

102 West Austin Street, Suite 205
Jefferson, Texas 75657



Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

FILED FOR RECORD (903) 665-3261
Fax (903) 665-8732
24 MAR 21 PM 1:31
KIMBERLY WISE
CO. CLERK, MARION CO.
BY *EM* DEPUTY
Commissioner Jacob Pattison
Commissioner Gered R. Lee

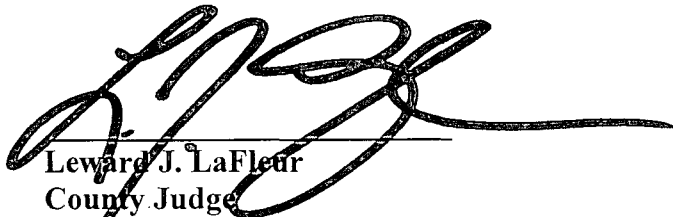
Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 25th March, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:
 - a. Consider approval of minutes – March 11, 2024
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
2. Consider for approval proclamation designating April 2024 as Sexual Assault Awareness Month (S.A.A.M) authorizing County Judge to sign.
3. Consider for approval Right Click Plus Camera quote for Kellyville Community Center at \$5,985.00 authorizing County Judge to sign and County Treasurer to process manual check for 50% down payment.
4. Consider for approval and advertisement, specifications, and bid documents for the jail roof replacement, WEC Job No.21-08043, prepared by David Woods, Project Engineer, to be opened Wednesday, April 17, 2024 and awarded Monday, April 29, 2024, to be funded by ARPA Federal Revenue Loss Funds.
5. Consider for approval Property renewal questionnaire through Texas Association of Counties Risk Management Pool.
6. Consider for approval Resolution in support of TXDOT Obstruction Survey Project application authorizing County Judge to sign Designation of Authorized Representative and Certification of Project Funds.
7. Consider for approval 2024 Airport Budget Amendment per LGC 111.011 for TXDOT Obstruction Survey Project.
8. Consider for approval Road & Bridge Budget Line-Item Transfer per LGC 111.010(d) from Precinct 1 to Precinct 2 for Alamo Ditcher.
9. Consider for approval General Fund Special Budget for Revenue Received After Start of 2024 Fiscal Year per 111.0108, certified funds receipted by County Auditor.

10. Consider for approval donation of up to \$15,000 to Professional Crappie Anglers United, Inc., a 501 c(3) organization, for the Brian Sowers Legacy Tournament October 4, 2024 from Economic Development Funds received from Unclaimed Capital Credits per LGC 381.004 (b) 1, 4.
11. Consider for approval Acceptance of the Rural Law Enforcement Salary Assistance Program for the District & County Attorney Award #IA-0000000334 at \$100,000 through Texas Comptroller of Public Accounts authorizing District Attorney to docuSign.



Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
24 MAR 21 PM 12:31
MARION CO. CLERK
BY [Signature] DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MARCH 25, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on March 25, 2024. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
 JACOB PATTISON, COMMISSIONER, PRECINCT #2
 RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
 GERED R. LEE, COMMISSIONER, PRECINCT#4- ABSENT

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MARCH 11, 2024
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT
- d. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2

ORDER TO APPROVE PROCLAMATION DESIGNATION APRIL 2024 AS SEXUAL ASSAULT AWARENESS MONTH (S.A.A.M.) AUTHORIZING COUNTY JUDGE TO SIGN.

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 3

CONSIDER FOR APPROVAL RIGHT CLICK PLUS CAMERA QUOTE FOR KELLYVILLE COMMUNITY CENTER AT \$5,985.00 AUTHORIZING COUNTY JUDGE TO SIGN AND COUNTY TREASURER TO PROCESS A MANUAL CHECK FOR 50% DOWN PAYMENT.

Tabled

Motion by LaFleur, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

ITEM NO. 4

ORDER TO APPROVE ADVERTISEMENT, SPECIFICATIONS AND BID DOCUMENTS FOR THE JAIL ROOF REPLACEMENT, WEC JOB NO. 21-08043, PREPARED BY DAVID WOODS, PROJECT ENGINEER, TO BE OPENED WEDNESDAY, APRIL 17, 2024 AND AWARDED MONDAY, APRIL 29, 2024, TO BE FUNDED BY ARPA FEDERAL REVENUE LOSS FUNDS.

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

ITEM NO. 5

ORDER TO APPROVE PROPERTY RENEWAL QUESTIONNAIRE THROUGH TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "C" attached

ITEM NO. 6

ORDER TO APPROVE RESOLUTION IN SUPPORT OF TXDOT OBSTRUCTION SURVEY PROJECT APPLICATION, AUTHORIZING COUNTY JUDGE TO SIGN DESIGNATION OF AUTHORIZED REPRESENTATIVE AND CERTIFICATION OF PROJECT FUNDS.

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "D" attached

ITEM NO. 7

ORDER TO APPROVE 2024 AIRPORT BUDGET AMENDMENT PER LGC 111.011 FOR TXDOT OBSTRUCTION SURVEY PROJECT

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

ITEM NO. 8

ORDER TO APPROVE ROAD AND BRIDGE LINE-ITEM TRANSFER PER LGC 111.010(d) FROM PRECINCT 1 TO PRECINCT 2 FOR ALAMO DITCHER.

Motion by Pattison, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "F" attached

ITEM NO. 9

CONSIDER FOR APPROVAL GENERAL FUND SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF 2024 FISCAL YEAR PER 111.0108, CERTIFIED FUNDS RECEIPTED BY COUNTY AUDITOR.

