INV#12816	10.80
	12-510-494		GROUNDS MAINTENANCE	
CITY OF COLUMBUS	242955	R	PROBATION DEPT UTILITIES THRU 7-15	60.00
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242956	R	JP#3 UTILITIES THRU 7-15	60.00
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242957	R	COURTHOUSE UTILITIES THRU 7-15	465.05
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242958	R	ANNEX UTILITIES THRU 7-15	199.40
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242959	R	AG BLDG UTILITIES THRU 7-15	81.70
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242960	R	SVC FACILITIES UTILITIES TO 7-15	250.06
	12-510-440		UTILITIES	
CITY OF COLUMBUS	242961	R	COURTHOUSE SPRINKLERS THRU 7-15	1,415.35
	12-510-494		GROUNDS MAINTENANCE	
CITY OF COLUMBUS	242962	R	ANNEX SPRINKLERS THRU 7-15	80.05
	12-510-494		GROUNDS MAINTENANCE	
CITY OF EAGLE LAKE	242865	R	JP4 UTILITES THRU 6/15	54.30
	12-510-440		UTILITIES	
CITY OF EAGLE LAKE	243041	R	JP4 UTILITES THRU 7-15	54.30
	12-510-440		UTILITIES	
CITY OF WEIMAR	242965	R	JP2 UTILITES THRU 7-17	457.35
	12-510-440		UTILITIES	
CITY OF WEIMAR	242966	R	EMS UTILITES THRU 7-17	580.73
	12-510-440		UTILITIES	
COLUMBUS PLUMBING & SERVICE, INC.	242898	A	REPAIR KIT FOR EMS/INV#580	48.90
	12-510-450		REPAIRS TO BLDGS	
COMDATA	243235	A	MAINTENANCE JULY FUEL/ACCT#XY863	189.15
	12-510-454		REPAIRS/MAINT TO EQUIPMENT	
CONDRA COMMUNICATIONS	242903	A	911RA ALARM SYSTEM MONITORING/69693	20.00
	12-510-454		REPAIRS/MAINT TO EQUIPMENT	
CONSTELLATION NEW ENERGY, INC.	243083	A	TRAVIS STREETLIGHTS TO 7/27	10.47
	12-510-440		UTILITIES	
CONSTELLATION NEW ENERGY, INC.	243084	A	TRAVIS STREETLIGHTS TO 7/27	10.47
	12-510-440		UTILITIES	
CONSTELLATION NEW ENERGY, INC.	243085	A	RADIO TOWER ELECT TO 7/28	5.86
	12-510-440		UTILITIES	
CONSTELLATION NEW ENERGY, INC.	243086	A	SVC FACILITY ELECT TO 7/28	1,175.79
	12-510-440		UTILITIES	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CONSTELLATION NEW ENERGY, INC.	243089	A	JP4 ELECT TO 7-26	233.08
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243092	A	STREETLIGHTS TO 7-26	75.17
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243093	A	EL EMS ELECT TO 7-18	298.43
		12-510-440		UTILITIES	
	DOUBLE "C" PEST CONTROL	243149	A	JP#3 PEST CONTROL/INV#12337	40.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243150	A	COURTHOUSE PEST CONTROL/INV#12333	100.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243151	A	ANNEX PEST CONTROL/INV#12334	50.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243152	A	AG EXT PEST CONTROL/INV#12335	40.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243153	A	PROBATION PEST CONTROL/INV#12339	40.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243154	A	MAINT BLDG PEST CONTROL/INV#12336	40.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243155	A	MAINT/STORG PEST CONTROL/INV#12338	20.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243156	A	AIRPORT PEST CONTROL/INV#12340	15.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243157	A	JP#2 PEST CONTROL/INV#12411	40.00
		12-510-495		PEST CONTROL	
	DOUBLE "C" PEST CONTROL	243158	A	JP#4 PEST CONTROL/INV#12455	40.00
		12-510-495		PEST CONTROL	
	GFL ENVIRONMENTAL	243046	R	JP4 JULY TRASH SVC/#AC003680	39.09
		12-510-440		UTILITIES	
	GULF COAST PAPER CO., INC.	243102	A	BOWL CLNR, URINAL MATS/INV#2418196	94.23
		12-510-335		CLEANING SUPPLIES	
	GULF COAST PAPER CO., INC.	243103	A	TOILET PAPER/INV#2418196	126.02
		12-510-395		MISCELLANEOUS SUPPLIES	
	JOSH GUTHMANN	243165	A	AUG CELL PHONE REIMB	20.00
		12-510-420		COMMUNICATIONS EXPENSE	
	MORRISON SUPPLY COMPANY	242927	A	CLEANER - AC COILS/#S115994747.001	45.61
		12-510-335		CLEANING SUPPLIES	
	MORRISON SUPPLY COMPANY	242938	A	PROBATION AC PARTS/#S116040551.001	227.59
		12-510-335		CLEANING SUPPLIES	
	MORRISON SUPPLY COMPANY	243243	A	PARTS FOR JP3 AC/INV#S116123396-001	26.39
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	OTIS ELEVATOR CO	242930	A	ELEVATOR MAINT TO 7-31-24	10,466.28
		12-510-455		ELEVATOR MAINTENANCE	
	SAN BERNARD ELECTRIC COOP, INC.	242940	A	TOWER ELECT TO 7-19/#3465300	43.00
		12-510-440		UTILITIES	
	DEPARTMENT TOTAL				18,240.07
0515-PARKS & RECREATION DEPT	CONSTELLATION NEW ENERGY, INC.	243090	A	BEASON'S PARK ELECT TO 8-1	27.06
		12-515-440		UTILITIES	
	DEPARTMENT TOTAL				27.06
0525-SEPTIC SYSTEM/FLOODPLAIN	D-ZEE'S AUTOMOTIVE	243094	A	AC REPAIR/RO#0035311	93.40
		12-525-429		TRAVEL EXPENSE/REPAIRS OF VEH	
	SCHNEIDER TIRE & LUBE LLC	242946	A	OIL CHANGE&TIRE ROTATION/INV#46948	81.99
		12-525-429		TRAVEL EXPENSE/REPAIRS OF VEH	
	DEPARTMENT TOTAL				175.39
0530-EMERGENCY MANAGEMENT					

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AT&T MOBILITY	242950	R	CELLULAR SVC/ACCT#826401607	141.87
		12-530-420		COMMUNICATIONS EXPENSE	
	AT&T MOBILITY	242953	R	CELLULAR SVC/ACCT#826484935	54.43
		12-530-420		COMMUNICATIONS EXPENSE	
	AT&T MOBILITY	243043	R	ROUTER FOR EOC TRUCK	30.00
		12-530-420		COMMUNICATIONS EXPENSE	
	AT&T MOBILITY	243044	R	FIRSTNET CELL PHONES FOR COVID	250.86
		12-530-425		COVID-19 EXPENSES	
	CARD SERVICE CENTER	243195	A	UPS SHPG RADIOS FOR RER(C ROGERS)	37.90
		12-530-453		RADIO REPAIRS & MAINTENANCE	
	LANGFORD COMMUNITY MGMT SVCS	243167	A	#2 PLANNING MILESTONE 20%/INV#5256	4,524.00
		12-530-704		STATE HOMELAND SECURITY GRANT PROG	
	UNITED RADIO INC	243018	A	RADIO REPS/INV#321459062,321458946	172.40
		12-530-453		RADIO REPAIRS & MAINTENANCE	
	VERIZON WIRELESS	243060	R	CELLULAR SERVICE	37.99
		12-530-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				5,249.45
0540-EMS DIRECTOR/AMBULANCE					
	3L USA LLC	242970	A	802GL GAS, 610GL DIESEL/INV#319716	4,575.21
		12-540-330		FUEL & OIL	
	A L & M BUILDING SUPPLY	243064	A	OUTDOOR BOX & CONNECTOR/CUST#5135	15.56
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	243075	A	CASTER WHEELS/INV#1HGC-MCWX-YD6X	33.77
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMBULANCE DEPOT, INC	242848	R	2017 DODGE RAM 4500 4X4 AMBULANCE	87,000.00
		12-540-575		MOTOR VEHICLE	
	AQUA BEVERAGE COMPANY	242978	A	COOLER RENT & WATER/ACCT#008048	74.50
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AQUA BEVERAGE COMPANY	242979	A	COOLER RENT/ACCT#008049	12.00
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AQUA BEVERAGE COMPANY	242980	A	COOLER RENT/ACCT#16233	12.00
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	BOUND TREE MEDICAL, LLC	242982	A	AMB SPLS/INV#85027287, 85027288,	822.71
		12-540-334		AMBULANCE SUPPLIES	
	CARD SERVICE CENTER	242861	R	TRAINING EXP@AMAZON (M INGVARSDEN)	242.88
		12-540-408		TRAINING COURSES/SUPPLIES	
	CARD SERVICE CENTER	242862	R	TRAINING EXP-CPreCARDS(INGVARSDEN)	100.00
		12-540-408		TRAINING COURSES/SUPPLIES	
	CARD SERVICE CENTER	242863	R	TRAINING EXP-MARIA'S(M INGVARSDEN)	96.17
		12-540-408		TRAINING COURSES/SUPPLIES	
	CARD SERVICE CENTER	243196	A	FREPENNY PWR LINE DSCNNECT(M FURRH)	599.90
		12-540-532		EQUIPMENT OVER \$500	
	CARD SERVICE CENTER	243197	A	WALMART EMS WATER(M FURRH)	34.90
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243198	A	ADOBE MONTHLY SUBSCR(M FURRH)	16.23
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243199	A	PAYPAL SMART CHARGER(M FURRH)	167.40
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243200	A	WHEN2WORK(M FURRH)	324.00
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243201	A	WALMART CUPS & H2O JUG(S SILVER)	70.47
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243202	A	WALMART SHOP SUPPLIES(S SILVER)	80.83
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243203	A	BUCCEE'S DEF(S SILVER)	21.61
		12-540-454		REPAIRS TO AMB/EQUIPMENT	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CARD SERVICE CENTER	243204	A	TEGELER PRTS FOR TAHOE(S SILVER)	153.63
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	CARD SERVICE CENTER	243205	A	GETRVPARTS-BELT TENSIONER(S SILVER)	123.23
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	CARD SERVICE CENTER	243223	A	WALMART POSTERBOARDS(M INGVARSDEN)	10.95
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243224	A	HEARTSMART CPR KIT(M INGVARSDEN)	433.89
		12-540-408		TRAINING COURSES/SUPPLIES	
	CARD SERVICE CENTER	243225	A	WALMART BINDERS(M INGVARSDEN)	28.90
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CAVENDER CHRYSLER JEEP DODGE RAM	242985	A	PARTS FOR ASST CHIEF VEH/INV#142218	96.73
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COLORADO CO TAX ASSESSOR/COLLECTOR	243019	R	RENEW LP#1415618	7.50
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COLUMBUS TIRE CENTER	243082	A	INPSECT LP#1415618/INV#31584	7.00
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COMDATA	243231	A	EMS JULY FUEL/ACCT#XY863	1,714.51
		12-540-330		FUEL & OIL	
	COMDATA	243232	A	EMS DIESEL NOZZLE/ACCT#XY863	160.11
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DSS DRIVING SAFETY SERVICES, LLC	243095	A	PRE EMPLYMNT TESTING/INV#23-1488936	250.00
		12-540-417		DRUG & ALCOHOL TESTING	
	FRAZER, LTD	242989	A	LIGHTS FOR AMBS/#90621,90620,90567	6,601.93
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	FRONTIER	242968	R	EMS PHONE SVC/979-725-8150-122012-5	32.79
		12-540-420		COMMUNICATIONS EXPENSE	
	HARRIS CTY ACCTS REC-RADIO	242993	A	MONTHLY SW WAVE/INV#111123	45.00
		12-540-453		RADIOS & RADIO REPAIRS	
	HENRY SCHEIN INC.	242994	A	AMBULANCE SUPPLIES/INV#46731261	690.88
		12-540-334		AMBULANCE SUPPLIES	
	IMPACT PROMOTIONAL SVCS, LLC	243107	A	NEW HIRE UNIFORMS/INV62655,62842	890.40
		12-540-491		UNIFORMS	
	LINDE GAS & EQUIPMENT INC.	243004	A	OXYGEN/#37122313,37200879,37200882	1,576.54
		12-540-334		AMBULANCE SUPPLIES	
	QUADMED, INC.	243006	A	AMB SUPLS/#239547,239546,239916	610.32
		12-540-334		AMBULANCE SUPPLIES	
	RURAL TELECOMMUNICATIONS OF AMERICA	243011	A	MEDIC #3 INTERNET/ACCT#5845	75.00
		12-540-420		COMMUNICATIONS EXPENSE	
	RURAL TELECOMMUNICATIONS OF AMERICA	243012	A	MEDIC #5 INTERNET/ACCT#5847	75.00
		12-540-420		COMMUNICATIONS EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242845	R	EL EMS PHONE SVC	39.99
		12-540-420		COMMUNICATIONS EXPENSE	
	VERIZON WIRELESS	243051	R	MOBILE BROADBAND	189.95
		12-540-420		COMMUNICATIONS EXPENSE	
	VERIZON WIRELESS	243052	R	CELLULAR SERVICE	48.22
		12-540-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				108,162.61
0551-CONSTABLE, PCT #1					
	CAVENDER CHRYSLER JEEP DODGE RAM	243076	A	AC REPAIRS/INV#93662	2,541.49
		12-551-429		TRAVEL/VEHICLE MAINTENANCE	
	O'REILLY AUTO PARTS	242928	A	CONST#1 PATROL UNIT PTS/CUST1269383	109.30
		12-551-429		TRAVEL/VEHICLE MAINTENANCE	
	DEPARTMENT TOTAL				2,650.79
0552-CONSTABLE, PCT #2					
	AMAZON CAPITAL SERVICES	243072	A	CHARGER ADAPTER/INV#1HNK-TXV7-KJW4	11.88
		12-552-497		MISCELLANEOUS	

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	AT&T MOBILITY	242954	R	CELLULAR SVC/ACCT#826484935	22.36
		12-552-420		COMMUNICATIONS EXPENSE	
	U.S. POSTAL SERVICE	243131	A	RENEW PO BOX 945	59.00
		12-552-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				93.24
0555-911 RURAL ADDRESSING					
	CAVENDER AUTO COUNTRY CHEV BUICK GM	242984	A	FAC RECALLS & OIL CHANGE/INV#354612	71.45
		12-555-429		TRAVEL EXPENSE/TRUCK MAINT	
	IPRINT TECHNOLOGIES	243108	A	(4) TONER CARTRIDGES/INV#1053094	810.00
		12-555-310		SUPPLIES/EQUIP UNDER \$500	
	DEPARTMENT TOTAL				881.45
0560-COUNTY SHERIFF					
	3L USA LLC	242885	A	1,380GAL GAS/INV#318977	4,171.56
		12-560-330		FUEL & OIL	
	3L USA LLC	242886	A	985GAL GAS/INV#319714	3,175.71
		12-560-330		FUEL & OIL	
	3L USA LLC	243133	A	995GL GAS/INV#320382	3,258.97
		12-560-330		FUEL & OIL	
	ARMSTRONG FORENSIC LABORATORY, INC.	243182	A	RETURN SHIPPING OF EVIDENCE/#242218	55.00
		12-560-338		FINGERPRINT/EVIDENCE SUPPLIES	
	CARD SERVICE CENTER	243206	A	TEEX BASIC TELE CRSE(B HENKES)	250.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243208	A	HEB WATER(A WEIDO)	21.44
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243209	A	PARKING IN DT HOUSTON(A WEIDO)	2.80
		12-560-427		CONFERENCE/SEMINARS/DUES	
	CARD SERVICE CENTER	243210	A	CIVIL PROCESS BOOK(N GORMAN)	67.83
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	243211	A	LA QUINTA FOR CONF(F CANTU)	223.74
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243212	A	LA QUINTA FOR CONF(Z BLAHA)	235.04
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CARD SERVICE CENTER	243213	A	OSS ACADEMY TRAINING (B MELENDEZ)	70.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	CDW GOVERNMENT	242986	A	ANTIVIRUS SOFTWARE/INV#KV04014	1,036.52
		12-560-452		SOFTWARE/LICENSE SERVICES	
	CDW GOVERNMENT	243226	A	MS STANDARD LICENSE/#KT04350	759.87
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	COLORADO CO TAX ASSESSOR/COLLECTOR	243140	A	RENEW LP#FZS3039	7.50
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLUMBUS TIRE CENTER	242899	A	ROTATE & BAL TIRES/INV#31224	45.00
		12-560-354		BATTERIES, TIRES & TUBES	
	COMDATA	243230	A	SHERIFF OFFICE JULY FUEL/ACCT#XY863	113.44
		12-560-330		FUEL & OIL	
	D-ZEE'S AUTOMOTIVE	242904	A	#609 REPAIRS/ INV#0035254	1,064.99
		12-560-454		REPAIRS OF VEH/EQUIP	
	D. CRAIG PEIKERT	243144	A	JULY BASE IT LOAD & BUILD NEW SERV	1,900.00
		12-560-402		CONTRACT IT SERVICES	
	FONDREN FORENSICS INC.	242914	A	#610ɥ TRAINING/INV#23-1128	950.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHERS	
	GALLS, LLC	242915	A	4 RAPID SHRITS/INV#025084949	220.00
		12-560-491		EMPLOYEE UNIFORMS	
	HOLIDAY INN RESORTS GALVESTON	243240	A	HOTEL STAY FOR CONF/CONF#43444564	960.25
		12-560-427		CONFERENCE/SEMINARS/DUES	
	LYNN PEAVEY CO	242922	A	CID SUPPLIES/INV#402564,402456	167.50
		12-560-338		FINGERPRINT/EVIDENCE SUPPLIES	

