



Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

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FILED FOR RECORD (903) 665-3261
Fax (903) 665-8732
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KIMBERLY WISE
CO. CLERK, MARION CO.

BY K.W. DEPUTY CLERK

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 30th December, 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 – December 09, 2024, December 17, 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 appointing board member to Marion Central Appraisal District Board.

3. Consider for approval Acceptance of the 2025 Rural Law Enforcement Salary Assistance program for Constable's Award #IA-0000001246 at \$1,302.96 through the Texas Comptroller of Public Accounts authorizing County Judge to DocuSign.

4. Consider approval of mileage rate for 2025.

5. Consider for approval increase of travel meal per -diem from \$35 day to \$45 day.

6. Consider for approval salary ranges of employees for 2025.

7. Consider for approval 2024 end of year transfers/amendments as presented by Auditor.

8. Consider for approval Special Budget for Revenue Received After Start of Fiscal Year for Sheriff Department Insurance Claim AL20241965 per LGC 111.0108 upon Certification of Revenue by Auditor.

9. Consider for approval Change Order #1 for Marion County Kellyville Community Center - Roof Improvements WEC-24-06017 funded through ARPA Federal Revenue Loss to reduce the contract by \$6,000 of unused costs for a total project cost of \$135,678

10. Consider for approval Change Order #1 for Marion County Kellyville Community Center – Building Improvements WEC-24-06018 funded through ARPA Federal Revenue Loss



Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
DECEMBER 30, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on December 30, 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

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON DECEMBER 09, 2024, DECEMBER 17, 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 Lee to approve the consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2**ORDER TO APPOINT COMMISSIONER RALPH MEISENHEIMER AS THE BOARD MEMBER FROM THIS COURT TO THE MARION COUNTY APPRAISAL DISTRICT BOARD.**

Motion by Lafleur, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE ACCEPTANCE OF THE 2025 RURAL LAW ENFORCEMENT SALARY ASSISTANCE PROGRAM FOR CONSTABLE'S AWARD #IA-0000001246 AT \$1,302.96 THROUGH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AUTHORIZING OUR COUNTY JUDGE TO DOCUSIGN.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 4**ORDER TO APPROVE MILEAGE RATE FOR 2025 TO 70¢ A MILE.**

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

ITEM NO. 5**ORDER TO APPROVE INCREASE OF TRAVEL MEAL PER-DIEM FROM \$35 TO \$55 A DAY.**

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ITEM NO. 6**ORDER TO APPROVE SALARY RANGES OF EMPLOYEES FOR 2025.**

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

ITEM NO. 7**ORDER TO APPROVE 2024 END OF YEAR TRANSFERS/AMENDMENTS AS PRESENTED BY OUR AUDITOR.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "E" attached

ITEM NO. 8**ORDER TO APPROVE SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR FOR SHERIFF DEPARTMENT INSURANCE CLAIM AL20241965 PER LGC 111.0108 UPON CERTIFICATION OF REVENUE BY AUDITOR.**

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "F" attached

ITEM NO. 9**ORDER TO APPROVE CHANGE ORDER #1 FOR MARION COUNTY KELLYVILLE COMMUNITY CENTER – ROOF IMPROVEMENTS WEC-24-06017 FUNDED THROUGH ARPA FEDERAL REVENUE LOSS TO REDUCE THE CONTRACT BY \$6,000 OF UNUSED COSTS FOR A TOTAL PROJECT COST OF \$135,678.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "G" attached

ITEM NO. 10**ORDER TO APPROVE CHANGE ORDER #1 FOR MARION COUNTY KELLYVILLE
COMMUNITY CENTER – BUILDING IMPROVMENTS WEC-24-06018 FUNDED
THROUGH ARPA FEDERAL REVENUE LOSS.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit “H” attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:22 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

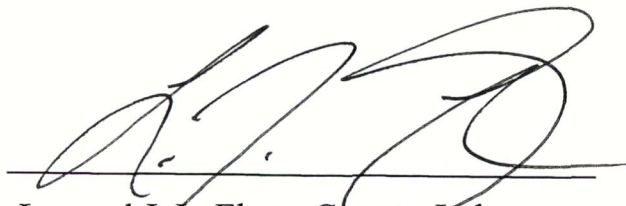
**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

RESOLUTION

A RESOLUTION FOR THE MARION CENTRAL APPRAISAL DISTRICT BOARD MEMBER APPOINTMENT

WHEREAS, the Marion County Commissioners Court has considered and does hereby appoint, Ralph Meisenheimer, for the 2025 - 2026 term to the Marion Central Appraisal District Board of Directors.