Motion by Meisenheimer, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "G" attached

ITEM NO. 10**ORDER TO APPROVE DONATION OF UP TO \$15,000 TO CRAPPIE ANGLERS OF TEXAS, a 501 c (3) ORGANIZATION, FOR THE BRIAN SOWERS LEGACY TOURNAMENT, OCTOBER 4, 2024, FROM ECONOMIC DEVELOPMENT FUNDS RECEIVED FROM UNCLAIMED CAPITAL CREDITS PER LGC 381.004 (b) 1, 4.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "H" attached

ITEM NO. 11**ORDER TO APPROVE ACCEPTANCE OF THE RURAL LAW ENFORCEMENT SALARY ASSISTANCE PROGRAM FOR THE DISTRICT & COUNTY ATTORNEY AWARD #IA-0000000334 AT \$100,000 THROUGH TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AUTHORIZING OUR DISTRICT ATTORNEY TO DOCUSIGN.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "I" attached

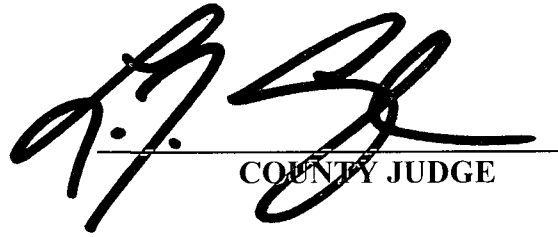
ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0. Meeting adjourned at 9:32 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK

COUNTY JUDGE

**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

**Sexual Assault Awareness Month
2024 Proclamation**

Whereas, Sexual Assault Awareness Month calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community; and

Whereas, Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 20 men have been sexually assaulted at some point in their lives; and

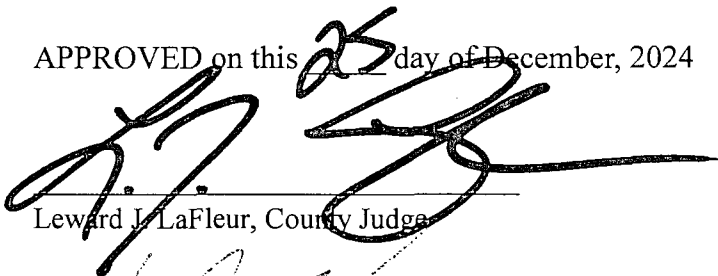
Whereas, We must work together to educate our community about sexual assault prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

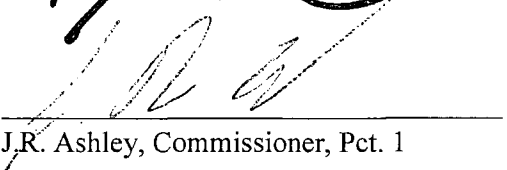
Whereas, With leadership and dedication, we can be successful in preventing sexual assault in East Texas by increasing education, awareness, and community involvement; and

Whereas, Marion County, strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual assault. It's time for all of us to take appropriate action and support one another to create a safer environment for all.

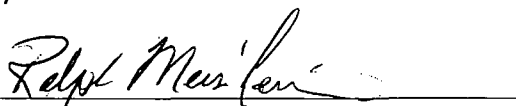
Now therefore, Marion County, joins advocates and communities across the nation in playing an active role to end sexual assault. Along with the United States Government and State of Texas, I do hereby proclaim the month of April as Sexual Assault Awareness Month in **Marion County**.

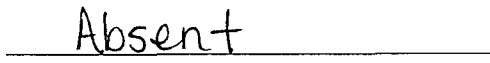
APPROVED on this 25 day of December, 2024


Leward J. LaFleur, County Judge

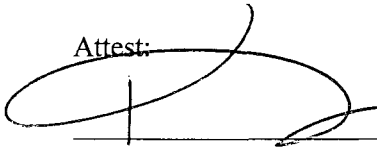

J.R. Ashley, Commissioner, Pct. 1

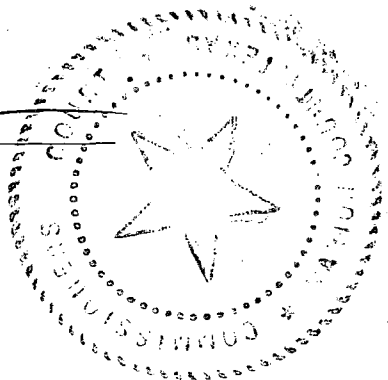

Jacob Pattison, Commissioner, Pct. 2


Ralph Meisenheimer, Commissioner, Pct. 3


Absent
Gered R. Lee, Commissioner, Pct. 4

Attest:


Kimberly Wise
County Clerk



ADVERTISEMENT FOR BIDS

Sealed proposals addressed to Honorable Judge Leward LeFleur, County Judge, Marion County, TX, 102 W Austin Street, Room 205, Jefferson, TX 75657 will be received until **2:00 p.m., Wednesday April 17, 2024** for furnishing all labor, materials, equipment, supplies, and supervision necessary for construction of **Marion County, TX – Jail Roof Improvements**, in accordance with the specifications on file at Wood Engineering Company, Inc. At the time stated, bids will be opened and publicly announced in said Room 205 and retained for formal Bid Tabulation.

Plans and specifications may be examined without charge or obtained for a purchase price of **\$85.00** per set at the office of Wood Engineering Company, Inc., 1616 Judson Road Suite 6-L, Longview, Texas, 75601.

EEO/M/F/V/H/D

Honorable Leward J. LaFleur

County Judge

Marion County, TX

shanna solomon

From: David Wood <dbwood7@netscape.net>
Sent: Monday, March 4, 2024 12:56 PM
To: david capps; Tammy Young; Melinda Smith; shanna solomon
Subject: Re: Marion County - Jail Re-roof Project - Preliminary Construction Plans and Contract Documents

Follow Up Flag: Follow up
Flag Status: Flagged

Shanna

Those dates sound good to me, let me re-cap for my understanding

Monday March 25.....Final Plans and Contract Documents (with any revisions per review comments) to Commissioners Court to review/approve to advertise and take Bid Proposals

Sunday March 31 and Sunday April 7.....Advertise in newspaper to take Bid Proposals

Wednesday April 17.....Open sealed Bid Proposals (Room 205) and create certified Bid Tabulation

Monday April 29.....Present certified Bid Tabulation of received sealed Bid Proposals to Commissioners Court for review/approval to enter into construction contract with selected Bidder

Please advise.

