

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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Hon. Leward J. LaFleur

Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

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 10th June, 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 – May 28, 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
2. Consider for approval payroll from May 1-15, 2024 and May 16-31, 2024.
3. Consider for approval TXDOT Airport Project Participation Agreement 24OBJFRSN for an obstruction survey at Cypress River Airport at \$60,740.00 authorizing County Judge to sign and County Treasurer to pay 10% match of \$6,047.00.
4. Consider for approval a resolution concerning hiring practices in Marion County.
5. Discuss and take necessary action on closing Driftwood Court in Marion County Precinct #1 and returning it to private property.


Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
24 JUN -6 PM 1:56
KIMBERLY WISE
CO. CLERK, MARION CO.
BY  DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JUNE 10, 2024

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on June 10, 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 - ABSENT
GERED R. LEE, COMMISSIONER, PRECINCT #4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MEETING ON MAY 28, 2024

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

Tax Assessor-Collector	February	2024
J.P. Pct. #2	March - April	2024
District Clerk	April	2024
County Clerk	May	2024
Sheriff	May	2024
Treasurer	April - December	2023
District Clerk	May	2024

c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT

Motion by Pattison, seconded by Lee to approve the consent agenda presented. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2**ORDER APPROVING PAYROLL FOR MAY 1-15, 2024 AND MAY 16-31, 2024.**

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

See Exhibit "A" attached

ITEM NO. 3

ORDER APPROVING TXDOT AIRPORT PROJECT PARTICIPATION AGREEMENT
240BJFRSN FOR AN OBSTRUCTION SURVEY AT CYPRESS RIVER AT \$60,470.00
AUTHORIZING COUNTY JUDGE TO SIGN AND COUNTY TREASURER TO PAY
10% MATCH OF \$6,047.00.

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

See Exhibit "B" attached

ITEM NO. 4

ORDER APPROVING RESOLUTION CONCERNING HIRING PRACTICES IN
MARION COUNTY.

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

See Exhibit "C" attached

ITEM NO. 5

ORDER TO CLOSE DRIFTWOOD COURT IN MARION COUNTY PRECINCT #1
AND RETURN IT TO PRIVATE PROPERTY.

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

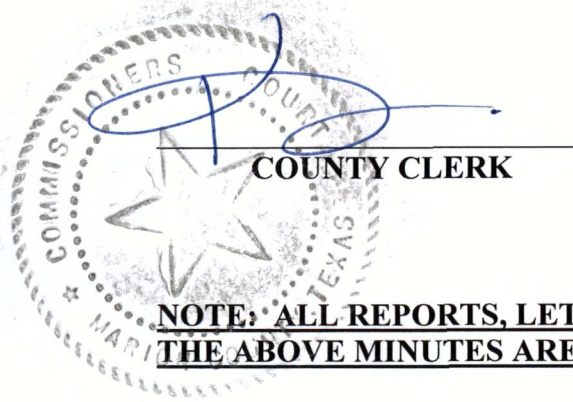
No exhibit provided

ORDER TO ADJOURN

Motion by Ashley, seconded by Pattison. All members present said Aye. Motion carried 3-0.
Meeting adjourned at 9:10 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