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	O'REILLY AUTO PARTS	242929	A	VEH CLEANING SUPLS/CUST1269383	89.46
		12-560-476		EMERGENCY EQUIP/DETAIL	
	PRESTIGE OFFICE PRODUCTS, LLC	242934	A	OFFICE SUPPLIES/INV#129807	464.90
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	SCHNEIDER TIRE & LUBE LLC	242943	A	OIL CHANGE/#618/INV#46941	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	242944	A	OIL CHANGE/#611/INV#47015	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	242945	A	OIL CHANGE/#603/INV#46996	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	243122	A	TIRE REPAIR/INV#47042	29.99
		12-560-354		BATTERIES, TIRES & TUBES	
	SCHNEIDER TIRE & LUBE LLC	243171	A	OIL CHANGE #616/INV#47196	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	TRANSUNION RISK & ALTERNATIVE	243016	A	JULY PEOPLE SEARCHES/#366533	150.00
		12-560-497		MISCELLANEOUS EXPENSE	
	TREHOUSE EMBROIDERY	243127	A	EMBROIDERY (4) SHIRTS #603	99.59
		12-560-491		EMPLOYEE UNIFORMS	
	VERIZON WIRELESS	243053	R	MOBILE BROADBAND	1,315.27
		12-560-420		COMMUNICATIONS EXPENSE	
	VERIZON WIRELESS	243054	R	CELLULAR SERVICE	48.22
		12-560-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242857	R	SO COPIER LEASE PYMT/INV4512585	269.72
		12-560-421		COPIER USAGE/MAINT EXPENSE	
	DEPARTMENT TOTAL				21,460.23
0565-OPERATION OF JAIL					
	AMAZON CAPITAL SERVICES	243073	A	CAN OPENER/INV#1N67-FJDM-NCK4	54.99
		12-565-340		JAIL SUPPLIES	
	BRYAN RADIOLOGY ASSOCIATES	242890	A	INMATE LAB/7-3-23/BRA309354	7.22
		12-565-405		PRISONER MEDICAL/MEDICINE	
	BRYAN RADIOLOGY ASSOCIATES	242891	A	INMATE LAB/7-7-23/BRA309841	32.08
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CARD SERVICE CENTER	243207	A	WALMART BLEACH & OFC SPLS(T LEWIS)	102.95
		12-565-340		JAIL SUPPLIES	
	CITY OF COLUMBUS	242963	R	JAIL UTILITES THRU 7-15	5,183.90
		12-565-440		UTILITIES	
	CITY OF COLUMBUS	242964	R	JAIL SPRINKLERS THRU 7-15	30.00
		12-565-494		GROUNDS MAINTENANCE	
	COLUMBUS BEARING & INDUST	243227	A	CELL BENCH REP/CUST#201458	44.20
		12-565-450		JAIL REPAIRS	
	COLUMBUS COMMUNITY HOSPITAL	242894	A	INMATE ER/6-25-23/#20509186	2,479.90
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	242895	A	INMATE ER/6-15-23/#20509186	654.36
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	243228	A	INMATE ER/7-24-23/#20513341	1,441.36
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	243229	A	INMATE ER/7-3-23/#20510797	723.05
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS PLUMBING & SERVICE, INC.	242897	A	JAIL REPAIRS/INV#616	195.40
		12-565-450		JAIL REPAIRS	
	CONCORD MEDICAL GROUP, PLLC	242900	A	INMATE DR SVC/7-7-23/#0120586282	101.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONSTELLATION NEW ENERGY, INC.	243091	A	JAIL ELECTRICITY TO 7-28	5,171.99
		12-565-440		UTILITIES	
	DOUBLE "C" PEST CONTROL	243148	A	JAIL PEST CONTROL/INV#12342	60.00
		12-565-495		PEST CONTROL	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GUS GEORGE LAW ENFORCEMENT ACADEMY	242991	A	JAILER COURSE/INV#00315-2023	300.00
		12-565-426		SCHOOLS FOR JAILERS	
	GUS GEORGE LAW ENFORCEMENT ACADEMY	242992	A	JAILER COURSE/INV#00314-2023	300.00
		12-565-426		SCHOOLS FOR JAILERS	
	HUNTER ENVIRONMENTAL SOLUTIONS, LLC	243105	A	SEPTIC PUMPING/INV#278	1,525.00
		12-565-450		JAIL REPAIRS	
	LABATT FOOD SERVICE	242919	A	WEEKLY FOOD ORDER/INV#07275405	2,336.84
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	242920	A	WEEKLY FOOD ORDER/INV#07249169	2,736.25
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	242921	A	WEEKLY FOOD ORDER/INV#07203353	2,142.64
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	243001	A	WEEKLY FOOD ORDER/INV#07310725	2,142.64
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	243116	A	FOOD ORDERS/#08038710,08038711	2,499.87
		12-565-333		FOOD FOR PRISONERS	
	LEWIS EQUIPMENT CO.	243042	R	SEWER CLEANER FOR JAIL	770.35
		12-565-340		JAIL SUPPLIES	
	MOBILEXUSA	243242	A	JULY INAMTE XRAYS/CLIENT#9915009	385.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	SOUTHERN HEALTH PARTNERS, INC	243123	A	SEPT 2023 INMATE MEDICAL/BASE48050	10,237.66
		12-565-405		PRISONER MEDICAL/MEDICINE	
	XEROX FINANCIAL SERVICES	242854	R	JAIL COPIER LEASE PYMT/INV4508595	250.00
		12-565-421		COPIER LEASE	
	DEPARTMENT TOTAL				41,908.65
0570-SUPERVISION & CORRECTIONS					
	GUADALUPE COUNTY JUVENILE SERVICES	242990	A	JULY SHORT TERM JUV SVCS/#23-0093	2,250.00
		12-570-433		DETENTION SERVICES	
	DEPARTMENT TOTAL				2,250.00
0575-MENTAL HEALTH & ALCOHOL					
	TRAVIS COUNTY CLERK	242947	A	MH COURT COSTS/CS#C-1-MH-23-001069	602.00
		12-575-438		MENTALLY ILL FEES	
	DEPARTMENT TOTAL				602.00
0580-VETERAN SERVICE OFFICER					
	CARD SERVICE CENTER	243191	A	VSO CELL PHONE (M LOWRANCE)	14.00
		12-580-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				14.00
0585-INFORMATION TECHNOLOGY					
	AMAZON CAPITAL SERVICES	243074	A	2 SURGE PROTCTRS/INV#11NC-6QXM-QW7G	110.00
		12-585-310		SUPPLIES/EQUIP UNDER \$500	
	CARD SERVICE CENTER	243214	A	(2)ADOBEPRO LICENSES(C SCHNEIDER)	64.92
		12-585-452		SOFTWARE/LICENSE SERVICES	
	CDW GOVERNMENT	243077	A	STEALTH LAPTOP/INV#JR7 8598	1,514.79
		12-585-532		EQUIPMENT OVER \$500	
	COMDATA	243233	A	IT JULY FUEL/ACCT#XY863	219.49
		12-585-454		VEHICLE MAINTENANCE	
	KARPEL SOLUTIONS	243000	A	ANNUAL PBK MAINT TO JULY'24/#63049	3,600.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TYLER TECHNOLOGIES, INC	243017	A	FINANCIALS PROJ MGMT/INV#025-432820	130.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TYLER TECHNOLOGIES, INC	243175	A	FINANCIALS PROJ MGMT/INV#025-433764	130.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	DEPARTMENT TOTAL				5,769.20
0640-CONTRACT SERVICES					

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	HENNEKE FUNERAL HOME, LTD.	242917	A	REMOVE & TRANSPORT BODY 7-15-2023	920.00
		12-640-445		AUTOPSIES	
	HENNEKE FUNERAL HOME, LTD.	242936	A	REMOVE & TRANSPORT BODY 7-24-2023	1,115.00
		12-640-445		AUTOPSIES	
	HENNEKE FUNERAL HOME, LTD.	242937	A	REMOVE & TRANSPORT BODY 7-25-2023	1,115.00
		12-640-445		AUTOPSIES	
	HENNEKE FUNERAL HOME, LTD.	243160	A	REMOVE & TRANSPORT BODY 8/7/23	1,485.00
		12-640-445		AUTOPSIES	
	TRAVIS COUNTY MEDICAL EXAMINER	243128	A	AUTOPSY/23-03078/INV3300007408	3,778.00
		12-640-445		AUTOPSIES	
	TRAVIS COUNTY MEDICAL EXAMINER	243129	A	AUTOPSY/23-02004/INV3300007381	3,778.00
		12-640-445		AUTOPSIES	
	DEPARTMENT TOTAL				12,191.00
0645-INDIGENT HEALTH CARE					
	COLUMBUS MEDICAL CLINIC	242896	A	IHC DR VISIT/6-21-23/#442791	50.63
		12-645-467		MEDICAL, IHC	
	INDIGENT HEALTHCARE SOLUTIONS, LTD	242918	A	SEPT IHC PROFESSIONAL SVCS/INV76174	1,059.00
		12-645-452		SOFTWARE LICENSE	
	DEPARTMENT TOTAL				1,109.63
0665-AGRI EXTENSION SERVICE					
	COLORADO COUNTY CITIZEN	242987	A	ANNUAL SUBSCRIPTION/EXT OFFICE	46.00
		12-665-310		SUPPLIES/EQUIPMENT UNDER \$500	
	COMDATA	243236	A	AGRI LIFE JULY FUEL/ACCT#XY863	270.87
		12-665-429		TRAVEL ALLOWANCE	
	JA'SHAE CARTER	242999	A	MEALS FOR CONF	40.00
		12-665-429		TRAVEL ALLOWANCE	
	LARAMIE KETTLER	243002	A	7/14 TO 7/30 MILEAGE	156.55
		12-665-429		TRAVEL ALLOWANCE	
	LARAMIE KETTLER	243003	A	BEEF CATTLE VACCINE DEMONSTRATION	20.60
		12-665-312		SUPPLIES - AG DEMO ACCT	
	TIME WARNER CABLE ENTERPRISES LLC	242843	R	INTERNET @ AG BLDG	130.68
		12-665-420		COMMUNICATIONS EXPENSE	
	VERIZON WIRELESS	243061	R	CELLULAR SERVICE	37.99
		12-665-420		COMMUNICATIONS EXPENSE	
	XEROX FINANCIAL SERVICES	242856	R	AG EXT COPIER LEASE PYMT/INV4508595	477.77
		12-665-421		XEROX EXPENSE	
	DEPARTMENT TOTAL				1,180.46
0695-MISCELLANEOUS					
	AQUA BEVERAGE COMPANY	242977	A	COOLER RENT & WATER/ACCT#008033	139.75
		12-695-444		SAFETY/HEALTH & WELLNESS	
	BAUMGART AGENCY LLC	242889	A	DIST CLERK BLANKET BOND/#72194004	199.34
		12-695-480		BONDS	
	CARD SERVICE CENTER	243183	A	POSTAGE LABELS FOR MACHINE (JOYCE G)	126.11
		12-695-311		POSTAGE & BOX RENT	
	CARD SERVICE CENTER	243187	A	MBMSHP TO TX SMARTBUY (M LOWRANCE)	100.00
		12-695-491		UNIFORMS	
	FP FINANCE PROGRAM	242860	R	MAIL MACHINE LEASE/INV#34472299	177.00
		12-695-311		POSTAGE & BOX RENT	
	KM&L, LLC	242866	R	COMPLETION OF AUDIT SVCS/12-31-22	9,000.00
		12-695-401		ACCOUNTING/AUDITING FEES	
	LANGFORD COMMUNITY MGMT SVCS	243241	A	ESTABLISHMENT RECORDKEEPING SYSTEM	15,400.00
		12-695-574		CONTINGENCIES	
	PRESTIGE OFFICE PRODUCTS, LLC	242931	A	COPY PAPER/ING#129830	55.99
		12-695-331		COPIER SUPPLIES	

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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
TIME WARNER CABLE ENTERPRISES LLC	242844	R	FIBER INTERNET @ ANNEX	854.46
	12-695-420		COMMUNICATIONS EXPENSE (DSL)	
TX UCC STATEMENT SERVICE	242969	R	FIN STATMNT FORM FOR MACQUARIE EQUIP	90.00
	12-695-419		PROFESSIONAL SERVICES	
DEPARTMENT TOTAL				26,142.65
FUND TOTAL				691,521.19

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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNT				
PAYROLL FUND	242868	R	TRANSFER TO COVER/07-16 to 7-31 P/R	552.79
	13-200-120		PAYROLL TRANSFER CLEARING ACCT	
DEPARTMENT TOTAL				552.79
0613-RECORDS PRESERVATION				
VISTA SOLUTIONS GROUP, LP	243249	A	ANNUAL SUBSCRIPTION 9/16/23-9/15/24	4,400.00
	13-613-451		RECORDS PRESERVATION	
DEPARTMENT TOTAL				4,400.00
FUND TOTAL				4,952.79

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08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 15
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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
CARD SERVICE CENTER	243189	A	AIRPORT ELEC TO 6/19(M LOWRANCE)	237.64
	14-520-440		UTILITIES	
SAN BERNARD ELECTRIC COOP, INC.	242939	A	AIRPORT ELECT TO 7-19/#1060800	256.08
	14-520-440		UTILITIES	
TRI-COUNTY PETROLEUM, INC.	242948	A	2,500GAL JET A/INV#7-106978	7,612.25
	14-520-330		AV GAS & JET A FUEL	
DEPARTMENT TOTAL				8,105.97
FUND TOTAL				8,105.97

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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS				
PAYROLL FUND	242869	R	TRANSFER TO COVER/07-16 to 7-31 P/R	20,662.30
	21-200-120		PAYROLL TRANSFER CLEARING ACCT	
DEPARTMENT TOTAL				20,662.30
0621-R&B #1 TOTAL DISBURSEMNTS				
A-LINE AUTO PARTS	243065	A	OIL & FREON/CUST#45768	316.20
	21-621-330		FUEL & LUBRICANTS	
COLUMBUS BEARING & INDUST	243081	A	FILTERS/CUST#201425	176.47
	21-621-355		REPAIR MATERIALS	
DOUG WESSELS	243237	A	AUG CELL PHONE REIMB	40.00
	21-621-420		COMMUNICATIONS EXPENSE	
HARRY FREUDENBERG	243159	A	AUG CELL PHONE REIMB	20.00
	21-621-420		COMMUNICATIONS EXPENSE	
J & W FARM AND RANCH	243162	A	TOOLS/CUST#750	91.80
	21-621-356		HAND TOOLS & EQUIPMENT	
J & W FARM AND RANCH	243163	A	REPAIR PARTS/CUST#750	7.72
	21-621-355		REPAIR MATERIALS	
J & W FARM AND RANCH	243164	A	REFRIGERANT/CUST#750	24.45
	21-621-330		FUEL & LUBRICANTS	
J & W PARTS	243110	A	BATTERIES/CUST#1430	404.96
	21-621-354		BATTERIES, TIRES & TUBES	
J & W PARTS	243111	A	PARTS/CUST#1430	240.16
	21-621-355		REPAIR MATERIALS	
J & W PARTS	243112	A	OIL & REFRIGERANT/CUST#1430	270.53
	21-621-330		FUEL & LUBRICANTS	
MICHAEL HUNDL	242926	A	JULY CELL PHONE REIMB	20.00
	21-621-420		COMMUNICATIONS EXPENSE	
O'REILLY AUTO PARTS	243168	A	PARTS/CUST#1260718	36.98
	21-621-355		REPAIR MATERIALS	
PRIHODA GRAVEL CO.	243120	A	1,620YDS PITRUN&PROCESS GRVL/#14627	8,268.00
	21-621-350		R&B MATERIALS	
ROCK ISLAND WATER SUPPLY CORP.	243050	R	PCT1 WATER THRU 7-31-23/ACCT#14	31.00
	21-621-440		UTILITIES	
RURAL TELECOMMUNICATIONS OF AMERICA	243014	A	PCT1 INTERNET/ACCT#1869	50.00
	21-621-420		COMMUNICATIONS EXPENSE	
SAN BERNARD ELECTRIC COOPERATIVE	242942	A	PCT1 ELECTRICITY TO 7-26/#1180600	186.00
	21-621-440		UTILITIES	
SUN COAST RESOURCES, INC.	243172	A	384GL GAS,975GL DIES,402GL DDIES	5,540.06
	21-621-330		FUEL & LUBRICANTS	
SUN COAST RESOURCES, INC.	243173	A	430GL GAS, 901GL DIES, 600GL DDIES	5,177.58
	21-621-330		FUEL & LUBRICANTS	
TEXAS DISPOSAL SYSTEMS, INC.	242882	R	AUGUST TRASH SVC/ACCT#10-11675	206.97
	21-621-440		UTILITIES	
UNIFIRST CORPORATION	243178	A	SHOP SUPPLIES/INV#2680030186	42.00
	21-621-325		SHOP SUPPLIES	
UNIFIRST CORPORATION	243179	A	UNIFORMS/2680030186,2680030891,	211.11
	21-621-491		UNIFORMS	
VERIZON WIRELESS	243056	R	CELLULAR SERVICE	75.98
	21-621-420		COMMUNICATIONS EXPENSE	
DEPARTMENT TOTAL				21,437.97
FUND TOTAL				42,100.27