NOW THEREFORE BE IT RESOLVED that by majority vote of the Marion County Commissioners Court on this the 30th day of December, 2024.


Leward J. LaFleur, County Judge

ATTEST:


Kimberly Wise, County Clerk

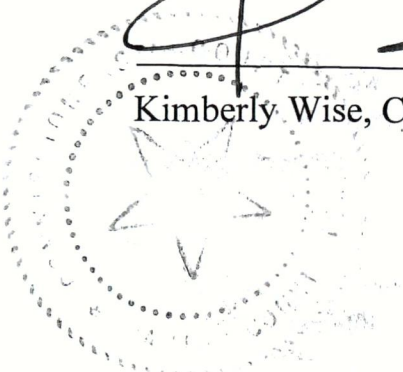


Exhibit "B"

622

GRANT AGREEMENT
Rural Law Enforcement Salary Assistance Program
Award # IA-0000001246

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Marion ("Grantee") located at 102 W Austin, Room 205 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 \$ 1302.96, to be disbursed to Grantee for the purposes of funding a Rural Constable's Office Salary Assistance Grant FY25, 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 Constable's Office Salary Assistance Grant FY25 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, 2025, 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.** Grant funds may only be used:

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), each deputy sheriff that meets the definition in 34 TAC §16.300(4), and each county jailer that meets the definition in 34 TAC §16.300(2) 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.** Grant funds may only be used to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)).

- B. **Contribution Requirement.** 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.

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

- A. **Authorized Uses.** Grant funds may only be used:

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;

626

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. **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.
- H. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Article IX. Certifications, Representations, and Warranties

By signing the Agreement, Grantee certifies its compliance with the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.
- B. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.

628

- C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
- F. **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.
- 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. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- I. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- J. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.

Article X. 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: Marion
 102 W Austin, Room 205 Jefferson Texas 75657

Contact Person: Leward J LaFleur
 County Judge
 leward.lafleur@co.marion.tx.us
 9036653691

Article XI. 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

Marion

BY _____

BY _____

Lisa Craven
 Deputy Comptroller

Leward J LaFleur
 County Judge

DATE _____

DATE 1/3/2025 | 10:20 AM CST



IRS increases the standard mileage rate for business use in 2025; key rate increases 3 cents to **70 cents** per mile

IR-2024-312, Dec. 19, 2024

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for automobiles driven for business will increase by 3 cents in 2025, while the mileage rates for vehicles used for other purposes will remain unchanged from 2024.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable and medical purposes, as well as for active-duty members of the Armed Forces who are moving.

Beginning Jan. 1, 2025, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 70 cents per mile driven for business use, up 3 cents from 2024.
- 21 cents per mile driven for medical purposes, the same as in 2024.
- 21 cents per mile driven for moving purposes for qualified active-duty members of the Armed Forces, unchanged from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2024.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

While the mileage rate for charitable use is set by statute, the mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes, meanwhile, is based on only the variable costs from the annual study.

Under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. And only taxpayers who are members of the military on active duty may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

Taxpayers using the standard mileage rate for a vehicle they own and use for business must choose to use the rate in the first year the automobile is available for business use. Then, in later years, they can choose to use the standard mileage rate or actual expenses.

For a leased vehicle, taxpayers using the standard mileage rate must employ that method for the entire lease period, including renewals.

Notice 2025-5 [PDF](#) contains the optional 2025 standard mileage rates, as well as the maximum automobile cost used to calculate mileage reimbursement allowances under a fixed-and variable rate (FAVR) plan. The notice also provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in 2025 for which employers may calculate mileage allowances using a cents-per-mile valuation rule or the fleet-average-valuation rule.