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	20,895.03	1,144.00	02-01	SALARY-EMPLOY	51,799.49	3,206.25
03-01	EXTRA HELP	8,888.75	676.25	06-01	ELECT STIPEND	187.50	88.00
05-05	OVERTIME	1,974.38	86.25	07-05	ALT OVERTIME	5,089.51	181.00
30-30	VAC ACCRUED		13.36	32-31	VAC TAKEN-EMP	532.64	34.00
40-40	SL LV ACCRUED		110.22	42-41	SK LV TAK-EMP	612.57	31.25
SP-70	STATE SUP PAY	1,050.00		TT-70	TRAVEL ALLOW	904.16	
99-99	NET PAY	70,730.76					
	GROSS PAY	91,934.03	5,447.00				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	764.75		H1-30	HEALTH CHILD	334.95	
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,317.12	90,834.33	SS-10	FICA W/H	5,631.78	90,834.33
TC-20	TCDRS W/H	5,951.36	85,018.99	FD-40	FEDERAL W/H	6,131.96	84,882.97
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	956.55		NF-02	CIGNA	47.30	
UG-02	UNI GUARANTY	67.50					
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
SV-05	SUTA-EMP	0.73		SX-05	SUTA-EX HELP	55.45	
MC-10	MEDC TAX OFF	329.69		MR-10	MEDC TAX XHEP	132.56	
MT-10	MEDC TAX EMP	854.87		SR-10	FICA-EX HELP	566.72	
SS-10	FICA-OFF	1,409.70		ST-10	FICA-EMP	3,655.36	
SD-15	SUP DEATH-OFF	100.33		SE-15	SUP DEATH-EMP	298.34	
TC-15	TCDRS-OFF	2,552.73		TD-15	TCDRS-EMP	7,615.58	
AF-20	AFLAC	29.97		A1-20	COLONIAL ADDL	382.98	
CI-20	DEP. CHIL	334.95		DF-20	DENT. FAMILY	186.32	
VE-20	VISION EMPLOY	45.80		VF-20	VISION FAMILY	6.76	
VP-20	VSP VISION	106.27		VS-20	VISION SPOUSE	8.72	

Exhibit "A"

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,715.84	352.00	02-01 SALARY-EMPLOY	12,548.35	784.00
03-01 EXTRA HELP	3,293.00	244.00	30-30 VAC ACCRUED		3.34
32-31 VAC TAKEN-EMP	663.60	40.00	40-40 SL LV ACCRUED		33.40
42-41 SK LV TAK-EMP	980.56	56.00	CT-70 TRAVEL ALLOW	999.99	
TT-70 TRAVEL ALLOW	333.33		99-99 NET PAY	19,233.27	
GROSS PAY	25,484.67	1,476.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	245.98	H2-30 HEALTH CHILDR	236.23

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	362.52	25,002.46	SS-10 FICA W/H	1,550.14	25,002.46
TC-20 TCDRS W/H	1,585.23	22,646.10	FD-40 FEDERAL W/H	1,610.19	23,201.23

DED CODE & DESCRIPTION	AMOUNT	DED CODE & DESCRIPTION	AMOUNT
A1-02 COLONIAL ADDL	265.61	CC-10 CHILDS SUPPORT	245.50
CT-10 CHILDS SUPPORT	150.00		

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SX-05 SUTA-EX HELP	20.81	MC-10 MEDC TAX OFF	110.89
MR-10 MEDC TAX XHEP	47.74	MT-10 MEDC TAX EMP	203.89
SR-10 FICA-EX HELP	204.16	SS-10 FICA-OFF	474.17
ST-10 FICA-EMP	871.81	SD-15 SUP DEATH-OFF	31.56
SE-15 SUP DEATH-EMP	74.88	TC-15 TCDRS-OFF	803.20
TD-15 TCDRS-EMP	1,905.26	AF-20 AFLAC	32.89
A1-20 COLONIAL ADDL	100.66	DF-20 DENT. FAMILY	46.58
E2-20 CHILDREN HINS	236.23	VE-20 VISION EMPLOY	6.87
VF-20 VISION FAMILY	6.76	VP-20 VSP VISION	47.86
VS-20 VISION SPOUSE	4.36		