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242870	R	TRANSFER TO COVER/07-16 to 7-31 P/R	15,345.16
		22-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				15,345.16
0622-PCT #2 TOTAL DISBURSEMNTS					
	ALLEYTON RESOURCE COMPANY LLC	242888	A	357.44TONS 5/8"GRAVEL/2560658,56165	7,323.04
		22-622-350		R&B MATERIALS	
	ALLEYTON RESOURCE COMPANY LLC	243067	A	255.12 TONS 5/8" GRAVEL/CUST#6262	5,102.40
		22-622-350		R&B MATERIALS	
	CENTERPOINT ENERGY	243045	R	PCT2 GAS THRU 7-24/ACCT#2926603-8	49.69
		22-622-440		UTILITIES	
	CINTAS CORPORATION	242892	A	SHOP SPS/#4162078348,4162737948	7.58
		22-622-325		SHOP SUPPLIES	
	CINTAS CORPORATION	242893	A	UNIFORMS/#4162078348,4162737948	195.54
		22-622-491		UNIFORMS	
	CINTAS CORPORATION	243078	A	SHOP SUPPLIES/INV#4163423460	12.64
		22-622-325		SHOP SUPPLIES	
	CINTAS CORPORATION	243079	A	UNIFORMS/INV#4163423460	97.47
		22-622-491		UNIFORMS	
	CITY OF WEIMAR	242967	R	PCT2 UTILITES THRU 7-17	155.98
		22-622-440		UTILITIES	
	COLORADO CO TAX ASSESSOR/COLLECTOR	243080	A	RENEW LP#9012460 WISC TRAILER	7.50
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	COLORADO VALLEY TELEPHONE CO	243049	R	PCT2 INTERNET & PHONE/ACCT#125086	257.58
		22-622-420		COMMUNICATIONS EXPENSE	
	DSS DRIVING SAFETY SERVICES, LLC	242912	A	PRE EPLYMNT TESTING/INV#23-1488840	90.00
		22-622-417		CDL DRUG TESTING	
	EDWARD J. SEIFERT OIL CO.	242913	A	7.5GAL DEF/INV#67815	52.50
		22-622-330		FUEL & LUBRICANTS	
	H & C CONSTRUCTION COMPANY, INC.	243104	A	ROCK ON CR209/INV#202332	73,540.65
		22-622-486		R&B CONSTRUCTION	
	KIMBALL MIDWEST	243114	A	WASHERS & BOLTS/INV#101302168	39.56
		22-622-325		SHOP SUPPLIES	
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	243115	A	STARTER FOR PATCH TRUCK/INV#114224	334.14
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	M-G FARM SERVICE CENTER	242923	A	SPRAYTRK HOSE REPAIR/CUST#3310	5.77
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	M-G FARM SERVICE CENTER	242924	A	SHOP SUPPLIES/CUST#3310	38.97
		22-622-325		SHOP SUPPLIES	
	M-G FARM SERVICE CENTER	242925	A	50 BAGS WHITE LIME/CUST#3310	449.50
		22-622-350		R&B MATERIALS	
	MUSTANG CAT	243117	A	TEETH/INV#PART6332518, PART6329625	871.20
		22-622-355		REPAIR MATERIALS	
	NUECES POWER EQUIPMENT	243118	A	HYD HOSE REPAIR/INV#45277V	703.05
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	PAVEMENT TECHNOLOGIES INTL GROUP	243038	R	STRATOS 600GAL ASPHALT DISTRIBUTOR	19,995.00
		22-622-572		ROAD EQUIPMENT	
	PAVEMENT TECHNOLOGIES INTL GROUP	243039	R	AMERISPREADER FOR CHIP SEALING	4,500.00
		22-622-572		ROAD EQUIPMENT	
	STAVINOHAI TIRE PROS LLC	243125	A	TIRE REPAIR/INV#111742,112431	93.40
		22-622-354		BATTERIES, TIRES & TUBES	
	TRAFCO INDUSTRIES INC.	243126	A	15 BURN BAN SIGNS/INV#53478	1,020.00
		22-622-352		SIGNS	
	VERIZON WIRELESS	243057	R	CELLULAR SERVICE	37.99
		22-622-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				114,981.15
	FUND TOTAL				130,326.31

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242871	R	TRANSFER TO COVER/07-16 to 7-31 P/R	23,237.95
		23-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				23,237.95
0623-R&B #3 TOTAL DISBURSEMNTS					
	A-LINE AUTO PARTS	243134	A	REPAIR PARTS/CUST#4578101	19.07
		23-623-355		REPAIR MATERIALS	
	BRADLEY BERGER	243136	A	MEALS FOR CDL TRAINING	59.85
		23-623-497		MISCELLANEOUS	
	CARD SERVICE CENTER	243220	A	AMAZON SAE SOCKETSET(K NEUENDORFF)	34.92
		23-623-356		HAND TOOLS & EQUIPMENT	
	CARD SERVICE CENTER	243221	A	PCT3 ELECT TO 6/16(K NEUENDORFF)	219.00
		23-623-440		UTILITIES	
	CARD SERVICE CENTER	243250	A	AMAZON TRIPOD FENDER(K NEUENDORFF)	79.61
		23-623-355		REPAIR MATERIALS	
	COLORADO MATERIALS, LTD	243141	A	13.98TONS LIMESTONE BASE/INV#371756	321.54
		23-623-350		ROAD & BRIDGE MATERIALS	
	COLUMBUS BEARING & INDUST	243142	A	TOOLS/CUST#201427	74.54
		23-623-356		HAND TOOLS & EQUIPMENT	
	COLUMBUS BEARING & INDUST	243143	A	REPAIR PARTS/CUST#201427	216.86
		23-623-355		REPAIR MATERIALS	
	DIAMOND MOWERS LLC	243147	A	SHREDDER PARTS/#0247076 & 0245907	368.20
		23-623-355		REPAIR MATERIALS	
	HOELSCHER CAR-CARE CENTER, INC.	243161	A	HAUL TRAILER TIRE/INV#39521	441.10
		23-623-354		BATTERIES, TIRES & TUBES	
	KATY HYDRAULICS, LLC	243166	A	SHREDDER REPAIR PARTS/INV#22088	15.54
		23-623-355		REPAIR MATERIALS	
	LINDE GAS & EQUIPMENT INC.	243169	A	WELDING SUPPLIES/INV#37447718	102.96
		23-623-325		SHOP SUPPLIES	
	SAN BERNARD ELECTRIC COOP, INC.	242941	A	PCT3 ELECT TO 7-19/#774000	258.00
		23-623-440		UTILITIES	
	TEXAS DISPOSAL SYSTEMS, INC.	242883	R	AUGUST TRASH SVC/ACCT#10-20465	151.39
		23-623-440		UTILITIES	
	UNIFIRST CORPORATION	243176	A	SHOP SPLS/INV#2960041559,2960040540	52.08
		23-623-325		SHOP SUPPLIES	
	UNIFIRST CORPORATION	243177	A	UNIFORMS/INV#2960041559,2960040540	287.34
		23-623-491		UNIFORMS	
	VERIZON WIRELESS	243058	R	CELLULAR SERVICE	37.99
		23-623-420		COMMUNICATIONS EXPENSE	
	WALLER COUNTY ASPHALT, INC	243180	A	75.09TONS COLD MIX/INV#25522,25596	7,884.45
		23-623-350		ROAD & BRIDGE MATERIALS	
	WILSON CULVERTS, INC.	243181	A	2 CULVERTS/INV#89749	8,404.00
		23-623-350		ROAD & BRIDGE MATERIALS	
	DEPARTMENT TOTAL				19,028.44
	FUND TOTAL				42,266.39

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 19
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242872	R	TRANSFER TO COVER/07-16 to 7-31 P/R	18,959.77
		24-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				18,959.77
0624-PCT #4 TOTAL DISBURSEMNTS					
	A-1 SHINER FIRE & SAFETY, INC.	242887	A	ANNUL FIRE EXT INSPECTION/#21457	707.20
		24-624-454		REPAIRS OF EQUIP/VEHICLES	
	BRAUNTEX MATERIALS INC.	242983	A	168.4TONS BASE/INV#148489, 148278	1,048.59
		24-624-350		R&B MATERIALS	
	CAPITAL ONE TRADE CREDIT	243138	A	SHOP TOOLS/#151335	239.97
		24-624-356		HAND TOOLS & EQUIPMENT	
	CARD SERVICE CENTER	243216	A	KLEIN KIT FOR PUMP (D GERTSON)	202.74
		24-624-355		REPAIR MATERIALS	
	CARD SERVICE CENTER	243217	A	WALMART 2 TIRES(D GERTSON)	234.00
		24-624-354		BATTERIES, TIRES & TUBES	
	CARD SERVICE CENTER	243218	A	RENEW 1229177,1318084(D GERTSON)	17.00
		24-624-454		REPAIRS OF EQUIP/VEHICLES	
	CARD SERVICE CENTER	243219	A	WALMART(14) 2.5GL DEF(D GERTSON)	139.72
		24-624-330		FUEL & LUBRICANTS	
	CITY OF EAGLE LAKE	242864	R	PCT4 UTILITES THRU 6/15	59.66
		24-624-440		UTILITIES	
	CITY OF EAGLE LAKE	243040	R	PCT4 UTILITES THRU 7/15	58.81
		24-624-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243087	A	PCT4 BOOTH SHOP ELECT TO 7/26	83.25
		24-624-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	243088	A	PCT4 BARN ELECT TO 7/26	178.71
		24-624-440		UTILITIES	
	DANKLEFS PIPE CO.	243145	A	PIPE/INV#4536	2,092.00
		24-624-350		R&B MATERIALS	
	DARRELL GERTSON	243146	A	JULY 18-AUG 7 MILEAGE	747.35
		24-624-429		TRAVEL EXPENSE	
	GFL ENVIRONMENTAL	243047	R	PCT4 JULY TRASH SVC/#AC003681	36.68
		24-624-440		UTILITIES	
	IBS	243106	A	MACK TRUCK REPAIR/INV#R1050013271	2,230.42
		24-624-454		REPAIRS OF EQUIP/VEHICLES	
	J & L AUTOMOTIVE, LLC	243109	A	INSPECT LP#1318084,1229177	14.00
		24-624-454		REPAIRS OF EQUIP/VEHICLES	
	J & W PARTS	242995	A	CABLE TIES/CUST#1425	40.99
		24-624-325		SHOP SUPPLIES	
	J & W PARTS	242996	A	OIL, MYSTICK GREASE/CUST#1425	206.85
		24-624-330		FUEL & LUBRICANTS	
	J & W PARTS	242997	A	TIRE COMPOUND/CUST#1425	59.95
		24-624-354		BATTERIES, TIRES & TUBES	
	J & W PARTS	242998	A	REPAIR PARTS/CUST#1425	354.82
		24-624-355		REPAIR MATERIALS	
	PRIHODA GRAVEL CO.	243121	A	372YDS PITRUN GRAVEL/INV#14630	1,860.00
		24-624-350		R&B MATERIALS	
	RURAL TELECOMMUNICATIONS OF AMERICA	243013	A	PCT4 INTERNET/ACCT#1547	50.00
		24-624-420		COMMUNICATIONS EXPENSE	
	SAM'S CLUB/SYNCHRONY BANK	242935	R	R134A REFRIGERANT	599.88
		24-624-325		SHOP SUPPLIES	
	SAM'S CLUB/SYNCHRONY BANK	243170	A	SHOP DRINKS	82.88
		24-624-325		SHOP SUPPLIES	
	UNIFIRST CORPORATION	243130	A	UNIFORMS/#2680029972,2680031492	204.18
		24-624-491		UNIFORMS	
	VERIZON WIRELESS	243059	R	CELLULAR SERVICE	75.98
		24-624-420		COMMUNICATIONS EXPENSE	

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
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08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0031 ELECTION SERVICES CONTRACT FUND CYCLE: ALL PAGE 21
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0610-ELECTION SERVICES CONTRACT				
TAEA	243174	A	(2) FY24 CONF REGISTRATIONS & DUES	750.00
	31-610-310		ELECTION SUPPLIES	
DEPARTMENT TOTAL				750.00
FUND TOTAL				750.00

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

08/11/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0075 INTEREST & SINKING FUND CYCLE: ALL PAGE 24
 TIME:01:15 PM Claims for payment as of August 11, 2023 PREPARER:0009

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0750-CERTIFICATES, SERIES 2019				
FROST	243238	A	CO SERIES 2019, INTEREST	39,297.86
	75-750-601		CERT. OF OBLIGATION, INT.	
FROST	243239	A	CO SERIES 2019, PRINCIPAL	385,000.00
	75-750-600		CERT. OF OBLIGATION, PRIN.	
DEPARTMENT TOTAL				424,297.86
FUND TOTAL				424,297.86

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

August 14, 2023

_29. Budget Workshop.

Judge Prause suggested the amount of rental income be reduced by six months due to possible abatements. It was agreed to add two new paramedics to EMS with budget adjustments.

Motion by Judge Prause to approve the 2024 Proposed Budget; 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

August 14, 2023

FILED FOR RECORD
COLORADO COUNTY, TX

Colorado County, Texas

2023 AUG 15 PM 4:33

KIMBERLY MENKE
COUNTY CLERK

D.H.



2024 Proposed Budget

This budget will raise more revenue from property taxes than last year's budget by an amount of \$534,003, which is a 3.64 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$140,384.

The members of the Commissioners' Court voted on the adoption of the 2024 budget as follows:

FOR:

	<u>2022</u>	<u>2023</u>
Proposed Property Tax Rate	\$0.496951	\$0.482130
No-New Revenue Tax Rate	\$0.476388	\$0.465060
No-New Revenue M&O Tax Rate	\$0.458913	\$0.448506
Voter-Approval Tax Rate	\$0.496951	\$0.482130
Debt Rate	\$0.020653	\$0.019166
De Minimis Rate	\$0.496178	\$0.483176

The total net outstanding bond debt on January 1, 2024 will be \$3,420,000.

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

August 14, 2023

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**MINUTES OF THE COLORADO COUNTY
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August 14, 2023

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until the 2024 Budget is adopted**

PROPOSED

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

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until the 2024 Budget is adopted**

PROPOSED

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

August 14, 2023

STATISTICAL DATA

In presenting this Proposed Budget to the Commissioners' Court and to the taxpayers of Colorado County, the following statistics are set out:

ACTUAL ASSESSED VALUATION \$ 3,215,543,185

The above assessed valuation shows an increase of \$ 205,548,935 from that of the preceding year with \$29,711,809 in new property. Total assessed valuation in Colorado County for 2023 is based on approximately 100% of the true or market value of property assessed.

THE PROPOSED COUNTY TAX LEVY contained in this PROPOSED BUDGET is \$0.482130 per \$100 valuation. This tax levy generates \$534,003 more tax revenue than the certified levy for 2022.

The Commissioners' Court agreed to finance a new courthouse annex, courthouse roof repairs, and road improvements through Certificate of Obligation, Series 2008 which were re-financed at the end of 2019, Series 2019; and a courthouse interior restoration project through Certificates of Obligation, Series 2012 which were partially re-financed, Series 2019. Commissioners' Court agreed to finance the projects through the sale of 20-year bonds. Approximately two cents of the above tax levy is to pay the debts.