David B. Wood, P.E., R.P.L.S.

Wood Engineering Company, Inc.

Firm Reg. No. F-8594 & 101362-00

Civil - Structural - Surveying

1616 Judson Road

Suite 6-L

Longview, TX 75601



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Marion County

Coverage Period: 07/01/2024 - 07/01/2025

Property Renewal Schedule

Member Name: Marion County

Pool Coordinator: Ms. Shanna L. Solomon

Email: ssolomon@co.marion.tx.us

Instructions for Completion

- 1) Review each tab and update as needed.
- 2) Include Declarations page for any National Flood Insurance Program coverage in force.
- 3) Email completed questionnaire by April 1, 2024 to: TACRMP@county.org or yolandam@county.org

All entries are subject to approval, further information may be requested upon review.

If this schedule is not received by April 1, 2024, coverage will be renewed as it currently stands with any requested changes handled by endorsement.

Your Member Services Representative is available to assist you with any questions or concerns and can be reached at 1-800-456-5974.

Property Renewal Questions

Yes or No

1. Do you have any property in the course of construction or plan to undergo any major construction for buildings reported?

If yes, please provide us with the building item #, cost of project and estimated project completion date. Building 8 and 9 - jail and annex are getting a new roof in 2024. We are also looking at updating the Kellyville building #4 - community center - but it may be in 2025

yes

2. Are any owned buildings currently vacant?

If yes, please identify the building item # and is the building being maintained and secured? Hospital Building #5 is vacant - we are trying to sell it.

yes

3. Are any loss payees applicable to any properties?

If yes, please identify the building item # or mobile equipment item # and provide the loss payee contact information

No

Unreported Claims**Yes or No**

1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?

If yes, please describe:

No

2. Has the situation been reported to TAC Claims Department?

Acknowledgement and Acceptance

Member Name: Marion County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Leward J LaFleur, Marion County Judge

Signature of County Judge or presiding official of the Political Subdivision

Date

3-25-24



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Marion County

Coverage Period: 07/01/2024 - 07/01/2025

Unmanned Aircraft- Only report Unmanned Aircraft valued above \$100,000

NEW ADDITIONS:

Item	Year	Make	Model	Serial Number	Effective Date	Expiration Date	Total Value
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TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Marion County

Coverage Period: 07/01/2024 - 07/01/2025

Fine Arts- Only report Fine Arts valued above \$250,000

NEW ADDITIONS:

Item	Address	Fine Arts Description	Effective Date	Expiration Date	Total Value	Comments
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TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Marion County
Coverage Period: 07/01/2024 - 07/01/2025
Mobile Equipment

Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
			1		VOLVO	G930 MOTOR GRADER	40269		\$126,209
			568		CATERPILLAR	416B BACKHOE LOADER	82K07097		\$31,000
			573		JOHN DEERE	6415 TRACTOR w/BOOM MOWER	L06415D543635/ TB-3744		\$32,800
			575	2020	BENGAL	BOOM DITCHER	BD-1732		\$11,783
			581	2023	ROAD GROOM	8.5"	7020		\$18,768
Precinct 41 Commissioner Total									\$320,560

Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
		X UPDATED S/N	2		CATERPILLAR	120H MOTOR GRADER	CAT0120HCCAF00932		\$132,577
			3		NEW HOLLAND	BACKHOE	31058039		\$48,038
			574	2002	CATERPILLAR	420DIT BACKHOE	CAT0420DCBLN04984		\$41,500
			580		LANDPRIDE	RC5710	1973598		\$20,500
			582	2023	NEW HOLLAND	WM75 TRACTOR	CNAX03696		\$49,900
Precinct 42 Commissioner Total									\$292,515

Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
			546		KUBOTA	M8560 TRACTOR	100860/2CN1166		\$34,579
			569	2013	KUBOTA	DBR050CM 19' SIDE MOWER	12116		\$38,646
			577		GRADALL	XL3100	0312339		\$31,200
			578	2012	JOHN DEERE	310K BACKHOE	1T0310KXCEC224857		\$45,900
			579	2003	CATERPILLAR	135H MOTOR GRADER	3YK00422		\$62,500
Precinct 43 Commissioner Total									\$242,825

Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
		x updated s/n	446		JOHN DEERE	CAB TRACTOR	L06415B443780		\$36,054
			447		DIAMOND	DB-50C MOWER	2376		\$27,272
			522	2005	KUBOTA	CAB & AIR TRACTOR	22485		\$17,500
			570		NEW HOLLAND	B95 BACKHOE	031063197		\$35,000
			571		DIAMOND	DITCHER HEAD	5583		\$5,000
			572	1988	CATERPILLAR	MOTOR GRADER	8240747		\$40,000
			583		KUBOTA	M9540	10551		\$27,500
Precinct 44 Commissioner Total									\$188,326

Mobile Equipment Total									\$914,226
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NEW ADDITIONS:	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
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TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Marion County
Coverage Period: 07/01/2024 - 07/01/2025
Building & Contents