PAYROLL.....M MARION COUNTY
HOME EMPR.....1 MARION COUNTY
HOME FUND.....49 SALARY ASST SB22 GRA PERIOD 2 DATING 5/01/2024 - 5/15/2024 CHECK DATE 5/15/2024 PR302R-V14.23
PAYROLL CALCULATION TOTALS
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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	1,680.21	264.00	02-01 SALARY-EMPLOY	6,926.11	2,024.00
05-05 OVERTIME	187.50	5.00	30-30 VAC ACCRUED		1.67
40-40 SL LV ACCRUED		3.34	99-99 NET PAY	7,279.30	
GROSS PAY	8,793.82	2,293.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	30.05				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	127.10	8,763.77	SS-10 FICA W/H	543.38	8,763.77
TC-20 TCDRS W/H	615.58	8,793.82	FD-40 FEDERAL W/H	198.41	8,148.19
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	14.38		MC-10 MEDC TAX OFF	24.37	
MT-10 MEDC TAX EMP	102.73		SS-10 FICA-OFF	104.17	
ST-10 FICA-EMP	439.21		SD-15 SUP DEATH-OFF	7.89	
SE-15 SUP DEATH-EMP	33.45		TC-15 TCDRS-OFF	200.95	
TD-15 TCDRS-EMP	850.79		DF-20 DENT. FAMITLY	23.29	
VF-20 VISION FAMITLY	6.76				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....50 PRETRIAL INTERVENTION PERIOD 2 DATING 5/01/2024 - 5/15/2024 CHECK DATE 5/15/2024 RUN - 5/10/2024 16.59.00 PAGE 4
PAYROLL CALCULATION TOTALS PR302R-V14.23 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	103.00	88.00	99-99 NET PAY	87.91	
GROSS PAY	103.00				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1.49	103.00	SS-10 FICA W/H	6.39	103.00
TC-20 TCDRS W/H	7.21	103.00	FD-40 FEDERAL W/H		95.79
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	1.34		MT-10 MEDC TAX EMP	1.49	
ST-10 FICA-EMP	6.39		SE-15 SUP DEATH-EMP	0.48	
TD-15 TCDRS-EMP	12.32				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS

PERIOD 2 DATING 5/01/2024 - 5/15/2024 CHECK DATE 5/15/2024 PR302R-V14.23

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Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,504.17	88.00	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	1,183.38				
GROSS PAY	1,504.17	88.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	34.55				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	21.31	1,469.62	SS-10 FICA W/H	91.12	1,469.62
TC-20 TCDRS W/H	105.29	1,504.17	FD-40 FEDERAL W/H	68.52	1,364.33
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	21.31		ST-10 FICA-EMP	91.12	
SE-15 SUP DEATH-EMP	7.07		TD-15 TCDRS-EMP	179.90	
DF-20 DENT. FAMILY	23.29		VP-20 VSP VISION	11.26	

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

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PERIOD 2 DATING 5/01/2024 - 5/15/2024 CHECK DATE 5/15/2024 PR302R-V14.23

Paymate

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	29,291.08	1,760.00	02-01	SALARY-EMPLOY	72,881.12	6,190.25
03-01	EXTRA HELP	12,181.75	920.25	06-01	ELECT STIPEND	187.50	88.00
05-05	OVERTIME	2,161.88	91.25	07-05	ALT OVERTIME	5,089.51	181.00
30-30	VAC ACCRUED		18.37	32-31	VAC TAKEN-EMP	1,196.24	74.00
40-40	SL LV ACCRUED		150.30	42-41	SK LV TAK-EMP	1,543.13	87.25
CT-70	TRAVEL ALLOW	999.99		SP-70	STATE SUP PAY	1,050.00	
TT-70	TRAVEL ALLOW	1,237.49		99-99	NET PAY	98,514.62	
	GROSS PAY	127,819.69	9,392.00				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	1,075.33		H1-30	HEALTH CHIL	334.95	
H2-30	HEALTH CHILDR	236.23					
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,829.54	126,173.18	SS-10	FICA W/H	7,822.81	126,173.18
TC-20	TCDRS W/H	8,264.67	118,066.08	FD-40	FEDERAL W/H	8,009.08	117,692.51
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	1,222.16		NF-02	CIGNA	47.30	
UG-02	UNI GUARANTY	67.50		CC-10	CHIL	245.50	
CT-10	CHILD SUPPORT	150.00					
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
SV-05	SUTA-EMP	16.45		SX-05	SUTA-EX HELP	76.26	
MC-10	MEDC TAX OFF	464.95		MR-10	MEDC TAX XHEP	180.30	
MT-10	MEDC TAX EMP	1,184.29		SR-10	FICA-EX HELP	770.88	
SS-10	FICA-OFF	1,988.04		ST-10	FICA-EMP	5,063.89	
SD-15	SUP DEATH-OFF	139.78		SE-15	SUP DEATH-EMP	414.22	
TC-15	TCDRS-OFF	3,556.88		TD-15	TCDRS-EMP	10,563.85	
AF-20	AFLAC	62.86		A1-20	COLONIAL ADDL	483.64	
CI-20	DEP. CHIL	334.95		DF-20	DENT. FAMILY	279.48	
E2-20	CHILDREN HINS	236.23		VE-20	VISION EMPLOY	52.67	
VF-20	VISION FAMILY	20.28		VP-20	VSP VISION	165.39	
VS-20	VISION SPOUSE	13.08					