For this budget year, 2024, Commissioners Court granted budget requests from various departments including, but not limited to, \$550,000 in the Sheriff's budget for required body camera equipment, \$550,000 which will be funded by the S.B. 22 state allocation; \$200,000 in the EMS budget for a new ambulance unit; \$3,000,000 for a new communications tower, funded by a grant from Texas General Land Office, and \$350,000 for software for the District and County Court Systems and the County Clerk Land and Vitals system.

This budget contains a 2.5% pay increase for all elected officials and employees except the Emergency Medical Services who shall receive approximately a 6% increase in the hourly rate to be competitive with adjoining counties.

The Court approved an additional employee for the County Auditor's office and for the Tax-Assessor Collector's Office to assist with Texas Parks and Wildlife collections.

Commissioners' Court has also included \$250,000 for outside legal services and \$250,000 for various department's office software. Also, included in the 2024 Budget is \$100,000 as a contingency item for unexpected expenses in general; and \$9,200 for matching grant funds for the public defender's office.

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

August 14, 2023

**STATISTICAL DATA
CONTINUED**

Commissioners' Court increased funding for several volunteer fire departments to help with increased costs for fuel, insurance, and fire fighting equipment.

The total amount of county taxes levied for this Budget, based on the above assessed valuation and tax levy, is \$15,503,098.36. Of this amount, it is estimated that 98%, or \$15,193,036.39, will be collected within the current year, and that approximately \$310,000 of said taxes will probably be delinquent on July 1, 2024. DELINQUENT COUNTY TAXES due Colorado County on July 1, 2023 amounted to \$896,175. Of this amount it is estimated that \$120,985 will be collected during the current tax year.

FROM COUNTY TAXES it is estimated that:

\$ 15,503,098 will be assessed

\$ 15,193,036 will be collected.

THE TOTAL NET OUTSTANDING BOND DEBT of Colorado County, on January 1, 2024 will be \$3,420,000.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

SUMMARY OF PROPOSED BUDGET FOR 2024 AND COMPARISON WITH 2021, 2022, AND 2023 FIGURES					
ITEMS	PRECEDING YEAR	PRECEDING YEAR	BUDGET YEAR	BUDGET YEAR	BUDGET YEAR
	2021 ACTUAL	2022 ACTUAL	2022 ADOPTED	2023 ADOPTED	2024 ESTIMATES
CURRENT					
AD VALOREM TAXES	12,887,338	14,033,672	14,020,983	14,659,032	15,193,036
DELINQUENT					
AD VALOREM TAXES	183,611	179,061	119,000	119,000	120,985
OTHER RECEIPTS	7,838,269	7,964,700	5,952,717	6,634,968	11,150,799
TOTAL RECEIPTS	20,909,218	22,176,953	20,092,700	21,413,000	26,464,820
BEGINNING BALANCES	10,114,195	15,931,842	9,970,000	13,185,000	21,151,468
TOTAL RESOURCES	31,023,413	38,108,775	30,062,700	34,598,000	47,616,288
TOTAL EXPENDITURES	17,975,580	20,519,724	21,546,000	22,852,250	28,021,291
ENDING BALANCES	13,047,833	17,589,051	8,916,700	11,745,750	19,594,997
TOTAL EXPENDITURES AND ENDING BALANCES	31,023,413	38,108,775	30,062,700	34,598,000	47,616,288

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

August 14, 2023

RECAPITULATION OF BUDGET BY FUNDS FOR YEAR 2024				
ITEMS	ROAD&BRIDGE FUNDS	GENERAL FUND	SPECIAL FUNDS	TOTAL ALL FUNDS
TOTAL RECEIPTS	5,081,325	20,337,000	1,046,495	26,464,820
BEGINNING BALANCE	6,418,000	8,775,000	6,058,500	21,251,500
TOTAL AVAILABLE	<u>11,499,325</u>	<u>29,112,000</u>	<u>7,104,995</u>	<u>47,716,320</u>
ESTIMATED BUDGET EXPENDITURES	5,176,000	21,779,000	1,056,300	28,021,300
ENDING BALANCES	6,323,325	7,333,000	6,058,695	19,695,020
TOTAL EXPENDITURES AND BALANCES	<u>11,499,325</u>	<u>29,112,000</u>	<u>7,104,995</u>	<u>47,716,320</u>

PROPOSED

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

2023 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

Colorado County	979-732-2604
Taxing Unit Name	Phone (area code and number)
400 Spring Street, P O Box 236 Columbus, Texas 78934	www.co.colorado.tx.us
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operation taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax bill today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 3,001,107,287
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract line 2 from Line 1.	\$ 3,001,107,287
4.	2022 total adopted tax rate.	\$.496951 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values:	\$ 0
	B. 2022 values resulting from final court decisions:	-\$ 0
	C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:	\$ 0
	B. 2022 disputed value:	-\$ 0
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code §26.012(14)
² Tex. Tax Code §26.012(14)
³ Tex. Tax Code §26.012(13)
⁴ Tex. Tax Code §26.012(13)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

2023 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 3,001,107,287
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value:..... \$ 479,505 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value:..... + \$ 12,271,508 C. Value loss. Add A and B. ⁶	\$ 12,751,013
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 934,041 B. 2023 productivity or special appraised value: - \$ 2,420 C. Value loss. Subtract B from A. ⁷	\$ 908,621
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 13,659,634
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 234,200
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,987,213,453
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100. ⁸	\$ 14,844,987
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(f) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 14,059
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 14,859,046
18.	Total 2023 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 3,215,543,185 B. Counties: Include railroad rolling stock values certified by the Comptroller's office:..... + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:..... - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 2,611,360 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 3,212,931,825

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

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2023 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ 11,855,818
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ 0
	C. Total value under protest or not certified. Add A and B.	\$ 11,855,818
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 0
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 3,224,787,643
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 0
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or annexed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 29,711,809
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 29,711,809
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 3,195,075,834
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$.465060 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of county levies. The total is the 2023 county NNR tax rate. ²¹	\$.465060 /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$.4762518 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,001,107,287

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

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Form 50-856

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 14,294,213
31.	Adjusted 2022 levy for calculating NNR M&O rate.	
	A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022.	+ \$ 13,422
	B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0.	- \$ 1,163
	C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	+/- \$ 0
	D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$ 12,259
	E. Add Line 30 to 31D.	\$ 14,306,472
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,195,075,834
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$.447766 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.	
	A. 2023 state criminal justice mandate. Enter the amount spent by county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$ 85,368
	B. 2022 state criminal justice mandate. Enter the amount spent by county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter 0 if this is the first time the mandate applies.	- \$ 72,029
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$.000417 /\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$.000417 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.	
	A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose.	\$ 66,575
	B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose.	- \$ 126,555
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$.000000 /\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$.000000 /\$100

²³ (Reserved for expansion)
²⁴ Tex. Tax Code §26.044
²⁵ Tex. Tax Code §26.0441

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rat
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose.....</p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose.....</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.....</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	<p>\$ <u>230,378</u></p> <p>\$ <u>206,818</u></p> <p>\$ <u>.000737</u> /\$100</p> <p>\$ <u>.000323</u> /\$100</p> <p>\$ <u>.000323</u> /\$100</p>
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.</p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.....</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	<p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>.000000</u> /\$100</p> <p>\$ <u>.000000</u> /\$100</p> <p>\$ <u>.000000</u> /\$100</p>
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year.....</p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.....</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>.000000</u> /\$100</p> <p>\$ <u>.000000</u> /\$100</p>
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	<p>\$ <u>.448506</u> /\$100</p>
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.....</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100.....</p> <p>C. Add Line 40B to Line 39.</p>	<p>\$ <u>1,988,474</u></p> <p>\$ <u>.062235</u> /\$100</p> <p>\$ <u>.510741</u> /\$100</p>
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	<p>\$ <u>.528616</u> /\$100</p>

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____/100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, or rate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>622,276</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ _____ C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>0</u> E. Adjusted debt. Subtract B, C and D from A. \$ <u>622,276</u>	\$ <u>622,276</u>
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>1,594</u>
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ <u>620,682</u>
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.42 % B. Enter the 2022 actual collection rate. 100.68 % C. Enter the 2021 actual collection rate. 100.42 % D. Enter the 2020 actual collection rate. 100.86 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.42 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>618,086</u>
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>3,224,787,643</u>
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>.019166</u> /100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>.547782</u> /100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____/100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §926.046(f), (f-1) and (f-2)

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 547782 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 2,117,147
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,224,787,643
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$.065652 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$.465060 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 547782 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 56 from Line 57.	\$.482130 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment, or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(f)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(i)

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SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$.496951 /\$100
	B. Unused increment rate (Line 66).....	\$.003500 /\$100
	C. Subtract B from A.....	\$.493451 /\$100
	D. Adopted Tax Rate.....	\$.496951 /\$100
	E. Subtract D from C.....	\$ (.003500) /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$.503099 /\$100
	B. Unused increment rate (Line 66).....	\$.003500 /\$100
	C. Subtract B from A.....	\$.499599 /\$100
	D. Adopted Tax Rate.....	\$.499599 /\$100
	E. Subtract D from C.....	\$.000000 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$.523500 /\$100
	B. Unused increment rate (Line 64).....	\$.000000 /\$100
	C. Subtract B from A.....	\$.523500 /\$100
	D. Adopted Tax Rate.....	\$.520000 /\$100
	E. Subtract D from C.....	\$.003500 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$.000000 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$.482130 /\$100

³⁹ Tex. Tax Code §26.013(a)
⁴⁰ Tex. Tax Code §26.013(c)
⁴¹ Tex. Tax Code §526.0501(a) and (c)
⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
⁴³ Tex. Tax Code §26.063(a)(1)
⁴⁴ Tex. Tax Code §26.012(b)-(d)
⁴⁵ Tex. Tax Code §26.063(a)(1)

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SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet	\$.448506 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 3,224,787,643
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$.015504 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$.019166 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$.483176 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.	\$ _____ /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____ /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____ /\$100

⁴⁴ Tex. Tax Code §26.042(b)
⁴⁵ Tex. Tax Code §26.042(f)
⁴⁶ Tex. Tax Code §26.042(c)
⁴⁷ Tex. Tax Code §26.042(b)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

2023 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$.465060 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 27

Voter-approval tax rate. \$.482130 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax),
 Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 87

De minimis rate. \$.483176 /\$100
 If applicable, enter the 2022 de minimis rate from Line 72.

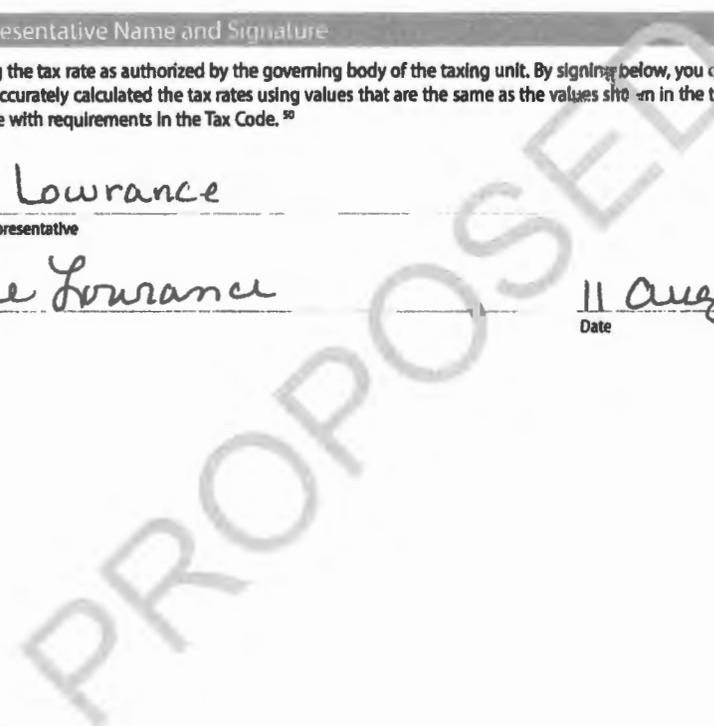
SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here → Michelle Lowrance
 Printed Name of Taxing Unit Representative

sign here → Michelle Lowrance
 Taxing Unit Representative

11 August 2023
 Date



⁵⁰ Tex. Tax Code §526.04(c-2) and (d-2)

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

August 14, 2023

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until the 2024 Budget is adopted**

PROPOSED

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

August 14, 2023

TAX RATES BY FUNDS									
	TAX RATE								
LIST OF FUNDS	2015	2016	2017	2018	2019	2020	2021	2022	2022
ROAD & BRIDGE	0.14006	0.15000	0.14000	0.13605	0.12941	0.13000	0.135000	0.13000	0.13000
GENERAL	0.31706	0.32857	0.34071	0.34576	0.36408	0.36534	0.342934	0.34630	0.33296
INTEREST & SINKING	0.02500	0.03166	0.02721	0.02819	0.02651	0.02466	0.021665	0.02065	0.01917
TOTAL TAX RATE	0.48206	0.51000	0.51000	0.51000	0.52000	0.52000	0.499599	0.496951	0.482130

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

August 14, 2023

**Colorado County, Texas
Statement of Indebtedness
Certificates of Obligation**

**Series 2012
Courthouse Restoration
Issue Date: June 19, 2012**

Maturity Date	Coupon Rate	Principal	Interest	Annual Debt Service Requirement	Principal Balance
				\$ -	\$ 300,000
8/15/2024	2.40%	\$ 150,000	\$ 7,200.00	\$ 157,200.00	\$ 150,000
8/15/2025	2.40%	\$ 150,000	\$ 3,600.00	\$ 153,600.00	\$ -

Years 2026 through 2031 included in Series 2019 Refunding Bonds

**Series 2019 - Refunding Bonds
Courthouse Renovation & Annex Construction
Issue Date: December 30, 2019**

Maturity Date	Coupon Rate	Principal	Interest	Annual Debt Service Requirement	Principal Balance
					\$ 3,120,000
8/15/2024	2.23%	\$ 395,000	\$ 69,576.00	\$ 464,576.00	\$ 2,725,000
8/15/2025	2.23%	\$ 405,000	\$ 60,767.50	\$ 465,767.50	\$ 2,320,000
8/15/2026	2.23%	\$ 585,000	\$ 51,736.00	\$ 636,736.00	\$ 1,735,000
8/15/2027	2.23%	\$ 595,000	\$ 38,690.50	\$ 633,690.50	\$ 1,140,000
8/15/2028	2.23%	\$ 600,000	\$ 25,422.00	\$ 625,422.00	\$ 540,000
8/15/2029	2.23%	\$ 180,000	\$ 12,042.00	\$ 192,042.00	\$ 360,000
8/15/2030	2.23%	\$ 180,000	\$ 8,028.00	\$ 188,028.00	\$ 180,000
8/15/2031	2.23%	\$ 180,000	\$ 4,014.00	\$ 184,014.00	\$ -