Construction Type	Coverage Basis	Special/Flood/Hazard Zones
ISO 1 = F Frame	RCV = Replacement Cost Value	A
ISO 2 = JM Joisted Masonry	HIST = Historical Reconstruction Cost	A99
ISO 3 = NG Light Noncombustible	Value	AR
ISO 4 = MNC Masonry Noncombustible	ACTV = Actual Cash Value	AR/A
ISO 5 = MRF Modified Fire Resistive	EXG = Excluded from Coverage	AR/AE
ISO 6 = FR Fire Resistive		AR/A1-A30
		AE
		AR/AH
		AR/AO
		AR/AE
		VE
		V1-V30

Date Sold or Demolished	Change	Comments	Item #	Site Number	Site Name	Bldg Number	Building Name	Address
			1204	0	NEW BUILDING	001	NEW BUILDING - MIMS STORAGE BUILDING	8849 FM 729
			16	1	ANTENNA TOWER #1	001	ANTENNA TOWER #1	12728 FM 729
			17	2	ANTENNA TOWER #2	001	ANTENNA TOWER #2	3449 FM 727
			415	3	PRECINCT #2 OFFICE	8	JUSTICE OF THE PEACE PCT. #2	8249 HIGHWAY 49
			1	4	KELLYVILLE PARK	001	COMMUNITY CENTER/EXTENSION OFFICE	200 KELLYVILLE PARK ROAD
			2	4	KELLYVILLE PARK	002	LARGE PAVILION	200 KELLYVILLE PARK ROAD
			10	4	KELLYVILLE PARK	003	PICNIC PAVILION #2	200 KELLYVILLE PARK ROAD
			11	4	KELLYVILLE PARK	004	PICNIC PAVILION #3	200 KELLYVILLE PARK ROAD
			12	4	KELLYVILLE PARK	005	PICNIC PAVILION #4	200 KELLYVILLE PARK ROAD
			13	4	KELLYVILLE PARK	006	PICNIC PAVILION #5	200 KELLYVILLE PARK ROAD
			3	4	KELLYVILLE PARK	007	RESTROOM/CONCESSIONS BUILDING	200 KELLYVILLE PARK ROAD
			967	4	KELLYVILLE PARK	999	SITE IMPROVEMENTS	200 KELLYVILLE PARK ROAD
			4	5	OLD COUNTY HOSPITAL	001	HOSPITAL - NOW STORAGE	1115 NORTH WALCOTT STREET
			6	6	CYPRESS RIVER AIRPORT	001	AIRPORT TERMINAL	270 CYPRESS RIVER AIRPORT ROAD
			5	6	CYPRESS RIVER AIRPORT	002	AIRPORT STORAGE BUILDING	270 CYPRESS RIVER AIRPORT ROAD
			15	6	CYPRESS RIVER AIRPORT	003	AIRPORT BEACON	270 CYPRESS RIVER AIRPORT ROAD
			968	6	CYPRESS RIVER AIRPORT	999	SITE IMPROVEMENTS	270 CYPRESS RIVER AIRPORT ROAD
			7	7	MARION COUNTY COURTHOUSE	001	MARION COUNTY COURTHOUSE	102 WEST AUSTIN STREET
			970	7	MARION COUNTY COURTHOUSE	999	SITE IMPROVEMENTS	102 WEST AUSTIN STREET
			8	8	MARION COUNTY JAIL	001	MARION COUNTY JAIL	102 WEST AUSTIN STREET
			9	9	MARION COUNTY ANNEX	001	COURTHOUSE ANNEX BUILDING	102 WEST DALLAS STREET
			969	9	MARION COUNTY ANNEX	999	SITE IMPROVEMENTS	112 WEST AUSTIN STREET
			1059	10	RECORDS STORAGE	111418	AIRPORT RECORD KEEPING STORAGE BUILDING	112 WEST AUSTIN STREET
			414	11	PRECINCT 3	11	PCT #3 STORAGE BARN	270 CYPRESS RIVER ROAD
			417	12	PRECINCT 1	9	PCT #3 STORAGE BARN	270 CYPRESS RIVER ROAD
			940	13	TEMPORARY COURTHOUSE	012	PCT #1 OFFICE/MAINT SHOP	PINES ROAD OFF FM 248
			14	14	PRECINCT #2 VOTING BOX	001	TEMPORARY COURTHOUSE	FARMER ROAD
			416	15	PRECINCT #2 BARN	10	OFFICE BUILDING	119 W LAFAYETTE STREET
			1073	16	PRECINCT #4 OFFICE	001	PCT #2 STORAGE BARN	504 NORTH ALLEY STREET
			1074	17	SOLID WASTE 1 DUMP SITE	001	NEW BUILDING - PRECINCT 4 BUILDING	FM 1324
			1123	18	SMITHLAND BUILDING	001	NEW BUILDING - DUMP OFFICE BUILDING	SHADY GROVE PARK ROAD
							NEW BUILDING - SMITHLAND BUILDING	FARMER ROAD
								SW CORNER STATE HWY 49 & 43 INTERSECTION