NET PAY**5/15/2024**

GENERAL	10.000.1012	\$70,730.76
ROAD & BRIDGE	15.000.1012	\$19,628.77
LAKE PATROL	41.000.1012	\$0.00
SB22 GRANT	49.000.1012	\$7,279.30
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	<u>\$1,183.38</u>
		<u>\$98,910.12</u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$11,263.56
MEDICARE	10.000.2203	\$2,634.24
W/HOLDINGS	10.000.2202	\$6,131.96

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$3,100.28
MEDICARE	15.000.2203	\$725.04
W/HOLDINGS	15.000.2202	\$1,610.19

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$0.00
MEDICARE	41.000.2203	\$0.00
W/HOLDINGS	41.000.2202	\$0.00

SB22 GRANT FUND

F.I.C.A.	49.000.2203	\$1,086.76
MEDICARE	49.000.2203	\$254.20
W/HOLDINGS	49.000.2202	\$198.41

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$182.24
MEDICARE	51.000.2203	\$42.62
W/HOLDINGS	51.000.2202	<u>\$68.52</u>

\$27,313.78


David E. Patton

PAYROLL.....M MARION
HOME EMPL.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 5/16/2024 - 5/31/2024 CHECK DATE 5/31/2024
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PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	20,895.03	1,248.00	02-01	SALARY-EMPLOY	47,852.82	3,287.05
03-01	EXTRA HELP	4,133.25	297.50	06-01	ELECT STIPEND	187.50	96.00
11-01	HOLIDAY PAY	2,933.84	152.00	05-05	OVERTIME	549.61	24.00
07-05	ALT OVERTIME	6,625.37	233.00	30-30	VAC ACCRUED		13.36
32-31	VAC TAKEN-EMP	3,894.78	213.95	40-40	SL IV ACCRUED		110.22
42-41	SK LV TAK-EMP	1,089.10	54.00	SP-70	STATE SUP PAY	1,050.00	
TT-70	TRAVEL ALLOW	904.16		99-99	NET PAY	68,755.59	
	GROSS PAY	90,115.46	5,605.50				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	764.75		H1-30	HEALTH CHILD	334.95	
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,290.76	89,015.76	SS-10	FICA W/H	5,518.98	89,015.76
TC-20	TCDRS W/H	6,162.21	88,031.05	FD-40	FEDERAL W/H	6,216.87	82,853.55
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	956.55		NF-02	CIGNA	47.30	
UG-02	UNI GUARANTY	67.50					
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
MC-10	MEDC TAX OFF	329.69		MR-10	MEDC TAX XHEP	59.94	
MT-10	MEDC TAX EMP	901.13		SR-10	FICA-EX HELP	256.26	
SS-10	FICA-OFF	1,409.70		ST-10	FICA-EMP	3,853.02	
SD-15	SUP DEATH-OFF	1,100.33		SE-15	SUP DEATH-EMP	3,311.14	
TC-15	TCDRS-OFF	2,552.73		TD-15	TCDRS-EMP	7,975.81	
AF-20	AFLAC	29.97		A1-20	COLONIAL ADDL	382.98	
CI-20	DEP. CHILD	334.95		DF-20	DENT. FAMILY	186.32	
DI-20	DENT. INS-OFF	223.92		DJ-20	DENT. INS-EMP	821.04	
HI-20	MED INS-OFF	8,268.80		HJ-20	MED INS-EMP	27,287.04	
TK-20	TERM LIFE/OFF	30.60		TM-20	TERM LIFE-EMP	100.98	
VE-20	VISION EMPLOY	45.80		VF-20	VISION FAMILY	6.76	
VP-20	VSP VISION	106.27		VS-20	VISION SPOUSE	8.72	