Marion County Salary Ranges

Budget - Fiscal 2025

Department	Minimum	Maximum	<u>SB22 Salary Supplement</u>
Administration Office:			
Administrative Assistant	\$32,321	\$34,321	
County Clerk:			
Chief Deputy	\$32,321	\$34,321	
Clerk	\$30,546	\$32,546	
Clerk	\$30,546	\$32,546	
Max			\$99,413
District Clerk:			
Chief Deputy	\$32,321	\$34,321	
Clerk	\$30,546	\$32,546	
Max			\$66,867
Justice of the Peace Clerk	\$32,321	\$34,321	
County Attorney:			
Clerk - VOCC	\$30,546	\$32,546	6500
Assistant District Attorney	\$36,222	\$38,222	14778
Max			\$70,768
Victim of Crime Coordinator			6500
Investigator			54000
Tax Office:			
Chief Deputy	\$32,321	\$34,321	
Clerk	\$30,546	\$32,546	
Clerk	\$30,546	\$32,546	
Clerk	\$30,546	\$32,546	
Max			\$131,959
Sheriff:			
Administrative Assistant	33321	35321	
Chief Deputy	49513	51513	5487
Investigator	47430	49430	4570
Sergeant	46821	48821	3000
Deputy Sheriff	42155	44155	2845
Deputy Sheriff	42155	44155	2845
Deputy Sheriff	42155	44155	2845
Deputy Sheriff	42155	44155	2845
Deputy Sheriff	42155	44155	2845
Deputy Sheriff	42155	44155	2845
Captain - Jail Administrator	36899	38899	6601
Dispatcher-Jailer	35166	37166	4834
Dispatcher-Jailer	35166	37166	4834
Dispatcher-Jailer	35166	37166	4834
Dispatcher-Jailer	35166	37166	4834
Dispatcher-Jailer	35166	37166	4834
Dispatcher-Jailer	35166	37166	4834
Dispatcher - Jailer	35166	37166	4834
Dispatcher - Jailer	35166	37166	4834
Dispatcher - Jailer	35166	37166	4834
Dispatcher - Jailer	35166	37166	4834
Dispatcher - Jailer	35166	37166	4834
Max			\$897,740

Department	Minimum	Maximum	
Courthouse Security			
Deputy	36100	38100	8900

R&B #1			
FLOATING OPERATOR	\$35,709	\$37,709	
Operator	\$35,709	\$37,709	
Truck Driver	\$34,564	\$36,564	
General Laborer	\$32,564	\$34,564	
			\$146,546

R&B #2			
Operator	\$35,709	\$37,709	
Truck Driver	\$34,564	\$36,564	
General Laborer	\$32,564	\$34,564	
Max			\$108,837

R&B #3			
Operator	\$35,709	\$37,709	
Truck Driver	\$34,564	\$36,564	
General Laborer	\$32,564	\$34,564	
Max			\$108,837

R&B #4			
Operator	\$35,709	\$37,709	
Truck Driver	\$34,564	\$36,564	
General Laborer	\$32,564	\$34,564	
Max			\$108,837

Sanitation	\$15.00 (624 hours)	(672) hours	pct 2
Sanitation	\$9,360.00	\$10,080.00	

Anywhere between minimum wage (\$7.25) and below:

Part-time Motorgrader Operator	\$21.00
Temporary & Part-time r/b employee (CDL DRIVER)	\$18.00
Part-Time Road & Bridge Operator	\$15.50
Part-time Road & Bridge Truck Driver - (non-CDL Driver)	\$14.50
Part-Time Clerical	\$14.50
Part-Time Treasurer Clerk _ Any previous Retired Elected Official	\$16.00
Part Time Deputy Sheriff	\$15.50
Part-Time - Jailer - Dispatch - Bailiff	\$14.50
Election workers	\$13.00
election Judges	\$14.00

Exhibit "E"