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

August 14, 2023

**COLORADO COUNTY, TEXAS
ELECTED AND APPOINTED OFFICIALS
AS OF SEPTEMBER 1, 2023**

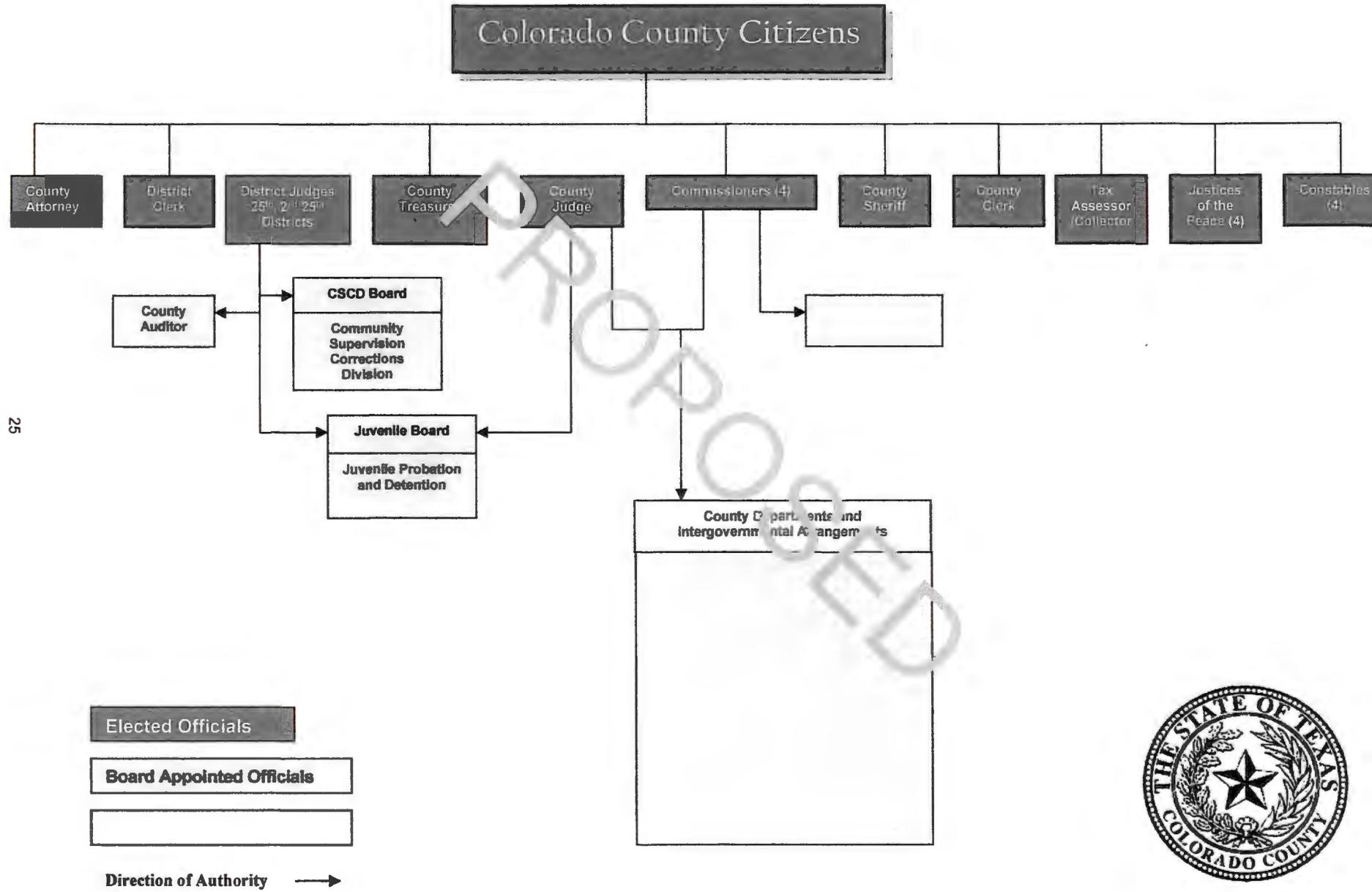
Elected Officials

County Judge	Daniel "Ty" Prause
Commissioners	
Precinct No. 1	Doug Wessels
Precinct No. 2	Ryan Brandt
Precinct No. 3	Keith Neuendorff
Precinct No. 4	Darrell Gertson
25 th Judicial District Judge	William Old III
2 nd 25 th Judicial District Judge	Jessica Crawford
Tax Assessor-Collector	Erica Kollaja
County Clerk	Kimberly Menke
County/District Attorney	Jay Johannes
District Clerk	Valerie Harmon
County Treasurer	Joyce Guthmann
County Sheriff	R.H. "Curly" Wied, III
Justices of Peace	
Precinct No. 1	Billy Hefner
Precinct No. 2	Boe Reeves
Precinct No. 3	Donald Clark
Precinct No. 4	Stan Warfield
Constable No. 1	Richard J. LaCourse Jr
Constable No. 2	Lonna Henze
Constable No. 3	Iva Menke
Constable No. 4	Darrell Stancik
County Surveyor	Matthew Loessin
County Engineer	Kirk Lowe

Appointed Official

Veterans' Service Officer	Charlotte Alger
Public Defenders	Kevin Dunn
	Louis Gimbert
County Auditor	Michelle Lowrance
Adult Probation District Director	Roderick James
Juvenile Probation District Director	Tricia Becker
Adult Probation Officer	Justin Jones
Juvenile Probation Officer	Kathryn Faber
Juvenile Probation Officer	Michael Krhovjak
Local Health Authority	Bart Klaus, M.D.
County Extension Office	
County Ag Agent	Laramie Naumann
Consumer and Family Science	Ja'Shae Carter
Medical Director	Lindsey Tijerina, M.D.
Asst Medical Director	Raymond Russell Thomas, Jr., M.D.
Asst Medical Director	Curtis Van Houten, M.D.
Asst Medical Director	Raymond Cantu, M.D.

Colorado County Organization Chart



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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
	2022	BUDGET 2023	BUDGET 2024
GENERAL FUND			
RECEIPTS			
AD VALOREM TAX	9,632,713	10,215,079	10,492,500
DELINQUENT AD VALOREM TAX	123,408	77,260	100,000
PENALTY & INTEREST	92,451	73,098	90,000
BEER & LIQUOR LICENSES	9,900	7,500	7,500
MIXED DRINK TAX	37,128	20,000	35,000
AMUSEMENT TAX	-	50	-
DEVELOPMENT FEES	28,505	25,000	30,000
AMBULANCE FEES COLLECTED	1,293,375	1,400,000	1,600,000
DONATIONS/CONTRIBUTIONS	5,732	2,500	2,500
Donations/MH Deputy	48,035	65,500	-
INTEREST INCOME	261,774	129,013	600,000
MOTOR VEHICLE SALES TX COMM	360,042	250,000	500,000
SALE OF POLICE REPORTS	1,614	750	1,500
JUDICIAL EDUCATION FEES	630	500	500
SALES-VENDING & SCAP METALS	85	150	100
JUROR DONATIONS-CASA	296	100	200
V.I.T. OVERAGES (TAX A/C)	26,676	20,000	20,000
SALES TAX	1,988,474	1,700,000	1,800,000
OIL & GAS ROYALTY	207	200	200
JUROR DONATIONS-CHILD WEL	272	100	300
JURY FEES	5,451	4,000	5,500
STENOGRAPHER FEES	8,813	6,000	8,000
RENTAL INCOME-TCA & TEXANA	40,500	64,500	105,500
PUBLIC DEFENDER FEES	8,845	12,000	10,000
INTERPRETOR FEES	1,493	1,000	1,000
STATE SUPPLEMENT-CO JUDGE	25,200	25,200	25,200
PRISONER TRANSPORT REIMB	8,079	5,000	5,000
BOND FORFEITURES	9,625	25,000	15,000
UNCLAIMED PROPERTY-UNCASH	18	500	500
MISCELLANEOUS INCOME	217,150	100,000	100,000
FEES OF OFFICE:			
TAX ASSESSOR/COLLECTOR	12,901	120,000	140,000
DISTRICT CLERK	25,000	40,000	50,000
COUNTY CLERK	223,295	200,000	200,000
SHERIFF	5,362	35,000	50,000
COUNTY JUDGE	840	1,000	1,000
COUNTY ATTORNEY	12,563	10,000	12,000
CONSTABLE	8,888	10,000	10,000
JUSTICE OF PEACE PCT #1	126,652	115,000	115,000
JUSTICE OF PEACE PCT #2	70,091	60,000	60,000
JUSTICE OF PEACE PCT #3	67,089	100,000	75,000
JUSTICE OF PEACE PCT #4	90,668	60,000	75,000
COURT COSTS PRIOR TO 2004	26	650	50
DRUG COURT COST FEES	87	100	100
EMS/TRAUMA FUND FEES	275	250	250
CONSOLIDATED COURT COSTS	20,281	20,000	20,000
STATE TRAFFIC FINES	4,334	4,000	4,000
ARREST FEES	6,691	5,000	6,500
Judicial Support Fees	255	-	-
Jury Svc Reimb Fee	55	-	-
Indigent legal svc fee	23	-	-
CIVIL FILING FEES	7,205	5,000	7,500
LANGUAGE ACCESS FEES	1,023	1,000	1,000
INDIGENT DEFENSE FUND FEES	94	250	50
WARRANT/CAPIAS FEES	1,683	2,500	2,000
APPELLATE COURT FEES	1,795	1,500	1,500

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
FINES & TRIAL FEES-COUNTY CRT	42,871	60,000	50,000
FINES & TRIAL FEES-DIST CRT	40,273	50,000	40,000
TRAFFIC FEES	6,083	5,000	5,000
CHILD SAFETY FEES	471	50	250
SEPTIC SYSTEM FEES	56,780	50,000	60,000
MOVING VIOLATION FEES	167	50	100
TIME PAYMENT FEES	1,941	2,000	2,000
COURT FACILITY FEES	6,820	5,000	6,000
BIRTH CERTIFICATES FEES	186	150	150
COURT RECORDS PRESERVATION	7,242	6,000	5,000
CO RECORDS PRESERVATION	340	500	250
CERTIFICATION OF DISCOVERY FEES	424	500	500
BEASON PARK PERMIT FEES	750	500	500
CRT INITIATED GUARDIAN FEES	4,620	4,000	4,000
TAX ABATEMENT FEES	5,150	1,000	5,000
DNA TESTING	81	200	100
TRUANCY PREVENTION FEES	11,832	7,500	10,000
COUNTY SPECIALITY COURT ACCT	2,118	1,500	2,000
VISUAL RECORDING FEE	305	300	300
BAIL BOND FEES	677	500	500
SALE OF 911 ADDRESS SIGNS	3,275	2,500	4,000
MATCHING FUNDS/SCH RES OFC	37,700	77,400	84,050
CHILD ABUSE PREVENTION FEES	60	100	50
CLERK'S VITAL STATISTICS FEE	1,124	1,000	1,000
FTA/OMNIBASE	984	5,000	1,000
FAMILY PROTECTION FEE	34	500	-
JUROR PMTS-STATE COMPTROLLER	8,160	7,500	7,500
GRANT - TITLE IV-E	1,758	-	1,000
General Land Office	-	-	3,000,000
SB 22 Prosecutor's Grant	-	-	175,000
SB 22 LEO Grant	-	-	350,000
INDIGENT DEFENSE IMPROVEMENT	-	-	9,200
GRANT PROCEEDS	116,804	75,000	75,000
GRANT - STATE COMPTROLLER	4,174	50,000	50,000
GRANT- HOMELAND SECURITY	111	25,000	-
TOTAL RECEIPTS	15,282,213	15,561,000	20,337,000
BEGINNING BALANCE JAN 1ST	6,463,027	6,500,000	8,775,000
TOTAL AVAILABLE RESOURCES	21,991,240	22,061,000	29,112,000

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
GENERAL FUND			
1. COUNTY JUDGE			
SALARY, COUNTY JUDGE	66,630	69,294	71,026
SALARY, CO JUDGE STATE	25,200	25,200	25,200
SALARY, CO JUDGE -ATTORNEY	25,000	25,000	25,000
WAGES, SECRETARY	40,242	41,850	42,896
SOCIAL SECURITY TAXES	11,956	12,343	12,555
GROUP MEDICAL INSURANCE	21,098	22,000	24,000
RETIREMENT	20,733	20,973	21,336
SUPPLIES/EQUIP UNDER \$500	4,143	3,000	3,000
COMMUNICATIONS EXPENSE	2,334	3,000	3,000
COPIER USAGE EXPENSE	2,087	1,560	1,560
SEMINARS/DUES/MEETINGS	772	2,150	2,150
TRAVEL EXPENSES	-	1,500	1,500
EQUIPMENT OVER \$500	1,393	2,500	2,500
TOTAL COUNTYJUDGE	221,588	230,370	231,724
2. COMMISSIONERS' COURT			
SALARY, COMMISSIONERS	264,096	274,656	271,524
SOCIAL SECURITY TAXES	19,779	21,011	21,577
GROUP MEDICAL INSURANCE	42,254	44,000	45,000
RETIREMENT	34,861	35,703	36,598
WORKER'S COMP INSURANCE	68,475	75,000	75,000
OUTSIDE LEGAL SERVICES	108,786	50,000	250,000
APPRAISAL DISTRICT FEES	338,315	381,350	543,000
COMMUNICATIONS EXPENSE	1,881	-	-
COMM TRAINING/CONFERENCE	1,562	6,000	6,000
LIBRARIES	22,000	22,000	22,000
RURAL FIRE FIGHTING AIDE	187,355	157,340	194,000
FIREFIGHTER'S ASSOC		4,000	4,000
GENERAL LIABILITY INS	7,440	10,000	10,000
PUBLIC OFFICIALS LIAB INS	23,627	30,000	30,000
SOIL & WATER CONSERVATION	1,500	7,500	7,500
TOTAL COMMISSIONERS' COURT	1,279,177	1,318,560	1,529,159
3. COUNTY CLERK			
SALARY, COUNTY CLERK	59,400	61,776	63,320
WAGES, DEPUTIES	132,898	185,016	189,641
SOCIAL SECURITY TAXES	13,477	18,880	19,352
GROUP MEDICAL INSURANCE	45,451	66,000	72,000
RETIREMENT	24,655	32,078	32,885
SUPPLIES/EQUIP UNDER \$500	6,453	14,000	14,000
COMMUNICATIONS EXPENSE	955	2,500	2,500
COPIER USAGE EXPENSE	1,959	4,000	4,000
SEMINARS/DUES/MEETINGS	1,526	3,500	3,500
EQUIPMENT OVER \$500	6,096	25,000	25,000
Software - Land & Vitals			75,000
Software - Court Systems (see DC)			
TOTAL COUNTY CLERK	292,870	412,750	501,198

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
4. ELECTIONS			
SALARY, ELECTION ADMINISTRATOR	48,618	50,076	51,328
WAGES, ELECTION PERSONNEL	32,341	33,000	33,825
SOCIAL SECURITY TAXES	7,274	6,354	6,514
GROUP MEDICAL INSURANCE	17,184	22,000	24,000
RETIREMENT	10,531	10,770	11,070
BOND/WISP			200
VOTING SUPPLIES/PRINTING	21,609	20,000	26,500
ELECTION JUDGES & CLERKS	24,750	9,500	73,000
COMMUNICATIONS EXPENSE	5,239	6,000	6,000
COPIER USAGE EXPENSE	2,430	2,500	2,500
VOTER'S REGISTRATION EXP	6,441	6,000	6,000
Admin Supplies			1,200
Election Security			1,750
SEMINARS & MEETINGS	4,921	3,500	3,500
PUBLICATIONS	1,963	2,500	2,500
MAINTAINING EQUIPMENT	18,144	22,000	25,000
BUILDING RENT		500	500
EQUIPMENT & SOFTWARE	2,199		9,000
Van Maintenance	804	-	4,000
HAVA GRANT MATCH	16,000	16,000	
TOTAL ELECTIONS	220,448	210,700	286,387
5. COUNTY COURT			
VISITING JUDGE EXPENSES	521	5,000	5,000
PROFESSIONAL SVCS-N.S.	-	2,500	2,500
COURT APPOINTED ATTYS	3,075	3,000	5,000
INTERPRETER	3,800	10,000	10,000
JUROR EXPENSE	397	3,500	3,500
COURT REPORTERS	3,806	6,000	6,000
TOTAL COUNTY COURT	11,600	32,000	32,000
6. PUBLIC DEFENDER			
SALARY, PUBLIC DEFENDERS	103,056	133,592	136,932
WAGES, SECRETARY	8,136	39,660	40,652
SOCIAL SECURITY TAXES	10,323	13,254	13,585
GROUP MEDICAL INSURANCE	31,654	33,000	36,000
RETIREMENT	18,637	22,894	23,086
SUPPLIES/EQUIP UNDER \$500	1,779	3,000	3,000
COMMUNICATIONS EXPENSE	1,153	2,000	1,500
LAW BOOKS/ON-LINE SUBSCR	3,046	3,000	3,000
SEMINARS/DUES/MEETINGS	950	3,000	2,000
EQUIPMENT OVER \$500	345	2,000	2,000
TIDC GRANT EXPENDITURES			18,400
TOTAL PUBLIC DEFENDER	209,079	255,400	280,154
7. 25TH JUDICIAL DISTRICT			
OFFICE SUPPLIES	224	300	300
TRAVEL & EDUCATION	478	1,000	1,000
COURT REPORTER(SAL&FRG)	12,731	13,350	14,018
COURT REPORTERS EXP	2,361	3,000	3,000
COURT COORD(SAL&FRG)	9,092	9,000	10,000
COURT COORD EXPENSE	-	250	250
TOTAL 25TH JUDICIAL DISTRICT	24,886	26,900	28,568