PAYROLL.....M MARION COUNTY
HOME EMPR.....1 MARION COUNTY
HOME FUND.....15 ROAD & BRIDGE FUND

PAYROLL CALCULATION TOTALS

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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,715.84	384.00	02-01 SALARY-EMPLOY	12,522.80	848.00
03-01 EXTRA HELP	2,955.75	214.50	30-30 VAC ACCRUED	262.88	1.67
40-40 SL LV ACCRUED		30.06	42-41 SK LV TAK-EMP	333.33	16.00
CT-70 TRAVEL ALLOW	999.99		TT-70 TRAVEL ALLOW		
99-99 NET PAY	17,888.67				
GROSS PAY	23,790.59	1,462.50			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	245.98		H2-30 HEALTH CHILDR	236.23	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	337.96	23,308.38	SS-10 FICA W/H	1,445.11	23,308.38
TC-20 TCDRS W/H	1,465.70	20,938.52	FD-40 FEDERAL W/H	1,509.83	21,842.68
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	265.61		CC-10 CHILD SUPPORT	245.50	
CT-10 CHILD SUPPORT	150.00				
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MC-10 MEDC TAX OFF	110.89		MR-10 MEDC TAX XHEP	42.85	
MT-10 MEDC TAX EMP	184.22		SR-10 FICA-EX HELP	183.25	
SS-10 FICA-OFF	474.17		ST-10 FICA-EMP	787.69	
SD-15 SUP DEATH-OFF	31.56		SE-15 SUP DEATH-EMP	66.85	
TC-15 TCDRS-OFF	803.20		TD-15 TCDRS-EMP	1,701.03	
AF-20 AFLAC	32.89		A1-20 COLONIAL ADDL	100.66	
DF-20 DENT. FAMILY	46.58		DI-20 DENT INS-OFF	74.64	
DJ-20 DENT INS-EMP	248.80		E2-20 CHILDREN HINS	236.23	
HI-20 MED INS-OFF	2,480.64		HJ-20 MED INS-EMP	7,441.92	
TK-20 TERM LIFE/OFF	12.24		TM-20 TERM LIFE-EMP	27.54	
VE-20 VISION EMPLOY	6.87		VF-20 VISION FAMILY	6.76	
VP-20 VSP VISION	47.86		VS-20 VISION SPOUSE	4.36	

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....41 LAKE PATROL FUND
PERIOD 1 DATING 5/16/2024 - 5/31/2024 CHECK DATE 5/31/2024 RUN - 5/29/2024 10.32.38 PAGE 3
PR302R-V14.23 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	200.00		05-05 OVERTIME	252.00	8.00
99-99 NET PAY	385.78				
GROSS PAY	452.00	8.00			

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	6.56	452.00	SS-10 FICA W/H	28.02	452.00
TC-20 TCDRS W/H	31.64	452.00	FD-40 FEDERAL W/H		420.36

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	5.23	MC-10 MEDC TAX OFF	0.73
MT-10 MEDC TAX EMP	5.83	SS-10 FICA-OFF	3.10
ST-10 FICA-EMP	24.92	SD-15 SUP DEATH-OFF	0.24
SE-15 SUP DEATH-EMP	1.89	TC-15 TCDRS-OFF	5.98
TD-15 TCDRS-EMP	48.08		

PAYROLL CALCULATION TOTALS

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	1,680.21	288.00	02-01 SALARY-EMPLOY	6,926.11	2,208.00
30-30 VAC ACCRUED		1.67	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	7,140.20				
GROSS PAY	8,606.32	2,496.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	30.05				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	124.38	8,576.27	SS-10 FICA W/H	531.75	8,576.27
TC-20 TCDRS W/H	602.46	8,606.32	FD-40 FEDERAL W/H	177.48	7,973.81
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	10.87		MC-10 MEDC TAX OFF	24.37	
MT-10 MEDC TAX EMP	100.01		SS-10 FICA-OFF	104.17	
ST-10 FICA-EMP	427.58		SD-15 SUP DEATH-OFF	7.89	
SE-15 SUP DEATH-EMP	32.57		TC-15 TCDRS-OFF	200.95	
TD-15 TCDRS-EMP	828.36		DF-20 DENT. FAMILY	23.29	
VF-20 VISION FAMILY	6.76				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....50 PRETRIAL INTERVENTION PERIOD 1 DATING 5/16/2024 - 5/31/2024 CHECK DATE 5/31/2024 RUN - 5/29/2024 10.32.38 PAGE 5
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PAYROLL CALCULATION TOTALS