NEW ADDITIONS

Comments

Bldg

Building Name - Address

City	State	Zip	Flood Zone	Coverage Basis	Construction Type	Year Built	Stories	Sq. Ft.	Building Value	Content Value	Site Improvement Value	Total Value
AVINGER	TX	75630		RCV	ISO - 3	1972	1	1,564	\$113,800	\$20,000		\$133,800
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	25	\$49,190	\$0		\$49,190
JEFFERSON	TX	75657	A	RCV	ISO - 3	1980	1	25	\$49,190	\$0		\$49,190
JEFFERSON	TX	75657	UNABLE TO DETERMINE	RCV	ISO - 1	2017	1	420	\$30,410	\$4,630		\$35,040
JEFFERSON	TX	75657	UNABLE TO DETERMINE	RCV	ISO - 4	1980	1	10,000	\$934,720	\$106,330		\$1,041,050
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	2000	1	660	\$30,590	\$0		\$30,590
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	144	\$6,650	\$0		\$6,650
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	144	\$6,650	\$0		\$6,650
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	144	\$6,650	\$0		\$6,650
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	144	\$6,650	\$0		\$6,650
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	144	\$6,650	\$0		\$6,650
JEFFERSON	TX	75657	NONE	RCV	ISO - 2	2000	1	660	\$82,420	\$1,350		\$83,770
JEFFERSON	TX	75657		RCV	ISO - 3	2040	1	0		\$0	\$372,550	\$372,550
JEFFERSON	TX	75657	C	RCV	ISO - 4	1971	1	25,596	\$4,246,930	\$0		\$4,246,930
JEFFERSON	TX	75657	NONE	RCV	ISO - 1	2009	1	1,010	\$143,550	\$28,330		\$171,880
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	2001	1	1,800	\$118,310	\$31,030		\$149,340
JEFFERSON	TX	75657	NONE	RCV	ISO - 3	1980	1	0	\$70,450	\$0		\$70,450
JEFFERSON	TX	75657		RCV	ISO - 3	2040	1	0		\$0	\$5,350	\$5,350
JEFFERSON	TX	75657	C	HIST	ISO - 2	1874	2	15,742	\$10,467,630	\$605,890	\$0	\$11,073,520
JEFFERSON	TX	75657		RCV	ISO - 3	2040	1	0		\$0	\$45,400	\$45,400
JEFFERSON	TX	75657	C	RCV	ISO - 4	1975	3	13,594	\$3,872,280	\$334,580	\$0	\$4,206,860
JEFFERSON	TX	75657		RCV	ISO - 2	1884	2	15,798	\$3,111,740	\$957,830	\$0	\$4,069,570
JEFFERSON	TX	75657		RCV	ISO - 3	2040	1	0		\$0	\$8,020	\$8,020
JEFFERSON	TX	75657	UNABLE TO DETERMINE	RCV	ISO - 3	2020	1	1,500	\$147,810	\$65,060		\$212,870
JEFFERSON	TX	75657	UNABLE TO DETERMINE	RCV	ISO - 3	2017	1	288	\$5,580	\$6,740	\$0	\$12,320
AVINGER	TX	75630	UNABLE TO DETERMINE	RCV	ISO - 3	2017	1	1,065	\$31,730	\$11,770	\$0	\$43,500
JEFFERSON	TX	75657	C	RCV	ISO - 4	1950	1	5,010	\$699,980	\$303,760	\$0	\$1,003,740
JEFFERSON	TX	75657	C	RCV	ISO - 3	1980	1	1,300	\$146,210	\$381,290	\$0	\$527,500
JEFFERSON	TX	75657	UNABLE TO DETERMINE	RCV	ISO - 1	2017	1	200	\$4,110	\$2,240	\$0	\$6,350
JEFFERSON	TX	75657		RCV	ISO - 3	2020	1	200	\$7,450	\$0		\$7,450
JEFFERSON	TX	75657		RCV	ISO - 1	2021	1	96	\$7,920	\$0		\$7,920
JEFFERSON	TX	75657		RCV	ISO - 3	1952	1	1,875	\$257,520	\$5,510		\$263,030
Building 2, contents Total:									\$2,166,120	\$2,866,340	\$431,420	\$5,463,880

Flood Zone Coverage Basis Construction Type Year Built Stories Sq. Ft. Building Value Content Value Site Improvement Value Total Value

Exhibit "D"

RESOLUTION

TXDOT OBSTRUCTION SURVEY PROJECT

WHEREAS, the MARION COUNTY intends to make certain improvements to JEFFERSON – CYPRESS RIVER AIPORT; and

WHEREAS, the general description of the project is described as: obstruction survey project; and

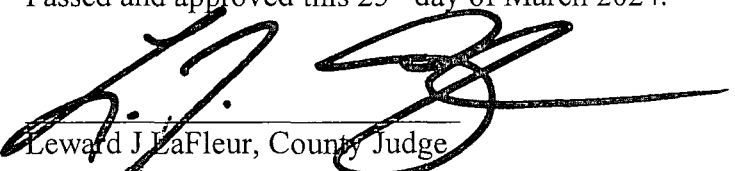
WHEREAS, the MARION COUNTY intends to request financial assistance from the Texas Department of Transportation for these improvements; and

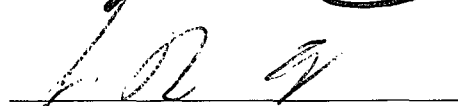
WHEREAS, the MARION COUNTY will be responsible for 10% of the total project costs currently estimated to be \$60,470.00. THEREFORE, MARION COUNTY pledges to match the projected amount of \$6,047.00 OR 10% of the project cost.

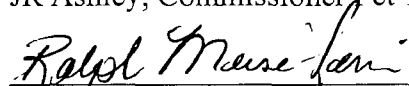
WHEREAS, the MARION COUNTY names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the selection of the consultant and administration of contracts necessary for the implementation of these improvements;

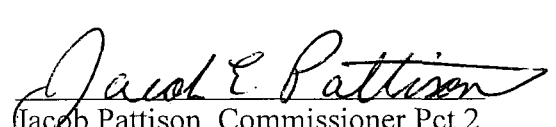
NOW, THEREFORE, BE IT RESOLVED, that the MARION COUNTY hereby directs SHANNA SOLOMON, MARION COUNTY AUDITOR to execute on behalf of the MARION COUNTY, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to JEFFERSON – CYPRESS RIVER AIRPORT.

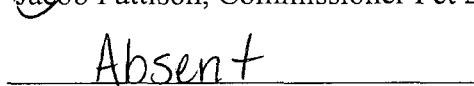
Passed and approved this 25th day of March 2024.