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

August 14, 2023

	ACTUAL	ADOPTED BUDGET	PROPOSED BUDGET
	2022	2023	2024
8. 2ND 25TH JUDICIAL DISTRICT			
OFFICE SUPPLIES	-	300	300
TRAVEL & EDUCATION	238	1,000	1,000
COURT REPORTER(SAL&FRG)	12,774	13,350	14,018
COURT REPORTERS EXP	2,961	3,000	3,000
COURT COORD(SAL&FRG)	8,947	9,000	10,000
COURT COORD EXPENSE		250	250
TOTAL 2ND 25TH JUDICIAL DIST	24,920	26,900	28,568
9. DISTRICT COURT-COMBINED			
THIRD ADM JUDICIAL EXP	921	1,500	1,500
COURT OF APPEALS EXP	5,145	4,000	4,000
VISITING JUDGES EXPENSE	1,306	4,000	6,000
PROF SVCS-NON SPECIFIED	7,200	10,000	10,000
COURT APPOINTED ATTYS	17,945	20,000	20,000
INTERPRETORS	4,163	20,000	20,000
PRINTED FORMS	-	1,500	1,500
REPORTERS RECORD	3,120	3,000	3,000
JUROR EXPENSE	16,527	20,000	20,000
COURT REPORTERS	10,606	7,000	7,550
TOTAL DISTRICT COURT-COMBINED	66,933	91,000	93,350
10. DISTRICT CLERK			
SALARY, DISTRICT CLERK	60,542	61,776	63,320
WAGES, DEPUTIES	75,270	75,231	80,239
WAGES, PART-TIME	15,600	16,848	17,269
SOCIAL SECURITY TAXES	11,461	12,003	12,303
GROUP MEDICAL INSURANCE	30,677	33,000	36,000
RETIREMENT	19,886	20,391	20,908
SUPPLIES/EQUIP UNDER \$500	6,275	7,000	7,500
COMMUNICATIONS EXPENSE	792	2,250	1,000
COPIER USAGE EXPENSE	1,126	2,500	3,500
SEMINARS/DUES/MEETINGS	1,787	2,000	4,000
EQUIPMENT OVER \$500	1,935	10,000	5,000
Court System Software (CC & DC)			275,000
TOTAL DISTRICT CLERK	227,491	246,050	526,040

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
	2022	BUDGET 2023	BUDGET 2024
11. JUSTICE OF PEACE PCT #1			
SALARY, JUSTICE OF PEACE	44,112	45,876	47,023
WAGES, CLERKS	73,872	76,830	78,751
SOCIAL SECURITY TAXES	8,673	9,387	9,622
GROUP MEDICAL INSURANCE	21,416	33,000	36,000
RETIREMENT	15,627	15,957	16,351
SUPPLIES/EQUIP UNDER \$500	4,069	4,000	4,000
COMMUNICATIONS EXPENSE	1,400	1,500	1,500
COPIER LEASE/USAGE EXP	1,500	1,500	1,500
SEMINARS/DUES/MEETINGS	983	1,000	1,000
TRAVEL EXPENSE	1,458	2,000	2,000
JUROR EXPENSE	1,088	1,000	1,000
EQUIPMENT	659	2,000	2,000
TOTAL JUSTICE OF PEACE #1	174,857	194,050	200,746
12. JUSTICE OF PEACE PCT #2			
SALARY, JUSTICE OF PEACE	44,112	45,876	47,023
WAGES, CLERKS	66,438	69,096	70,823
SOCIAL SECURITY TAXES	6,909	8,795	9,011
GROUP MEDICAL INSURANCE	31,534	33,000	36,000
RETIREMENT	14,593	14,933	15,320
SUPPLIES/EQUIP UNDER \$500	2,873	4,000	4,000
COMMUNICATIONS EXPENSE	3,397	3,500	3,500
COPIER LEASE/USAGE EXP	1,500	2,000	2,000
SEMINARS/DUES/MEETINGS	1,463	2,500	2,500
TRAVEL EXPENSE	1,034	1,500	1,500
JUROR EXPENSE	348	1,500	1,000
EQUIPMENT OVER \$500		2,000	2,000
TOTAL JUSTICE OF PEACE #2	174,001	191,200	194,682
13. JUSTICE OF PEACE PCT #3			
SALARY, JUSTICE OF PEACE	44,112	45,876	47,023
WAGES, CLERKS	68,778	71,532	68,675
SOCIAL SECURITY TAXES	8,600	8,982	8,851
GROUP MEDICAL INSURANCE	31,470	33,000	36,000
RETIREMENT	14,902	15,260	15,041
SUPPLIES/EQUIP UNDER \$500	5,959	5,500	5,500
COMMUNICATIONS EXPENSE	794	2,000	1,000
COPIER LEASE/USAGE EXP	1,500	2,000	1,500
SEMINARS/DUES/MEETINGS	500	1,750	1,250
TRAVEL EXPENSE	-	750	500
JUROR EXPENSE	576	1,000	1,000
EQUIPMENT OVER \$500	2,792	3,000	2,000
TOTAL JUSTICE OF PEACE #3	179,983	190,650	188,340

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
14. JUSTICE OF PEACE PCT #4			
SALARY, JUSTICE OF PEACE	44,112	45,876	47,023
WAGES, CLERK	34,236	35,604	36,494
WAGES, PART-TIME	19,328	20,926	21,449
SOCIAL SECURITY TAXES	7,506	7,834	8,030
GROUP MEDICAL INSURANCE	17,253	28,600	31,200
RETIREMENT	12,951	13,310	13,646
SUPPLIES/EQUIP UNDER \$500	3,539	3,500	3,500
COMMUNICATIONS EXPENSE	2,485	3,225	3,225
SEMINARS/DUES/MEETINGS	1,484	1,750	1,750
TRAVEL EXPENSE	3,686	3,500	3,500
OFFICE RENT	4,680	5,000	5,000
JUROR EXPENSE	156	1,500	1,500
EQUIPMENT OVER \$500		2,000	2,000
TOTAL JUSTICE OF PEACE #4	151,416	172,625	178,317
15. COUNTY/DISTRICT ATTORNEY			
SALARY, ASST CO ATTYS	146,298	152,148	155,927
SALARY, ADD'L ATTY & BENEFITS			175,000
SALARY, INVESTIGATOR	57,360	59,652	61,143
WAGES, SECRETARIES	110,139	153,362	157,196
SALARY, LONGEVITY	7,420	7,680	7,680
SOCIAL SECURITY TAXES	24,450	28,522	28,633
GROUP MEDICAL INSURANCE	63,164	77,000	84,000
RETIREMENT	42,401	48,466	48,658
OFFICE EXPENSES	25,985	32,000	35,000
EQUIPMENT	6,217	2,500	2,500
TOTAL COUNTY/DIST ATTORNEY	483,434	561,330	755,762
16. COUNTY AUDITOR			
SALARY, COUNTY AUDITOR	79,400	82,620	84,686
SALARY, ASSISTANTS	111,617	132,492	200,910
SOCIAL SECURITY TAXES	16,258	16,455	21,815
GROUP MEDICAL INSURANCE	36,988	44,000	60,000
RETIREMENT	26,011	28,383	37,113
SUPPLIES/EQUIP UNDER \$500	3,991	4,750	4,750
COMMUNICATIONS EXPENSE	796	1,600	1,600
COPIER LEASE/COPIES	1,500	1,500	1,500
SEMINARS/DUES/MEETINGS	2,470	3,250	3,250
EQUIPMENT OVER \$500		2,000	2,000
TOTAL COUNTY AUDITOR	281,771	317,050	417,624
17. COUNTY TREASURER			
SALARY, TREASURER	59,400	61,776	63,320
Part time			
SOCIAL SECURITY TAXES	4,423	4,726	4,844
GROUP MEDICAL INSURANCE	10,564	11,000	12,000
RETIREMENT	7,841	8,033	8,232
SUPPLIES/EQUIP UNDER \$500	2,366	2,500	3,500
COMMUNICATIONS EXPENSE	178	1,000	500
TRAVEL EXPENSE	1,212	700	1,000
SEMINARS/DUES/MEETINGS	464	3,000	2,500
EQUIPMENT OVER \$500	1,084	1,000	1,500
TOTAL COUNTY TREASURER	87,532	93,735	97,396

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
18. TAX ASSESSOR/COLLECTOR			
SALARY, TAX A/C	59,400	61,776	63,320
WAGES, DEPUTIES	142,920	154,200	191,000
SOCIAL SECURITY TAXES	14,443	16,522	19,456
GROUP MEDICAL INSURANCE	51,280	55,000	72,000
RETIREMENT	26,706	28,077	33,062
SUPPLIES/EQUIP UNDER \$500	3,090	4,250	4,000
COMMUNICATIONS EXPENSE	863	2,500	1,250
COPIER LEASE/COPIES	2,506	3,000	3,000
SEMINARS/DUES/MEETINGS	4,528	2,000	2,000
EQUIPMENT OVER \$500	-	2,500	1,500
TOTAL TAX A/C	305,736	329,825	390,588
19. MAINTENANCE OF BUILDINGS			
WAGES, PART TIME HELP	13,252	17,300	17,733
WAGES, MAINT DIRECTOR	44,259	45,342	46,776
WAGES, YARD MAN	37,005	38,364	39,321
WAGES, HOUSEKEEPERS	44,904	55,494	55,881
SOCIAL SECURITY TAXES	10,614	11,972	12,271
GROUP MEDICAL INSURANCE	39,462	44,000	48,500
RETIREMENT	18,435	20,328	20,854
CLEANING SUPPLIES	8,845	20,000	10,000
HAND TOOLS & EQUIPMENT	5,456	3,000	3,000
REPAIR MATERIALS	883	10,000	5,000
MISCELLANEOUS SUPPLIES	9,334	15,000	10,000
COMMUNICATIONS EXPENSE	240	15,000	1,500
UTILITIES	125,551	115,000	120,000
REPAIRS TO BUILDINGS	75,774	55,000	80,000
REPAIRS TO EQUIPMENT	51,814	49,000	42,500
ELEVATOR MAINTENANCE	10,706	10,000	10,000
BUILDING/PROPERTY INS	78,057	110,000	120,000
GROUNDS MAINTENANCE	21,205	7,500	20,000
PEST CONTROL	7,211	4,000	4,000
MISCELLANEOUS	1,557	5,000	5,000
EQUIPMENT OVER \$500	7,020	10,000	5,000
TOTAL MAINTENANCE OF BLDGS	623,592	661,300	677,538
20. PARKS & RECREATION			
UTILITIES	520	2,500	1,000
MAINTENANCE	1,264	2,500	1,500
TOTAL PARKS & RECREATION	1,784	5,000	2,500
21. SEPTIC SYSTEM/FLOODPLAIN			
SALARY, COORDINATOR	27,654	29,226	29,957
SOCIAL SECURITY TAXES	2,120	2,230	2,292
RETIREMENT	3,659	3,794	3,894
CONTRACT SERVICES	-	8,250	5,000
SUPPLIES/EQUIP UNDER \$500	1,036	1,400	1,000
TRAVEL EXPENSE	660	500	500
COMMUNICATIONS EXPENSE	703	1,000	1,000
SEMINARS/DUES/MEETINGS	111	1,500	1,000
DOCUMENT IMAGING	-	2,000	500
EQUIPMENT OVER \$500	-	2,000	500
TOTAL SEPTIC SYSTEM	35,943	51,900	45,643

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
22. EMERGENCY MANAGEMENT			
SALARY, COORDINATOR	40,359	49,140	50,369
SALARY, ASST COORDINATOR	20,244	21,054	21,580
SOCIAL SECURITY	4,052	5,370	5,504
GROUP MEDICAL INSURANCE	8,071	11,000	12,000
RETIREMENT	8,000	9,136	9,353
RADIO REPAIRS & MAINT	12,707	33,000	40,000
SEMINARS/DUES/MEETINGS	175	2,000	2,500
SUPPLIES/EQUIP UNDER \$500	7,938	3,300	4,000
COMMUNICATIONS EXPENSE	3,184	4,500	5,500
REPAIRS & MAINTENANCE	4,417	6,000	8,000
EQUIPMENT OVER \$500	7,122	25,000	61,000
CONTINGENCY - GRANTS	25,266	40,000	10,000
OEM/EOC COMMUNICATIONS CNTR			3,000,000
TOTAL EMERGENCY MNGMENT	144,545	209,500	3,229,806
23. EMERGENCY MEDICAL SVC			
SALARY, EMS DIRECTOR	70,364	76,800	51,200
Salary, EMS Asst Director	19,245	60,000	70,850
SALARY, FLEET MAINTENANCE	48,407	50,316	51,574
WAGES, AMBULANCE ACCT	42,000	43,680	8,000
WAGES, FULL-TIME EMT's	700,691	751,032	902,880
WAGES, PART-TIME EMT's	213,300	260,000	100,000
WAGES, OVERTIME	514,578	51,920	500,000
HOLIDAY PAY	40,172	40,320	41,500
SALARY, EXTRA JOBS	46,086	45,000	45,000
SOCIAL SECURITY TAXES	127,015	15,000	141,997
GROUP MEDICAL INSURANCE	220,989	275,000	312,000
RETIREMENT	223,705	232,024	241,287
SUPPLIES/EQUIP UNDER \$500	8,103	15,000	15,000
AMBULANCE SUPPLIES	87,664	110,000	100,000
FIRST RESPONDER SUPPLIES	7,704	7,500	1,500
FUEL & OIL	10,703	90,000	120,000
TRAINING COURSES	1,403	15,000	15,000
MEDICAL DIRECTOR EXPS	14,875	15,000	15,000
DRUG & ALCOHOL TESTING	4,071	3,500	3,500
COMMUNICATIONS EXPENSE	19,979	17,500	17,500
COPIER LEASE PAYMENT	1,800	2,000	2,000
BILLING SERVICES	2,447	25,000	-
MEDICAL WASTE SERVICES	1,625	1,500	1,500
LICENSING FEES & eDISPATCH	12,570	15,000	15,000
INSURANCE	9,587	12,500	12,500
UNIFORMS	10,514	12,000	12,000
REPAIRS TO AMB/EQUIP	87,962	120,000	100,000
RADIOS & RADIO REPAIRS	522	10,000	10,000
MISCELLANEOUS		5,000	1,000
EQUIPMENT OVER \$500	126,430	30,000	30,000
AMBULANCE UNITS	374,498	200,000	200,000
CONTINGENCY-GRANT FUNDS	1,013	30,000	5,000
TOTAL EMERGENCY MEDICAL SVC	3,148,827	3,168,145	3,227,838

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

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	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
24. CONSTABLE, PCT #1			
SALARY, CONSTABLE	20,664	21,504	22,042
SOCIAL SECURITY TAXES	1,600	1,650	1,686
GROUP MEDICAL INSURANCE	10,472	11,000	12,000
RETIREMENT	2,764	2,796	2,865
CELL PHONE EXPENSE	275	300	300
TRAVEL/VEHICLE MAINT	60	1,800	1,000
SEMINARS/DUES/MEETINGS	5,528	600	500
MISCELLANEOUS	390	1,250	500
TOTAL CONSTABLE, PCT #1	41,753	40,900	40,893
25. CONSTABLE, PCT #2			
SALARY, CONSTABLE	20,664	21,504	22,042
SOCIAL SECURITY TAXES	1,020	1,650	1,686
GROUP MEDICAL INSURANCE	10,449	11,000	12,000
RETIREMENT	2,728	2,796	2,865
TRAVEL EXPENSE	2,345	5,000	2,500
SEMINARS/DUES/MEETINGS	60	600	500
CELL PHONE EXPENSE	572	600	300
MISCELLANEOUS	140	1,250	500
TOTAL CONSTABLE, PCT #2	37,978	44,400	42,393
26. CONSTABLE, PCT #3			
SALARY, CONSTABLE	20,664	21,504	22,042
SOCIAL SECURITY TAXES	1,604	1,650	1,686
GROUP MEDICAL INSURANCE	10,444	11,000	12,000
RETIREMENT	2,767	2,796	2,865
TRAVEL EXPENSE	812	1,200	1,000
SEMINARS/DUES/MEETINGS	85	600	500
CELL PHONE EXPENSE	300	300	300
MISCELLANEOUS	-	1,250	500
TOTAL CONSTABLE, PCT #3	36,726	40,300	40,893
27. CONSTABLE, PCT #4			
SALARY, CONSTABLE	20,664	21,504	22,042
SOCIAL SECURITY TAXES	979	1,650	1,686
GROUP MEDICAL INSURANCE	10,472	11,000	12,000
RETIREMENT	2,728	2,796	2,865
TRAVEL EXPENSE		500	250
SEMINARS/DUES/MEETINGS		600	600
MISCELLANEOUS		1,250	500
TOTAL CONSTABLE, PCT #4	34,843	39,300	39,943