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
General				
County Judge	10.501.4278	employee benefits	600	
	10.501.4298	official benefits	1000	
	10.501.4301	supplies	2000	
	10.503.4106	salary extra help - c clerk		3600
			3600	3600
County clerk	10.503.4107	overtime		1300
	10.503.4298	official benefits	1000	
	10.503.4428	porbate school	300	
			1300	1300
District Clerk	10.505.4298	official benefits	1000	
	10.505.4301	supplies	4000	
	10.505.4426	travel	100	
	10.505.4452	maintenance		5100
			5100	5100
District court	10.507.4278	ct rpt benefits		2000
	10.507.4110	ct rpt salary	2000	
	10.507.4411	public defender	8000	
	10.507.4414	civil attny fees		8000
	10.507.4416	forensic/evals	250	
	10.507.4426	travel		250
			10250	10250
JP1	10.509.4278	employee benefits	1000	
	10.509.4278	official benefits	2000	
	10.509.4452	maintenance		3000
			3000	3000
Jp 2	10.511.4298	official benefits	1000	
	10.511.4452	maintenance		1000
County Attorney	10.517.4101	official salary		9000
	10.517.4102	employee salary	9000	
	10.517.4103	cola stipend		1250
	10.517.4106	extra help	1000	
	10.517.4107	overtime		350
	10.517.4278	employee benefit	2500	
	10.517.4298	official benefit	1000	
	10.517.4444	bonds		200
	10.517.4331	uniforms	700	
	10.517.4351	fuel	2100	
	10.517.4420	telephone	500	
	10.517.4452	maintenance		13000
	10.517.4581	capital outlay	7000	
			23800	23800
County Auditor	10.519.4426	travel	500	
	10.519.4572	maintenance	1500	
	10.503.4301	c.clerk supplies		2000
			2000	2000

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
County Treasurer	10.521.4106	extra help		2000
	10.521.4301	supplies	3000	
	10.521.4298	official benefits	1000	
	10.521.4426	travel		2000
			4000	4000
Tax Office	10.523.4102	employee salary		2000
	10.523.4103	cola stipend		2500
	10.523.4106	extra help	7000	
	10.523.4107	overtime	6500	
	10.523.4298	official benefits	600	
	10.523.4301	supplies	3715	
	10.523.4444	bonds		3500
	10.523.4452	maintenance	1000	
	10.523.4581	outlay		715
	10.505.4452	d.clerk maintenance		10100
			18815	18815
maintenance	10.525.4301	maintenance	20000	
	10.525.4303	ch maintenance		20000
	10.525.4440	utilities	8000	
	10.525.4581	capital outlay		8000
			28000	28000
Constable 1	10.527.4101	salary	1500	
	10.527.4298	official benefits	1000	
	10.527.4301	supplies	800	
	10.527.4331	uniforms	700	
	10.527.4351	fuel		4000
			4000	4000
Constable 2	10.529.4101	salary	8500	
	10.529.4298	benefits	2800	
	10.529.4351	fuel		2000
	10.529.4371	auto maint	1000	
	10.505.4452	d clerk maintenance		10300
			12300	12300
sheriff	10.535.4101	salary official	50	
	10.535.4102	employee salary		48000
	10.535.4103	cola stipend		12500
	10.535.4106	extra help	5000	
	10.535.4107	overtime	65000	
	10.535.4108	holiday	15000	
	10.535.4278	employee benefits		2000
	10.535.4298	official benefits	1000	
	10.535.4336	inmate feeding	6000	
	10.535.4337	inmate medical	30000	
	10.535.4338	prisoner care		26000
	10.535.4351	fuel	3000	
	10.535.4371	auto maint	2000	
	10.535.4434	employee ins		8000
	10.535.4439	auto maint	500	
	10.535.4453	911 maint	550	
	10.535.4581	capital outlay	2600	
	10.525.4581	maintenance cap outlay		20000
	10.503.4452	c clerk maintenance		14200
			130700	130700