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	103.00	96.00	99-99 NET PAY	87.91	
GROSS PAY	103.00	96.00			
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1.49	103.00	SS-10 FICA W/H	6.39	103.00
TC-20 TCDRS W/H	7.21	103.00	FD-40 FEDERAL W/H		95.79
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	1.34		MT-10 MEDC TAX EMP	1.49	
ST-10 FICA-EMP	6.39		SE-15 SUP DEATH-EMP	0.48	
TD-15 TCDRS-EMP	12.32				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 5/16/2024 - 5/31/2024 CHECK DATE 5/31/2024 PR302R-V14.23
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Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,365.29	88.00	32-31 VAC TAKEN-EMP	138.88	8.00
40-40 SL IV ACCRUED		3.34	99-99 NET PAY	1,183.38	
GROSS PAY	1,504.17	96.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	34.55				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	21.31	1,469.62	SS-10 FICA W/H	91.12	1,469.62
TC-20 TCERS W/H	105.29	1,504.17	FD-40 FEDERAL W/H	68.52	1,364.33
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	21.31		ST-10 FICA-EMP	91.12	
SE-15 SUP DEATH-EMP	7.07		TD-15 TCERS-EMP	179.90	
DE-20 DENT. FAMILY	23.29		DJ-20 DENT INS-EMP	24.88	
HU-20 MED INS-EMP	826.88		TM-20 TERM LIFE-EMP	3.06	
VP-20 VSP VISION	11.26				

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

RUN- 5/29/2024 10.32.38 PAGE 7

PERIOD 1 DATING 5/16/2024- 5/31/2024 CHECK DATE 5/31/2024 PR302R-V14.23

Paymate

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	29,291.08	1,920.00	02-01	SALARY-EMPLOY	68,970.02	6,527.05
03-01	EXTRA HELP	7,089.00	512.00	06-01	ELECT STIPEND	187.50	96.00
11-01	HOLIDAY PAY	2,933.84	152.00	05-05	OVERTIME	801.61	32.00
07-05	ALT OVERTIME	6,625.37	233.00	30-30	VAC ACCRUED	16.70	16.70
32-31	VAC TAKEN-EMP	4,033.66	221.95	40-40	SL LV ACCRUED	146.96	146.96
42-41	SK LV TAK-EMP	1,351.98	70.00	CT-70	TRAVEL ALLOW	999.99	
SP-70	STATE SUP PAY	1,050.00		TT-70	TRAVEL ALLOW	1,237.49	
99-99	NET PAY	95,441.53					
	GROSS PAY	124,571.54	9,764.00				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	1,075.33		H1-30	HEALTH CHILD	334.95	
H2-30	HEALTH CHILDR	236.23					
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,782.46	122,925.03	SS-10	FICA W/H	7,621.37	122,925.03
TC-20	TCDRS W/H	8,374.51	119,635.06	FD-40	FEDERAL W/H	7,972.70	114,550.52
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	1,222.16		NF-02	CIGNA	47.30	
UG-02	UNI GUARANTY	67.50		CC-10	CHILD SUPPORT	245.50	
CT-10	CHILD SUPPORT	150.00					
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
SV-05	SUTA-EMP	17.44		MC-10	MEDC TAX OFF	465.68	
MR-10	MEDC TAX XHEP	102.79		MT-10	MEDC TAX EMP	1,213.99	
SR-10	FICA-EX HELP	439.51		SS-10	FICA-OFF	1,991.14	
ST-10	FICA-EMP	5,190.72		SD-15	SUP DEATH-OFF	140.02	
SE-15	SUP DEATH-EMP	420.00		TC-15	TCDRS-OFF	3,562.86	
TD-15	TCDRS-EMP	10,745.50		AF-20	AFLAC	62.86	
A1-20	COLONIAL ADDL	483.64		CI-20	DEP. CHILD	334.95	
DF-20	DENT. FAMILY	279.48		DI-20	DENT INS-OFF	298.56	
DJ-20	DENT INS-EMP	1,094.72		E2-20	CHILDREN HINS	236.23	
H1-20	MED INS-OFF	10,749.44		HJ-20	MED INS-EMP	35,555.84	
TK-20	TERM LIFE/OFF	42.84		TM-20	TERM LIFE-EMP	131.58	
VE-20	VISION EMPLOY	52.67		VF-20	VISION FAMILY	20.28	
VP-20	VSP VISION	165.39		VS-20	VISION SPOUSE	13.08	