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
28. SHERIFF DEPARTMENT			
SALARY, SHERIFF	71,760	74,628	76,494
SALARY, DEPUTIES	979,775	1,325,914	1,301,154
SALARY, SECRETARY	46,415	47,010	48,185
SALARY, MH DEPUTY	33,293		57,908
SALARY, DISPATCHERS	377,686	452,212	463,517
SALARY, HOLIDAY PAY	61,210	60,000	60,000
SALARY, CERTIFICATE PAY	24,850	28,000	28,000
Certificate Pay Increase			22,800
SOCIAL SECURITY TAXES	116,546	152,027	152,027
GROUP MEDICAL INSURANCE	302,242	418,000	456,000
RETIREMENT	210,832	258,409	258,409
PERSONNEL COSTS	2,224,609	2,816,200	2,924,494
SUPPLIES/EQUIP UNDER \$500	23,923	20,000	25,000
FEDERAL EXPRESS CHGS	8	1,500	1,500
FUEL & OIL	142,826	120,000	120,000
PHOTO/RIFLE SUPPLIES	8,133	2,500	2,500
BATTERIES, TIRES & TUBES	10,166	15,000	15,000
FINGERPRINT/EVIDENCE	371	2,000	2,000
DRUG TESTING	823	500	1,000
COMMUNICATIONS EXPENSE	44,075	40,000	50,000
SCHOOLS FOR DEPUTIES	8,172	6,000	8,000
SEMINARS/DUES/MEETINGS	962	1,500	1,500
911 OPERATING EXPENSES	16,132	30,000	30,000
MH Transports	2,363		2,500
COPIER/PRINTER LEASE	3,269	3,000	3,000
SOFTWARE/LICENSE SERVICES	19,698	50,000	50,000
DOCUMENT IMAGING		10,000	2,500
RADIO REPAIRS	2,153	4,000	4,000
REPAIRS OF VEHICLES	54,517	50,000	50,000
AUTO LIABILITY INSURANCE	11,313	20,000	20,000
EMPLOYEE UNIFORMS	5,722	7,500	9,000
CONTRACT IT SERVICES	30,000	25,000	25,000
ESTRAY EXPENSES		5,000	1,500
EMERGENCY EQUIP/DETAIL	4,064	15,000	7,500
MISCELLANEOUS	8,278	12,500	10,000
OFFICE EQUIP OVER \$500	186,023	40,000	50,000
RADIO EQUIPMENT	17,894	5,000	5,000
Body Cam Equip			70,000
SB 22 LEO Grant			350,000
MOTOR VEHICLES	304,272	337,000	360,000
TOTAL SHERIFF DEPARTMENT	3,131,012	3,639,200	4,194,744

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
29. JAIL			
SALARY, JAIL ADMINISTRATOR	71,804	65,148	66,777
WAGES, JAILERS	754,923	911,025	933,801
WAGES, BAILIFFS	18,345	25,000	25,625
HOLIDAY PAY	40,463	37,500	39,375
CERTIFICATE PAY	7,300	8,500	8,925
SOCIAL SECURITY TAXES	66,938	80,108	82,199
GROUP MEDICAL INSURANCE	181,151	242,000	264,000
RETIREMENT	117,855	136,119	139,685
TOTAL PERSONNEL	1,258,779	1,505,400	1,560,387
FOOD/MEAT FOR INMATES	196,443	160,000	190,000
CLEANING SUPPLIES	10,786	10,000	7,500
BEDDING & LINENS		1,000	2,500
JAIL LAUNDRY	7,218	8,000	5,000
JAIL SUPPLIES	17,237	15,000	15,000
MISCELLANEOUS SUPPLIES	1,861	1,500	2,000
JAIL INMATE INDIGENT SUPPLIES	15	10,000	1,000
REQUIRED TESTING & PHYSICALS	5,195	3,000	3,000
OUT OF COUNTY HOUSING INMATES	19,750	10,000	10,000
PRISONER MEDICAL/MEDICINE	282,552	175,000	200,000
SCHOOLS FOR JAILERS	3,846	2,000	5,000
PRISONER TRANSPORT	147	5,000	1,000
UTILITIES	89,939	110,000	110,000
JAIL REPAIRS	87,064	100,000	100,000
COPIER LEASE EXPENSE	3,000	3,500	3,500
LAW ENFORCEMENT LIAB	28,067	25,000	35,000
GROUNDS MAINTENANCE	239	2,500	1,000
PEST CONTROL	700	1,000	1,000
JAIL INMATE UNIFORMS	803	2,500	2,000
JAILER UNIFORMS	2,111	2,000	2,000
EQUIPMENT OVER \$500	5,276	5,000	5,000
TOTAL JAIL	2,019,095	2,157,400	2,262,637
30. CORRECTION & PROBATION			
SALARY, JUVENILE JUDGES	11,600	11,600	12,500
SOCIAL SECURITY TAXES	886	888	956
RETIREMENT	1,532	1,510	1,625
JUVENILE PROBATION DEPT	125,052	132,552	150,000
ADULT PROBATION DEPT	7,000	10,000	10,000
JUV DETENTION SERVICES	100,230	50,000	100,000
TOTAL CORRECTION/PROBATION	246,300	206,550	275,081
31. MENTAL HEALTH			
MENTAL SERVICES(TEXANA)	14,180	14,180	14,180
MENTAL ILL FEES	1,337	5,000	5,000
TOTAL MENTAL HEALTH	15,517	19,180	19,180

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
32. VETERAN SERVICE OFFICER			
WAGES, VETERAN SVC OFC	16,082	23,150	23,729
SOCIAL SECURITY TAXES	1,230	1,770	1,815
RETIREMENT	2,123	3,060	3,085
OFFICE SUPPLIES	965	1,000	1,000
COMMUNICATIONS EXPENSE	642	1,000	1,000
SEMINARS/DUES	253	750	1,000
TOTAL VETERAN SERVICE OFC	21,295	30,730	31,629
33. CONTRACT SERVICES			
SENIOR CITIZENS SERVICE	24,880	24,880	24,880
COLORADO VALLEY TRANSIT	5,000	5,000	5,000
COMBINED COMM ACTION	5,000	5,000	5,000
ADULT CORE SERVICES	9,500	9,500	9,500
FAMILY CRISIS CENTER	3,500	3,500	3,500
FOSTER CHILD CARE	10	6,000	6,000
AUTOPSIES	161,233	100,000	100,000
INDIGENT BURIAL EXPENSE	840	3,000	3,000
BOYS & GIRLS CLUB	5,000	5,000	5,000
CASA - FOSTER CHILDREN	5,500	10,000	10,000
COLO CO HISTORICAL COMM		2,500	2,500
TOTAL CONTRACT SERVICES	220,463	174,380	174,380
34. INDIGENT HEALTH CARE			
SALARY, IHC COORDINATOR	12,588	13,950	13,950
SOCIAL SECURITY TAXES	963	1,040	1,067
GROUP MEDICAL INSURANCE	4,146	4,400	4,800
RETIREMENT	1,652	1,770	1,814
SUPPLIES/EQUIP UNDER \$500	31	750	750
COMMUNICATIONS EXPENSE	167	750	250
EQUIPMENT OVER \$500		1,000	500
SEMINARS/DUES/MEETINGS		750	500
SOFTWARE LICENSE	13,767	16,000	16,000
UTMB HOSPITAL CONTRACT		80,000	80,000
HOSPITALIZATION, IHC	85,416	109,000	109,000
MEDICAL, IHC	7,404	85,000	85,000
MEDICINES, IHC	7,679	60,000	60,000
TOTAL INDIGENT HEALTH CARE	134,618	374,070	373,631

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
35. EXTENSION SERVICE			
SALARY, AG AGENT	18,768	19,518	20,006
SALARY, FCS AGENT	21,024	21,864	22,411
SALARY, SECRETARIES	32,064	36,766	37,685
SOCIAL SECURITY TAXES	5,497	5,978	6,128
GROUP MEDICAL INSURANCE	10,509	11,000	12,000
RETIREMENT	4,232	4,774	4,899
SUPPLIES/EQUIP UNDER \$500	797	3,000	2,000
POSTAGE	1,770	1,000	1,000
SUPPLIES - AG DEMO ACCT	7	600	250
SUPPLIES - HOME DEMO	53	600	250
SUPPLIES - 4-H TEAM ACCT	-	600	250
LEADERSHIP ADVISORY EXPS	117	500	250
COMMUNICATIONS EXPENSE	2,667	4,000	4,000
XEROX USAGE EXPENSE	7,127	8,000	7,500
SEMINARS/DUES/MEETINGS	3,167	2,000	2,000
TRAVEL EXPENSES	5,797	9,500	9,500
REPAIRS TO VEHICLE	4,690	1,250	1,250
AUTO LIABILITY INSURANCE	285	400	300
EQUIPMENT OVER \$500		2,000	2,000
TOTAL EXTENSION SERVICE	118,571	133,350	153,679
36. DEPT OF PUBLIC SAFETY			
SALARY, SECRETARY	35,964	37,404	38,339
SOCIAL SECURITY TAXES	2,139	2,846	2,933
GROUP MEDICAL INSURANCE	10,519	11,000	12,000
RETIREMENT	4,747	4,865	4,984
SUPPLIES/EQUIP UNDER \$500	308	1,200	500
CELLULAR PHONE EXPENSE	2,706	2,500	2,500
TOTAL DEPT OF PUBLIC SAFETY	55,983	59,815	61,256
37. 911 RURAL ADDRESSING			
SALARY, COORDINATOR	57,480	59,778	61,272
SALARY, ASST COORDINATOR	2,448	33,744	34,588
SOCIAL SECURITY TAXES	6,864	7,154	7,333
GROUP MEDICAL INSURANCE	21,044	22,000	24,000
RETIREMENT	11,871	12,159	12,462
SUPPLIES/EQUIP UNDER \$500	3,765	5,000	2,500
COMMUNICATIONS EXPENSE	1,100	1,250	1,250
SEMINARS/DUES/MEETINGS		1,500	750
911 OPERATING EXPENSES	3,100	5,000	5,000
TRAVEL/TRUCK MAINT	200	2,500	2,000
FLOODPLAIN EXPENSES		1,000	1,000
FLOODPLAIN CONSULTANT	4,550	10,000	7,500
MAINTENANCE & REPAIRS	345	6,000	1,500
EQUIPMENT		12,000	3,000
TOTAL 911 RURAL ADDRESSING	142,767	179,085	164,155

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
38. INFORMATION TECHNOLOGY			
SALARY, COORDINATOR	54,240	60,000	61,500
CONTRACT SERVICES/Part time	-	20,000	30,000
SOCIAL SECURITY TAXES	4,111	4,590	7,000
GROUP MEDICAL INSURANCE	10,564	11,000	24,000
RETIREMENT	7,160	7,810	10,595
SUPPLIES/EQUIP UNDER \$500	2,566	4,100	2,500
COMMUNICATIONS EXPENSE	1,231	1,000	1,000
TRAINING EXPENSES	175	2,000	1,000
SOFTWARE/LICENSE SERVICES	180,655	220,000	250,000
COMPUTER UPGRADES	22,476	35,000	10,000
VEHICLE MAINTENANCE	711	-	1,500
EQUIPMENT OVER \$500	3,590	2,000	1,000
TOTAL INFORMATION TECHNOLOGY	287,479	367,500	400,000
39. MISCELLANEOUS			
SALARY, TEMPORARY	3,702	5,800	6,000
SALARY, VACATION-TERM EMPL	-	5,000	-
SALARY, OVERTIME/INCREASES		30,000	-
SOCIAL SECURITY TAXES	2,562	3,100	500
RETIREMENT	3,933	5,300	-
UNEMPLOYMENT TAXES	8,329	15,000	10,000
POSTAGE & BOX RENT	30,153	30,000	30,000
COPIER SUPPLIES	7,886	8,500	8,000
ACCOUNTING/AUDITING FEES	79,480	50,000	60,000
ASSOCIATION DUES	4,507	7,500	7,500
PROF/CONSULTANT SVCS	8,257	20,000	10,000
BOUNTIES	980	1,000	1,000
COMMUNICATIONS EXP (DSL)	11,577	-	12,000
OUT-OF-COUNTY CITATIONS	75	500	500
SEMINARS/CONF/NONDEPT	(4,000)	3,000	-
PUBLISHING & SUBSCRIPTIONS	3,342	10,200	12,000
RECORDS MNGMNT/ARCHIVIST	3,500	10,000	10,000
SAFETY/HEALTH & WELLNESS	1,528	3,500	3,500
PRINTED CHECKS/FORMS	2,511	3,000	3,000
TRAVEL EXP-ALL DEPTS	249	3,000	-
BONDS	9,232	5,000	5,000
VAN MAINTENANCE/GAS	5,620	5,000	2,500
UNIFORMS		1,500	-
MISCELLANEOUS		5,000	5,000
CONTINGENCIES		100,000	100,000
FAIRGROUNDS		-	20,000
Transfer to LEOSE Fund	22,000		
TRANSFER TO CRTHSE SEC	70,000	70,000	70,000
TOTAL MISCELLANEOUS	321,712	400,900	376,500
TOTAL EXPENDITURES	15,087,479	16,904,000	21,779,015
CASH BALANCE END OF YEAR	6,903,761	5,157,000	7,332,985
TOTAL EXPENDITURES & BALANCE	21,991,240	22,061,000	29,112,000

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
ROAD & BRIDGE PCT 1			
RECEIPTS			
CURRENT TAX COLLECTIONS	947,596	958,300	1,023,741
DELINQUENT TAX COLLECTIONS	11,786	8,819	10,000
PENALTY & INTEREST	8,609	6,894	7,000
AUTO LICENSE SALES	90,063	89,964	100,000
AUTO LICENSE FEES	72,479	69,972	70,000
ROAD CROSSING PERMITS	600	1,000	1,000
GROSS WEIGHT FEES	24,545	29,988	29,988
ROW ROYALTY FEES (HB2521-9/17)	7,397	1,250	1,250
INTEREST INCOME	41,492	25,866	50,000
MISCELLANEOUS INCOME	429	5,000	5,000
GRANT - LATCF	12,500		-
LATERAL ROAD REFUND ACCT	78,187	7,447	7,447
TOTAL RECEIPTS	1,295,683	1,204,500	1,305,426
CASH BALANCE JANUARY 1ST	1,383,313	1,275,000	1,585,913
TOTAL AVAILABLE RESOURCES	2,678,996	2,479,500	2,891,359
EXPENDITURES			
WAGES, PCT EMPLOYEES	319,642	384,134	393,737
CDL INCENTIVE PAY	-	4,000	4,000
SOCIAL SECURITY TAXES	23,492	29,662	30,121
GROUP MEDICAL INSURANCE	69,495	83,200	96,000
RETIREMENT	41,964	50,454	51,186
WORKERS' COMP INSURANCE	5,993	9,000	9,000
OFFICE SUPPLIES	100	550	550
SHOP SUPPLIES	2,119	2,000	2,000
SAFETY/FIRST AIDE SUPPLIES		1,000	1,000
FUEL & LUBRICANTS	84,417	75,000	75,000
HERBICIDES	1,338	5,500	5,500
ROAD & BRIDGE MATERIALS	200,359	160,000	160,000
SIGNS	2,098	3,000	3,000
BATTERIES, TIRES & TUBES	17,196	8,000	8,000
REPAIR MATERIALS	43,935	45,000	45,000
HAND TOOLS & EQUIPMENT	2,047	2,000	2,000
ENGINEERING & SURVEYING	2,700	3,000	3,000
CDL TESTING	366	500	500
COMMUNICATIONS EXPENSE	2,654	5,000	5,000
UTILITIES	4,874	4,500	4,500
REPAIR OF EQUIPMENT/VEH	40,913	30,000	30,000
MACHINE HIRE	-	2,500	2,500
AUTO LIABILITY INSURANCE	3,607	5,000	5,000
ROAD & BRIDGE CONSTRUCTION	178,510	175,000	175,000
UNIFORMS	3,374	4,500	4,500
MISCELLANEOUS	3,797	2,000	2,000
SHOP EQUIPMENT	-	5,000	5,000
TRANSFER TO GLO-OVER BUDGET	99,789	-	-
ROAD EQUIPMENT	46,385	105,000	105,000
TOTAL EXPENDITURES	1,253,274	1,204,500	1,228,094
BALANCE END OF YEAR	1,425,722	1,275,000	1,663,265
TOTAL EXPENDITURES & BALANCE	2,678,996	2,479,500	2,891,359