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Solid Waste 1	10.537.4102	salary employees	1000	
	10.537.4348	maintenance	30000	
	10.503.4452	c clerk maintenance		4365
	10.505.4452	d clerk maintenance		7000
	10.507.4414	civil attny fees		10135
	10.503.4103	c clerk cola stipend		1250
	10.505.4103	d clerk cola stipend		1250
	10.505.4452	d clerk maintenance		4000
	10.541.4348	sw 3 maintenance		3000
			31000	31000
Solid Waste 2	10.539.4102	employee salary	500	
	10.541.4348	sw3 maintenance		500
VSO	10.551.4301	supplies	200	
	10.551.4426	travel		200
Election	10.671.4106	extra help	17000	
	10.671.4301	supplies	4200	
	10.671.4426	election seminar	2700	
	10.671.4452	maintenance		2400
	10.671.4462	publications		1000
	10.671.4463	judge/clerks		11000
	10.671.4581	capital outlay		1100
	10.505.4102	d clerk employees		8400
			23900	23900
Insurance	10.677.4435	kellyville	750	
	10.677.4436	annex	7000	
	10.677.4437	courthouse	7200	
	10.677.4438	general liab		4000
	10.677.4445	pol official liab		2000
	10.503.4106	c clerk extra help		8950
			14950	14950
Radio Tower	10.683.4348	maintenance	250	
	10.671.4461	election rent		250
transfer	10.503.4408	c clerk data processing		2000
	10.780.4732	transfer to law library	5000	
	10.511.4452	jp 2 maintenance		2000
	10.525.4304	courthouse landscape		1000
			5000	5000
	10.507.4302	276th supplies		2000
	10.780.4737	transfer to kelly park	2000	

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Special District Sales Tax				
Sheriff	12.535.4422	communications		23000
	12.535.4581	capital outlay	23000	
RB1	12.621.4341	road oil	7100	
	12.621.4348	equip operation	29100	
	12.621.4581	capita outlay		36200
			36200	36200
RB2	12.622.4341	road oil		7000
	12.622.4348	equip operation	10000	
	12.622.4581	capital outlay	6500	
	12.621.4581	rb1 cap outlay		9500
			16500	16500
RB3	12.623.4348	equip operation	33600	
	12.623.4581	capital outlay		20000
	12.623.4341	road oil		13600
			33600	33600
ROAD & BRIDGE				
RB1	15.621.4102	salary employees		36000
	15.621.4106	extra help	15000	
	15.621.4278	employee benefits		17000
	15.621.4420	telephone	500	
	15.621.4301	supplies	84000	
	15.623.4301	rb3 supplies		46500
			99500	99500
RB2	15.621.4102	salary employees		12000
	15.621.4106	extra help	8000	
	15.622.4278	employee benefits		7000
	15.622.4298	official benefits	3800	
	15.622.4426	travel	1000	
	15.622.4301	supplies	6200	
			19000	19000
RB3	15.623.4102	salary employees		15000
	15.623.4106	extra help	6000	
	15.623.4278	employee benefits		6000
	15.623.4298	official benefits		9000
	15.623.4426	travel	1400	
	15.623.4103	cola stipend		2000
	15.780.4726	transfer to Self Ins	24600	
			32000	32000
RB4	15.624.4106	extra help	10000	
	15.624.4102	employee salary		30000
	15.624.4278	employee benefit		12000
	15.624.4298	official benefit	2000	
	15.624.4426	travel	1000	
	15.624.4581	capital outlay	16500	
	15.780.4726	transfer to Self Ins	12500	
			42000	42000
Self Insurance	26.621.4499		9000	
	26.624.4499			9000