Leward J LaFleur, County Judge


JR Ashley, Commissioner Pct 1

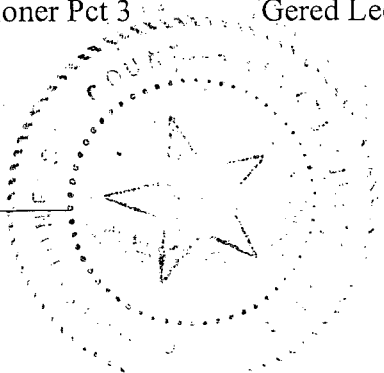

Ralph Meisenheimer, Commissioner Pct 3


Jacob Pattison, Commissioner Pct 2


Gered Lee, Commissioner Pct 4

Attest:


Kim Wise, County Clerk

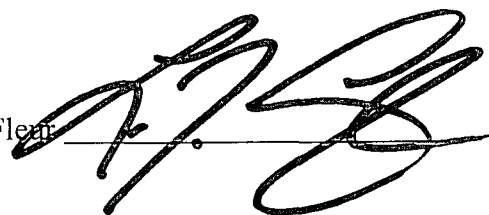


DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Leward J LaFleur, Marion County Judge, with the Jefferson, Cypress River Airport designates Shanna Solomon, Marion County Auditor as the Marion County authorized representative for the TXDOT Obstruction Survey Project, who shall have the authority to make approvals and disapprovals as required on behalf of the Marion County, Jefferson – Cypress River Airport.

Marion County, Texas
(Sponsor)

By: Leward J LaFleur



Title: Marion County Judge

Date: 3-25-24

DESIGNATED REPRESENTATIVE

Mailing Address: 102 W Austin, Room 102
Jefferson, TX 75657

*Physical/Overnight Address: SAME

Telephone Number: 903-665-7240

E-Mail Address: shanna.solomon@co.marion.tx.us

CERTIFICATION OF PROJECT FUNDS

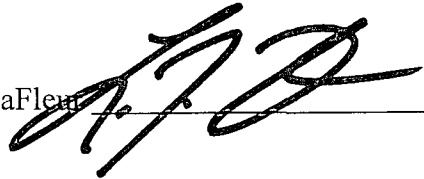
I, Shanna Solomon, Marion County Auditor, do certify that sufficient funds to meet the Marion County, Jefferson – Cypress River Airport's share of project costs as identified for the obstruction survey project is on hand and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
Airport Fund Budget – Grant Match	\$6,047.00	3/25/2024

Marion County, Texas
(Sponsor)

By: Leward J LaFlem



Title: Marion County Judge

Auditor:

Shanna Solomon

Date:

3-25-24

CHANGE IN BUDGET FOR COUNTY PURPOSES

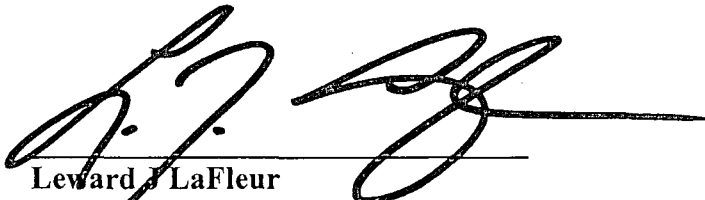
AMENDMENT OF BUDGET DUE UNEXPECTED AIRPORT PROJECT TO MAKE AIRPORT
SAFER – QUALIFIES UNDER RAMP GRANT
LOCAL GOVERNMENT CODE 111.011REQUESTED EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
39.683.4499	MISC – GRANT MATCH	\$3,000.00	\$ 4,000	\$ 7,000.00
39.000.2861	APPROPRIATIONS	0	(\$ 4,000)	0

STATEMENT OF NEED:

Amend Airport Fund to account for county match for TXDOT obstruction survey project – projected amount \$6,047.00

Approved by Commissioners Court this 25th day of March 2024:


Leward J LaFleur
Marion County Judge

Attest:


Kim Wise
Marion County Clerk

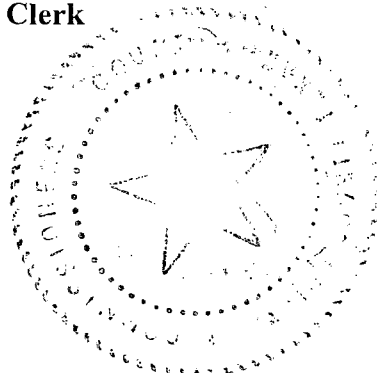


Exhibit "F"

BUDGET LINE-ITEM TRANSFER

COMMISSIONERS COURT BY ORDER, MAY AMEND THE BUDGET TO TRANSFER AN
AMOUNT BUDGETED FOR ONE ITEM TO ANOTHER BUDGETED ITEM WITHOUT
AUTHORIZING AN DEMERGENCY EXPENDITURE
LOCAL GOVERNMENT CODE 111.010(D)

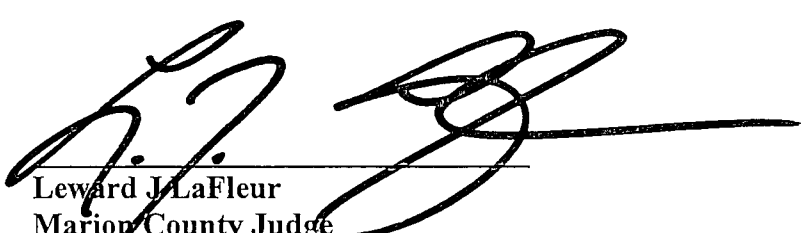
REQUESTED EXPENDITURE INCREASE TRANSFER

Fund- Department – Account	Description	Budget	Requested Inc/Decr	New Balance
15.621.4301	Supplies – Pct 1	\$120,000.00	(\$12,672.00)	\$107,328.00
15.622.4301	Supplies – Pct 2	\$120,000.00	\$12,672.00	\$132,672.00