NET PAY**5/31/2024**

GENERAL	10.000.1012	\$68,755.59
ROAD & BRIDGE	15.000.1012	\$18,284.17
LAKE PATROL	41.000.1012	\$385.78
SB22 GRANT	49.000.1012	\$7,140.20
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	<u>\$1,183.38</u>
		<u><u>\$95,837.03</u></u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$11,037.96
MEDICARE	10.000.2203	\$2,581.52
W/HOLDINGS	10.000.2202	\$6,216.87

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,890.22
MEDICARE	15.000.2203	\$675.92
W/HOLDINGS	15.000.2202	\$1,509.83

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$56.04
MEDICARE	41.000.2203	\$13.12
W/HOLDINGS	41.000.2202	\$0.00

SB22 GRANT FUND

F.I.C.A.	49.000.2203	\$1,063.50
MEDICARE	49.000.2203	\$248.76
W/HOLDINGS	49.000.2202	\$177.48

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$182.24
MEDICARE	51.000.2203	\$42.62
W/HOLDINGS	51.000.2202	<u>\$68.52</u>

\$26,780.36

J.R.W.
Carol E. Patterson
Ann R 2

Date/Time 05-31-2024 / 02:37 PM
Submitted By bwestbrook257

Pay Date 05-31-2024

Employee Deposits \$16,639.12
Employer Contributions \$28,429.13
Group Term Life Premiums \$1,117.20
Total \$46,185.45

Comments

Payroll File MAY24.xlsx

CLOSE

PRINT

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Planning Grant)

TxDOT CSJ No.: 24OBJFRSN
Commission Approval: May 23, 2024

Part I - Identification of the Project

TO: Marion County, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made between the Texas Department of Transportation, for and on behalf of the State of Texas (the "State"), and Marion County, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of title 3 of the Texas Transportation Code.

The project is described as planning services to: prepare an obstruction survey at Cypress River Airport.

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*
2. It is estimated that project costs will be approximately \$60,470 (Amount A). It is further estimated that approximately \$60,470 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State. It is estimated that the Sponsor's share of the project costs will be approximately \$6,047 (Amount C) and the state's financial assistance share of eligible project costs will be approximately \$54,423 (Amount D). Financial assistance is subject to the availability of state funds. Any state financial participation over this amount is not guaranteed.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to

amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state and/or local funds.

3. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation, and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional state eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

4. During negotiations, if the estimated eligible total project costs exceed Amount A, above, the Sponsor may request the State to void this Agreement, whereupon the State shall agree to void this Agreement upon the satisfaction of the following conditions:
 - a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
 - b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future State expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and
 - c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.
5. Upon satisfaction of the conditions specified in Paragraph II-4 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.
6. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.
7. Sponsor's share of project costs (Amount C) shall be paid in cash when requested by the

State. At project close-out, Sponsor will be reimbursed for any amounts that exceed Sponsor's share.