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
	2022	BUDGET 2023	BUDGET 2024
ROAD & BRIDGE PCT. #2			
RECEIPTS			
CURRENT TAX COLLECTIONS	957,454	968,270	1,034,392
DELINQUENT TAX COLLECIONS	11,906	8,911	10,000
PENALTY & INTEREST	8,695	6,966	7,500
AUTO LICENSE SALES	91,000	90,900	100,000
AUTO LICENSE FEES	73,233	70,700	75,000
ROAD CROSSING PERMITS	1,000	1,000	1,000
GROSS WEIGHT FEES	24,800	30,300	30,300
LATERAL ROAD REFUND ACCT	7,474	7,524	7,524
INTEREST INCOME	29,298	15,475	25,000
MISCELLANEOUS INCOME	24,366	7,000	7,000
ROW ROYALTY FEES (HB2521-9/17)		1,454	1,454
LATCF	12,500	-	-
GRATN-STATE COMPTROLLER-TIF	1,988	-	-
TOTAL RECEIPTS	1,243,714	1,208,500	1,299,170
CASH BALANCE JANUARY 1ST	760,358	850,000	1,130,819
TOTAL AVAILABLE RESOURCES	2,004,072	2,058,500	2,429,989
EXPENDITURES			
WAGES, PCT EMPLOYEES	282,602	349,506	358,244
CDL Incentive	-	4,000	4,000
SOCIAL SECURITY TAXES	21,287	27,028	27,406
GROUP MEDICAL INSURANCE	62,213	83,200	96,000
RETIREMENT	37,399	43,275	46,572
WORKERS' COMP INSURANCE	5,537	9,000	9,000
OFFICE SUPPLIES	451	360	360
SHOP SUPPLIES	2,551	2,800	2,800
SAFETY/FIRST AIDE SUPPLIES	1,335	1,000	1,500
FUEL & LUBRICANTS	54,225	66,000	75,000
HERBICIDES	70	4,000	8,000
ROAD & BRIDGE MATERIALS	200,000	200,000	250,000
SIGNS	4,100	5,000	6,000
BATTERIES, TIRES & TUBES	6,381	6,500	8,500
REPAIR MATERIALS	20,155	40,000	40,000
HAND TOOLS & EQUIPMENT	1,030	1,000	1,750
ENGINEERING & SURVEYING	-	2,000	2,000
CDL TESTING	541	450	500
COMMUNICATIONS EXPENSE	2,636	3,500	3,500
UTILITIES	3,618	4,000	4,750
REPAIRS OF EQUIP/VEHICLES	40,479	50,000	55,000
MACHINE HIRE	10,545	2,500	10,000
AUTO LIABILITY INSURANCE	2,673	2,500	2,900
ROAD & BRIDGE CONSTRUCTION	116,343	190,000	190,000
UNIFORMS	4,875	4,000	5,500
MISCELLANEOUS	3,727	200	200
SHOP EQUIPMENT		4,000	4,000
ROAD EQUIPMENT	50,311	100,000	175,000
CDL SCHOOL&PACKAGE COMPENSATION			10,000
TOTAL EXPENDITURES	1,035,839	1,208,500	1,398,481
BALANCE END OF YEAR	968,233	850,000	1,130,819
TOTAL EXPENDITURES & BALANCE	2,004,072	2,058,500	2,429,989

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
ROAD & BRIDGE PCT. #3			
RECEIPTS			
CURRENT TAX COLLECTIONS	1,101,926	1,114,373	1,190,472
DELINQUENT TAX COLLECTIONS	13,708	10,256	12,000
PENALTY & INTEREST	10,019	8,017	8,500
AUTO LICENSE SALES	104,732	104,616	120,000
AUTO LICENSE FEES	84,283	81,368	82,000
ROAD CROSSING PERMITS	1,000	1,000	1,000
GROSS WEIGHT FEES	28,543	34,872	34,872
LATERAL ROAD REFUND ACCT	8,602	8,660	8,660
ROW ROYALTY FEES (HB2521-9/17)		1,226	1,226
INTEREST INCOME	47,336	26,612	30,000
MISCELLANEOUS INCOME	2,605	2,500	2,500
GRANT - LATCF	12,500	-	-
GRANT - TIF	82,163		
TOTAL RECEIPTS	1,497,417	1,393,500	1,491,230
CASH BALANCE JANUARY 1ST	1,593,659	1,675,000	1,780,256
TOTAL AVAILABLE RESOURCES	3,091,076	3,068,500	3,271,486
EXPENDITURES			
WAGES, PCT EMPLOYEES	352,189	392,500	392,128
CDL Incentive		4,000	6,000
SOCIAL SECURITY TAXES	24,978	29,532	29,998
GROUP MEDICAL INSURANCE	82,629	96,200	96,000
RETIREMENT	46,594	50,254	50,977
WORKERS' COMP INSURANCE	6,068	10,000	10,000
OFFICE SUPPLIES	1,500	1,500	1,500
SHOP SUPPLIES	2,331	4,500	4,500
SAFETY/FIRST AIDE SUPPLIES	2,174	1,800	1,800
FUEL & LUBRICANTS	81,880	81,000	81,000
HERBICIDES		5,000	5,000
ROAD & BRIDGE MATERIALS	249,156	250,000	250,000
SIGNS	1,718	4,500	4,500
BATTERIES, TIRES & TUBES	9,076	12,000	12,000
REPAIR MATERIALS	24,546	35,000	35,000
HAND TOOLS & EQUIPMENT	1,914	3,000	3,000
ENGINEERING & SURVEYING	-	1,200	1,200
CDL TESTING	516	450	450
COMMUNICATIONS EXPENSE	2,279	3,750	3,750
UTILITIES	4,367	3,750	3,750
REPAIRS OF EQUIP/VEHICLES	7,950	70,000	70,000
MACHINE HIRE	-	2,500	2,500
AUTO LIABILITY INSURANCE	5,488	4,500	5,500
ROAD & BRIDGE CONSTRUCTION	312,475	210,000	210,000
UNIFORMS	15,693	7,000	7,000
MISCELLANEOUS	5,007	2,500	2,500
SHOP EQUIPMENT	1,151	5,000	5,000
ROAD EQUIPMENT	177,467	125,000	125,000
TOTAL EXPENDITURES	1,416,936	1,393,500	1,420,053
BALANCE END OF YEAR	1,674,140	1,675,000	1,851,433
TOTAL EXPENDITURES & BALANCE	3,091,076	3,068,500	3,271,486

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
ROAD & BRIDGE PCT. #4			
RECEIPTS			
CURRENT TAX COLLECTIONS	784,923	793,789	847,995
DELINQUENT TAX COLLECTIONS	9,759	7,305	7,500
PENALTY & INTEREST	7,129	5,711	6,000
AUTO LICENSE SALES	74,602	74,520	75,000
AUTO LICENSE FEES	60,037	57,960	57,960
ROAD CROSSING PERMITS	100	2,000	2,000
GROSS WEIGHT FEES	20,332	24,840	24,840
LATERAL ROAD REFUND ACCT	6,127	6,169	6,169
INTEREST INCOME	51,069	29,171	40,000
MISCELLANEOUS INCOME	13,617	3,500	3,500
ROW ROYALTY FEES (HB2521-9/17)	-	1,035	1,035
ATTWATER PRAIRIE CKN MONEY	-	3,500	3,500
GRANT - LATCF	12,500		
GRANT - TIF	78,187		
TOTAL RECEIPTS	1,118,382	1,009,500	1,071,499
CASH BALANCE JANUARY 1ST	1,808,206	1,725,000	1,920,832
TOTAL AVAILABLE RESOURCES	2,926,588	2,734,500	2,996,332
EXPENDITURES			
WAGES, PCT EMPLOYEES	307,683	329,810	338,055
CDL Incentive		4,000	4,000
SOCIAL SECURITY TAXES	22,556	25,546	25,546
GROUP MEDICAL INSURANCE	73,697	72,800	84,000
RETIREMENT	40,614	43,554	43,947
WORKERS' COMP INSURANCE	5,227	8,000	8,000
OFFICE SUPPLIES	295	500	500
SHOP SUPPLIES	2,511	5,500	5,500
SAFETY/FIRST AIDE SUPPLIES	1,158	1,700	1,700
FUEL & LUBRICANTS	98,011	81,000	81,000
HERBICIDES	92	5,000	5,000
ROAD & BRIDGE MATERIALS	150,000	150,000	150,000
SIGNS	5,228	3,000	3,000
BATTERIES, TIRES & TUBES	7,685	10,000	10,000
REPAIR MATERIALS	57,970	30,000	30,000
HAND TOOLS & EQUIPMENT	2,332	1,750	1,750
ENGINEERING & SURVEYING	2,000	1,500	1,500
CDL TESTING	322	500	500
COMMUNICATIONS EXPENSE	2,141	2,500	2,500
UTILITIES	4,916	4,000	5,000
REPAIRS OF EQUIP/VEHICLES	25,695	20,000	20,000
TRAVEL EXPENSE	10,762	15,000	15,000
MACHINE HIRE	224	1,000	1,000
AUTO LIABILITY INSURANCE	3,643	4,500	4,500
ROAD & BRIDGE CONSTRUCTION	-	100,000	100,000
UNIFORMS	4,999	6,000	4,500
MISCELLANEOUS	8,396	6,000	6,000
SHOP EQUIPMENT	-	1,500	1,500
ROAD EQUIPMENT	156,939	175,000	175,000
TRANSFER TO GLO - Over Budget	203,100		
TOTAL EXPENDITURES	1,138,689	1,109,500	1,128,998
BALANCE END OF YEAR	1,787,899	1,625,000	1,867,334
TOTAL EXPENDITURES & BALANCE	2,926,588	2,734,500	2,996,332

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

August 14, 2023

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
RECORDS PRESERVATION FUND			
RECEIPTS			
RECORDS PRESERVATION FEES	72,230	70,000	70,000
RECORDS ARCHIVE FEE/CC	66,094	62,000	62,000
RECORDS ARCHIVE FEE/DC	1,144	2,300	2,300
INTEREST INCOME	18,950	10,000	20,000
TOTAL RECEIPTS	158,418	144,300	154,300
CASH BALANCE JANUARY 1ST	705,975	730,000	746,100
TOTAL AVAILABLE RESOURCES	864,393	874,300	900,400
EXPENDITURES			
SALARY, RECORD SCANNER			
SOCIAL SECURITY TAXES			
RETIREMENT			
RECORDS PRESERVATION	118,286	35,000	35,000
VOLUMES(BOOKS)RESTORATION		100,000	100,000
EQUIPMENT	-	8,000	8,000
TOTAL EXPENDITURES	118,286	143,000	143,000
BALANCE END OF YEAR	746,107	731,300	757,400
TOTAL EXPENDITURES & BALANCE	864,393	874,300	900,400
AIRPORT FUND			
RECEIPTS			
INTEREST INCOME	2,413	1,000	3,000
AIRPORT FUEL	127,692	75,000	75,000
AIRPORT LEASES	2,700	20,000	20,000
RENTAL INCOME - PHI	18,000	18,000	18,000
GRANT FUNDS - TxDOT	7,779	25,000	25,000
TOTAL RECEIPTS	169,684	139,000	141,000
CASH BALANCE JANUARY 1ST	65,754	90,000	106,000
TOTAL AVAILABLE RESOURCES	235,438	229,000	247,000
EXPENDITURES			
COMMUNICATIONS EXPENSE	890	2,500	2,500
UTILITIES	2,783	3,800	3,800
AIRPORT FUEL	117,146	70,000	70,000
CREDIT CARD FEES		200	200
AIRPORT IMPROVEMENTS		50,000	50,000
MISCELLANEOUS		500	500
MAINTENANCE	8,756	12,000	12,000
TOTAL AIRPORT	129,575	139,000	139,000
BALANCE END OF YEAR	105,863	90,000	108,000
TOTAL EXPENDITURES & BALANCE	235,438	229,000	247,000

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
SECURITY FUND			
RECEIPTS			
COURTHOUSE SECURITY FEES	15,974	10,500	10,500
JP BUILDING SECURITY FEES	13,173	15,000	15,000
TRANSFER FROM GENERAL FUND	70,000	70,000	70,000
INTEREST INCOME	883	300	1,000
TOTAL RECEIPTS	100,030	95,800	96,500
CASH BALANCE JANUARY 1ST	39,640	10,000	59,300
TOTAL AVAILABLE RESOURCES	139,670	105,800	155,800
EXPENDITURES			
COURTHOUSE SECURITY			
SALARY, BALIFF/CONSTABLES	7,395	15,000	30,000
SALARY, BALIFF	2,569	50,000	50,500
SOCIAL SECURITY TAXES	683	4,700	4,700
GROUP MEDICAL INSURANCE	-		
RETIREMENT	1,315	8,200	8,200
SECURITY EQUIPMENT	5,780	5,000	15,000
MISCELLANEOUS	480	500	500
JP BUILDINGS SECURITY			
SALARY, BALIFF/CONSTABLES	2,971	8,000	8,000
SALARY, BALIFF	48,530	2,000	2,000
SOCIAL SECURITY TAXES	3,806	700	700
GROUP MEDICAL INSURANCE	-		
RETIREMENT	6,788	1,300	1,300
MISCELLANEOUS		400	400
TOTAL EXPENDITURES	81,327	95,800	123,300
BALANCE END OF YEAR	59,343	10,000	32,500
TOTAL EXPENDITURES & BALANCE	139,670	105,800	155,800

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
LAW LIBRARY FUND			
RECEIPTS			
LIBRARY FEES	12,532	12,500	12,500
TOTAL RECEIPTS	12,532	12,500	12,500
CASH BALANCE JANUARY 1ST	129,694	140,000	141,500
TOTAL AVAILABLE RESOURCES	142,226	152,500	154,000
EXPENDITURES			
LAW BOOKS	696	10,000	10,000
TOTAL EXPENDITURES	696	10,000	10,000
BALANCE END OF YEAR	141,530	142,500	144,000
TOTAL EXPENDITURES & BALANCE	142,226	152,500	154,000
INTEREST & SINKING FUND			
RECEIPTS			
CURRENT TAX COLLECTIONS	609,061	609,221	603,695
DELINQUENT TAX COLLECTIONS	8,494	6,487	6,500
PENALTY & INTEREST	7,000	7,000	7,000
INTEREST INCOME	9,777	7,492	10,000
TOTAL RECEIPTS	634,332	630,200	627,195
CASH BALANCE JANUARY 1ST	149,989	150,000	261,306
TOTAL AVAILABLE RESOURCES	783,855	780,200	888,501
EXPENDITURES			
SERIES, 2019			
CERTIFICATES OF OBLIG, PRIN	375,000	385,000	395,000
CERTIFICATES OF OBLIG, INT	87,635	78,162	78,162
SERIES, 2012			
CERTIFICATES OF OBLIG, PRIN	150,000	150,000	150,000
CERTIFICATES OF OBLIG, INT	13,763	10,575	10,575
REGISTRAR FEES	500	513	513
TOTAL EXPENDITURES	626,898	624,250	634,250
BALANCE END OF YEAR	156,957	155,950	254,251
TOTAL EXPENDITURES & BALANCE	783,855	780,200	888,501

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
		BUDGET	BUDGET
	2022	2023	2024
JUSTICE COURT TECHNOLOGY FUND			
RECEIPTS			
TECHNOLOGY FEES	11,047	9,500	9,500
INTEREST INCOME	370	100	500
TOTAL RECEIPTS	11,417	9,600	10,000
CASH BALANCE JANUARY 1ST	11,956	10,000	15,300
TOTAL AVAILABLE RESOURCES	23,373	19,600	25,300
EXPENDITURES			
TRAINING EXPENSES	-	600	1,000
SOFTWARE MAINTENANCE	8,060	7,500	7,500
COMPUTER UPGRADES	-	1,500	500
TECH EQUIP/SOFTWARE	-	-	1,500
TOTAL EXPENDITURES	8,060	9,600	11,500
BALANCE END OF YEAR	15,313	10,000	13,800
TOTAL EXPENDITURES & BALANCE	23,373	19,600	25,300

PROPOSED

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 August 14, 2023**

	ACTUAL	ADOPTED	PROPOSED
	2022	BUDGET 2023	BUDGET 2024
COUNTY & DISTRICT COURT TECH FUND			
RECEIPTS			
TECHNOLOGY FEES-CO CRT	333	600	600
TECHNOLOGY FEES-DC-CIVIL	101	400	400
TECHNOLOGY FEES-DC-CRIMINAL	466	3,000	3,000
INTEREST INCOME	797	600	1,000
TOTAL RECEIPTS	1,697	4,600	5,000
CASH BALANCE JANUARY 1ST	31,372	30,000	33,000
TOTAL AVAILABLE RESOURCES	33,069	34,600	38,000
EXPENDITURES			
TRAINING EXPENSES	-	600	600
SOFTWARE MAINTENANCE	-	-	-
COMPUTER UPGRADES	-	5,000	5,000
TECH EQUIP/SOFTWARE	-	5,000	-
TOTAL EXPENDITURES	-	10,600	5,600
BALANCE END OF YEAR	33,069	24,000	32,400
TOTAL EXPENDITURES & BALANCE	33,069	34,600	38,000

PROPOSED

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

August 14, 2023

- _30. 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 Wessels announced that County Road 111 will be shut down from FM 1693 to CR 116 until the first week of October. He also announced that he will not be seeking re-election.

Commissioner Brandt announced that road work on 209 is went well with help Precincts 1 and 3. He will be starting a section on County Road 252 in September.

Commissioner Gertson announced the Solid Waste Committee met and the grant application is coming available to help with the Hazardous Waste Event. He also announced to be mindful of how hot and dry it is.

Michael Furrh announced that EMS leaders attended a leadership conference in Marble Falls. While there, he was chosen as EMS President Elect of the EMS Alliance.

- _31. 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.

- _32. Adjourn.**

Motion by Judge Prause to adjourn at 10:37 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of August 14, 2023 is available in the County Clerk's Office.

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

August 14, 2023

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 14th day of August 2023 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 14th day of August 2023.

Given under my hand and official seal of office this date August 14, 2023.