STATEMENT OF NEED:

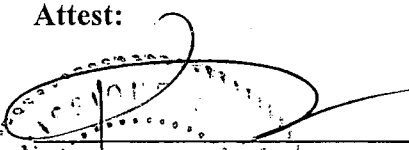
Precinct 2 is purchasing the Alamo Ditcher Head for \$12,672.00

Approved by Commissioners Court this 25th day of March 2024:

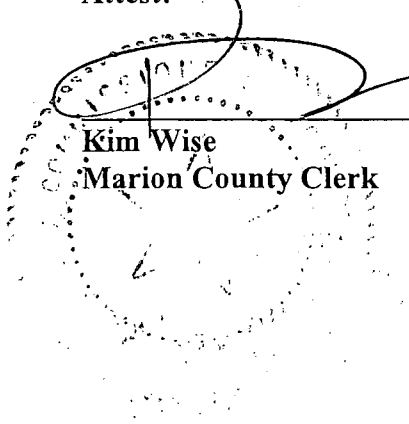


Leward J. LaFleur
Marion County Judge

Attest:



Kim Wise
Marion County Clerk



March 25, 2024

Exhibit "G"

300

County Judge
and Commissioners Court
Marion County, Texas
Re: Certification of additional revenue

Judge and Commissioners,

Pursuant to Local Government Code
111.0108- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year.

On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Shanna Solomon, County Auditor of Marion County CERTIFY to the Marion County Commissioners Court of the receipt of ADDITIONAL REVENUES from a new source not anticipated before the adoption of the budget- which were not included in the Marion County Revenue Estimates in the adopted budget for 2022. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

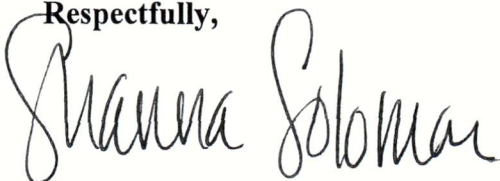
The amount and source of the certified additional funds are as follows-

Amount: \$ 7,644.05

Source: 10.360.3899

(Insurance proceeds from hail damage 2020 Dodge Ram vin4658)

Respectfully,

A handwritten signature in black ink, appearing to read "Shanna Solomon". The signature is fluid and cursive, with the first name "Shanna" being more prominent than the last name "Solomon".

Shanna Solomon
Marion County Auditor

SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR

**COUNTY AUDITOR SHALL CERTIFY TO THE COMMISSIONERS COURT THE RECEIPT
OF REVENUE FROM A NEW SOURCE NOT ANTICIPATED BEFORE THE ADOPTION OF
THE BUDGET AND NOT INCLUDED IN THE BUDGET FOR THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0108**

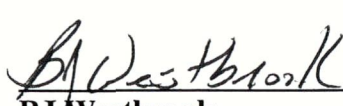
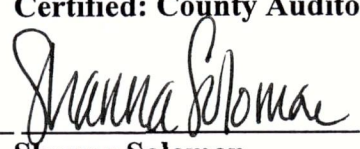
REQUESTED REVENUE & EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
10.360.3899	Sundry Receipts	\$30,000.00	\$7,644.05	\$ 37,644.05
10.535.4371	Auto Maintenance	\$ 28,000.00	\$7,644.05	\$ 34,644.05

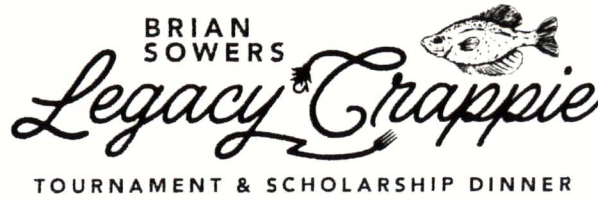
STATEMENT OF NEED:

Insurance Claim #APD20240088-1 – hail damage to 2020 dodge ram vin 4658- ck #71966 received from TAC

Fund Received: Treasurer Certified: County Auditor Approved by Commissioners Court:

		
BJ Westbrook	Shanna Solomon	Leward J LaFleur
Marion County Treasurer	Marion County Auditor	Marion County Judge

Date: 3-25-24 Date: 3/25/2024 Date: 3-25-2024



To the Commissioners Court of Marion County,

For consideration in the seed money of \$15,000 for the events proposed October 4th – 5th, 2024, in Jefferson, TX.

Economic Projection

Brian Sowers is loved by many in the crappie industry for everything that he was to them individually and how he impacted their lives.

In projecting the turnout for this tournament, I would personally be shocked if we only had 100 pro division teams, simply because of the name on the event. There are close to 1000 active pro division competitive crappie anglers in the nation, all whose lives this man has touched.

Note: Professional Crappie Anglers Untied keeps a three-year professional angler rating system for all tournaments completed. In 2021 there were 918 anglers, 2022 had 1040, and 2023 hosted 921.

Beyond Brian Sowers and his influence, the other draw will be the low entry fee with the big payout.

This tournament will have two divisions. In looking at the fact that Texas has 60 division two teams, and Sheila Patterson who has merged her tournament with this event had 28 teams alone last year; along with marketing this throughout the nation in all the state trails, with a very low entry fee and a big payout, 100 amateur teams is conservative.

To host 200 teams total is a conservative projection.

These teams will arrive one week prior to the tournament and reside in your county for that week. The anglers will spend money on Lodging, groceries, gas (lots of gas), and meals out.

Beyond the teams, we are bringing in vendors as sponsors, along with friends who are helping us pull off this event, who will be here for the weekend. Depending on travel they will at least spend Friday through Saturday night in Jefferson.