8. The Sponsor specifically agrees that it shall pay any project costs, which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount D) as stated in Paragraph II-2.
9. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount C) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-5 and/or V-6. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C). If the Sponsor does not move forward with the planning project, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and
 - b. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and
 - c. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired

under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

- d. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and
- e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. through the fence access shall be reviewed and approved by the State; and
- h. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- i. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- j. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

- k. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- l. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and
- m. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- n. it will provide upon request of the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- o. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.
- p. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications thereto, shall be filed with the State for approval; and

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
4. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
5. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.
6. The Sponsor agree and understand that:
 - a. The Sponsor will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;
 - b. The Sponsor will provide, in the case of a planning grant, a land use plan that -
 1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;
 2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;
 3. Uses noise contours provided by the Airport Operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;

4. Does not duplicate, and is not inconsistent with, the Airport Operator's noise compatibility measures for the same area; and
 5. Has been approved jointly by the Airport Owner or Operator and the Sponsor.
- c. It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives, except as otherwise specifically provided.
3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving/Disbursing Agent:

- a. accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
- b. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.
- c. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State approved contracts;

Contracting Agent:

- d. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of

the Sponsor, contracts related to this project;

- e. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with state regulations.

Contract Management Agent:

- f. exercise such supervision and direction of the project work, as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, planner, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling;
- g. participate in conferences; and issue orders as it deems appropriate regarding project progress, including but not limited to Notices to Proceed, Stop Work Orders, and Supplemental Agreements
- h. coordinate review and approval of project plans, and conduct progress and final meetings.

PART V - Recitals

1. The State and Sponsor shall obtain an audit as required by State regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. The State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
5. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

- a. The reasons for the suspension and the corrective action necessary to lift the suspension;
- b. A date by which the corrective action must be taken;
- c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

6. This Agreement is subject to the applicable provisions of Title 3, Texas Transportation Code, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
7. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
8. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement shall be evidenced by execution of this Agreement by the Sponsor. The Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. The Agreement shall become effective upon execution of the

Agreement by the State and shall remain in full force and effect for a period of at least 20 years.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
12. Termination
This agreement may be terminated in the following manner:
 - ◆ by mutual written agreement and consent of both parties;
 - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
 - ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

Marion County, Texas does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

Marion County, Texas

Sponsor

Leward J LaFlair

Sponsor Signature

Marion County Judge

Sponsor Title

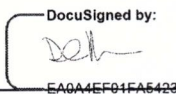
June 10, 2024

Date

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:  DocuSigned by:
EA0A4EF01FA5423...

Title: Director, Aviation Division

Date: 6/18/2024

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Marion County, Texas
(Sponsor)

By: Leward J LaFleur 

Title: Marion County Judge

Date: JUNE 10 2024

Exhibit "C"

STATE OF TEXAS

COUNTY OF MARION

RESOLUTION

THE COUNTY OF MARION, STATE OF TEXAS, ACTING BY AND THROUGH THE ELECTED COUNTY JUDGE AND MEMBERS OF THE COMMISSIONERS COURT PASS THIS RESOLUTION WITH RESPECT TO HIRING PRACTICES IN SAID COUNTY.

BE IT RESOLVED THAT NO ELECTED OFFICIAL, OFFICE SUPERVISOR, OR ANY CURRENT EMPLOYEE OF MARION COUNTY, TEXAS MAY HIRE OR EMPLOY AN INDIVIDUAL WHO HAS BEEN CONVICTED OR GRANTED DEFERRED ADJUDICATION FOR A CRIMINAL OFFENSE IN WHICH THE VICTIM OR COMPLAINANT IN SAID CASE WAS MARION COUNTY, TEXAS OR ANY OF ITS DEPARTMENTS.

SIGNED THIS 10 DAY OF June, 2024


MARION COUNTY JUDGE

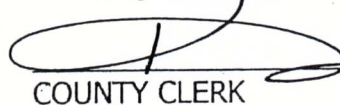

COMMISSIONER PCT. 1


COMMISSIONER PCT. 2

Absent
COMMISSIONER PCT. 3


COMMISSIONER PCT. 4

ACKNOWLEDGED IN MY PRESENCE IN OPEN COURT, BY THE ABOVE JUDGE AND COMMISSIONERS ON THIS THE 10 DAY OF June, 2024.


COUNTY CLERK