Even better, and what I am familiar with, is being the wife who spends the day shopping, dining, and adventuring while the boys are fishing.

Many of these teams will travel with wives and family. We will spend time and money in town. I am personally excited to be sharing Jefferson with my friends as there is so much to see and do!

Conservatively the average amount spent per team will be \$2000. At 200 teams this is \$400,000 in commerce to Marion County.

Projected Expenses – \$18,097

\$2043 Jefferson Institute Venue Rental for Scholarship Dinner Party

\$400 Convention Center Rental for Rules Meeting

\$7500 Catering by 1852 on Austin

\$1000 Second Childhood Band

\$1500 Print Materials for All Events

\$1054.82 Trophies and Award Plaques

\$1000 Kids Rods Reels Bait

\$400 Weigh Master DJ

\$650 Event Insurance – through Christy Burleson in Jefferson

\$50 Tablecloths

\$2500 Crappie Feed (Peanut Oil, Fry Batter, Potatoes, Paper Plates, Paper Towels, Ketchup, Bottled Waters) for 2000 people.

2000 people = 400 anglers, 400 family members, 300 kids fish families, 100 vendors and workers, 500 drawn in from marketing, and 300 townspeople.

We would be honored to have Brookshire's come in and sponsor this fish fry event if you have any help in making that happen. We will promote them accordingly in the sponsorship.

Scholarship Funds Distribution

Every dollar from Friday night's scholarship dinner party goes first to the balance of the outlined expenses, then the remainder goes directly to Jefferson ISD to distribute. Michael Walker, superintendent of Jefferson ISD, will ensure that every cent is distributed properly. There will be an application process that must be completed to be eligible for an award and a distribution process that ensures the awards are spent directly on education. At the close of this event, one lump sum check will be written to Jefferson ISD, and all books will be publicly available.

Money In Projection for Scholarships

Dinner tickets will bring in \$7100. There are 300 available at \$25 minus Marion County Commissioners' table of eight, and the table of the Brian Sowers family.

Fundraising raffles such as split the pot, bucket raffles where guests will purchase sheets of tickets to drop in buckets by donated items, deck of card games for certain big-ticket items (we are working on some guns for these), squares game (a guided hunt or such), and anything else that sounds fun and fundraising.

An example of funds raised with these to a crowd of 300 people.

Two Decks of cards at \$20 a chance = \$2080

Spit the pot at \$10 each = \$1500

Raffle Ticket Sheets at \$20 sold to 1/3 of the room = \$2000

Squares game = \$2000

As an example, with these raffles sold in addition to the \$7100 in dinner tickets, funds raised would be \$14,680. The balance of \$3097 will be paid to the remainder of the expenses, and a check for \$11,583 will be written to Jefferson ISD.

In honoring Brian Sowers and his continuous investments in the next generation, and his passion for Crappie fishing and the anglers he made feel to be the best there ever was, no matter where they placed, we are excited to share his legacy with you.

Sincerely,

Cassandra Gann

Event Coordinator

Brian Sowers Legacy Tournament

& Scholarship Dinner

903-574-1769

CrappieTrailPromotions@gmail.com

Crappie Anglers of Texas will be the financial host of this event as they are set up for tournament registrations and can accommodate dinner registrations as well.

They will also be the tournament director for the big tournament event.

This past weekend Crappie Anglers of Texas hosted the annual NOCC Crappiefest with 300 entries, in which this Brian Sowers Legacy event was announced to all there!

Crappie Anglers of Texas was established in 2007 and has been going strong ever since.

I will email over their 5013c this afternoon.

Since 2015 Marion County has deposited \$267,591.35 into the Airport fund from funds received from the Unclaimed Capital Credits Program. All of this has been spent on the Airport with exception of the \$46,000 we gave to Martin Professional Crappie Anglers United.

Currently the Airport Fund has \$128,696 in the bank

We will amend agenda once amount is decided on – it will be transferred from the airport to general fund – do we want to wait and see how much we get from state this year before transferring from Airport?

Sec. 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS.

(a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

- X (1) for state or local economic development;
- (2) for small or disadvantaged business development;
- (3) to stimulate, encourage, and develop business location and commercial activity in the county;
- X (4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;
- (5) to improve the extent to which women and minority businesses are awarded county contracts;
- (6) to support comprehensive literacy programs for the benefit of county residents; or
- (7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

- (1) contract with another entity for the administration of the program;
- (2) authorize the program to be administered on the basis of county commissioner precincts;
- (3) use county employees or funds for the program; and
- (4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a

county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, Sec. 3, eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1037, Sec. 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, Sec. 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, Sec. 2(109), eff. Sept. 1, 2003.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1236 (S.B. 1296), Sec. 12.003, eff. September 1, 2015.

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000334

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and the Office of the District & County Attorney ("Grantee") located at 102 W. Austin St. Rm. 202 Jefferson Texas 75657. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 100000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office Salary Assistance Grant as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff's office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. Deficient Grant Funds. If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. Authorized Uses. Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
 2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.
- B. Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

- A. Authorized Uses.** Grantee may only use grant funds to cover the following costs:
1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC § 16.300(14) employed at the prosecutor's office; or
 2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

- A. Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.
- B. Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:
1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
 2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:

- i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
 - 1. require Grantee to return the grant funds or a portion of the grant funds;
 - 2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;

3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, 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.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt

requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the District & County Attorney of Marion
102 W. Austin St. Rm. 201 Jefferson Texas 75657

Contact Person: Angela Smoak
County Attorney
angela.smoak@co.marion.tx.us
9036652611

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY 

Lisa Craven
Deputy Comptroller

DATE 3/26/2024 | 4:27 PM CDT

Office of the District & County Attorney of Marion

BY 

Angela Smoak
County Attorney

DATE 3/26/2024 | 3:39 PM CDT