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
ARP	33.695.4478	beneficiaries	100800	
	33.695.4492	kellyville roof	135678	
	33.695.4522	pct equipment	391000	
	33.695.4687	annex elevator	7154	
	33.695.4688	jail elevator	500	
	33.695.4684	jail/annex remodel		627478
	33.695.4685	engineering		7654
			635132	635132
Technology Fund	34.501.4301	judge supplies	405	
	34.501.4581	judge outlay		17650
	34.503.4301	c clerk supplies	285	
	34.505.4301	d clerk supplies	840	
	34.509.4301	jp 1 supplies	1145	
	34.511.4301	jp 2 supplies	200	
	34.517.4301	da supplies	488	
	34.521.4301	treas supplies	150	
	34.523.4301	tax supplies	1220	
	34.527.4301	const 1 supplies	435	
	34.535.4301	sheriff supplies	8500	
	34.535.4452	sheriff maintenance	516	
	34.535.4581	sheriff outlay	450	
	34.551.4301	vso supplies	150	
	34.551.4581	vso outlay	250	
	34.669.4301	data processing supply	1000	
	34.669.4420	telephone	734	
	34.669.4581	outlay	4432	
	34.521.4581	treas outlay		3550
			21200	21200
kelly park	37.525.4301	supplies		4000
	37.525.4440	utilities		2000
	37.695.4531	baseball park utilities	6000	
			6000	6000
Airport	39.683.4348	maint	31000	
	39.683.4351	fuel		19860
	39.683.4420	telephone	60	
	39.683.4433	insurance	300	
	39.683.4581	outlay		11500
			31360	31360

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Lake Patrol	41.535.4102	employee salary		11100
	41.535.4106	extra help	500	
	41.535.4107	overtime	10600	
			<u>11100</u>	<u>11100</u>
OPIOD	44.695.4407	prevention program	6000	
	44.695.4485	naloxone		6000
SB22	49.517.4102	da employee salary	14778	
	49.517.4109	assistant da		14778
	49.535.4102	sheriff employees		30000
	49.535.4278	sheriff employee benefit		17084
	49.535.4301	sheriff supplies		10916
	49.535.4581	sheriff outlay	58000	
			<u>72778</u>	<u>72778</u>
Security Fund	51.695.4278	employee benefits	1200	
	51.695.4420	phone		600
	51.695.4499	misc		600
LATCF	83.517.4581	da outlay	48215	
	83.535.4684	jail/annex remodel		70304
	83.525.4301	equipment	2600	
	83.525.4352	installation	19489	
			<u>70304</u>	<u>70304</u>

Marion County
12/31/2024
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Year End Amendments to Balance Budget			CR	DR
Solid Waste 2				
	10.539.4348	maintenance	37000	
	10.000.2861	appropriations		37000
			<u>2483398</u>	<u>37000</u>
non-departmental	10.330.3334	state funds - capital credits		9510.65
	10.695.4492	economic development	9510.65	
non-departmental	10.695.4406	appraisal district	14500	
	10.695.4409	audit	500	
	10.695.4478	FOJA	5000	
	10.695.4485	emergency mgmt	4500	
	10.695.4486	victim of crime	2600	
	10.695.4487	health deductibe	7000	
	10.695.4488	ETEDD	5500	
	10.695.4492	Economic Development	5490	
	10.695.4498	autopsies	15000	
	10.695.4499	miscellaneous	4500	
	10.000.2861	appropriations		64590
			<u>64590</u>	<u>64590</u>
Kelly Park				
	37.390.3910	transfer from general	2000	
	37.695.4499	misc	2000	
Law Library				
	32.695.4499	misc	5000	
	32.390.3910	transfer from general	5000	

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

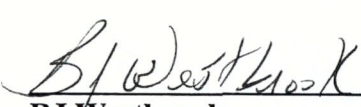
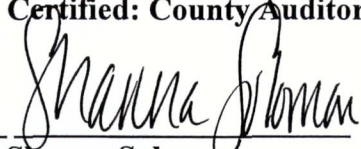
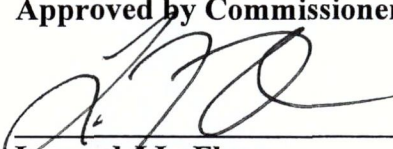
REQUESTED EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
10.535.4371 Sheriff Auto Maint		\$35,055.98	\$ 1,108.80	\$36,164.78
10.535.4371 Sheriff Auto Maint		\$36,164.78	\$ 4,022.52	\$40,187.30

STATEMENT OF NEED:

Insurance funds 2011 Sheriff Tahoe and 2016 Lexus involved in Wreck in Parking Lot at
Courthouse – Claim AL20241965

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: 12-30-24 Date: 12-30-2024 Date: 12-30-24

December 30, 2024

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.

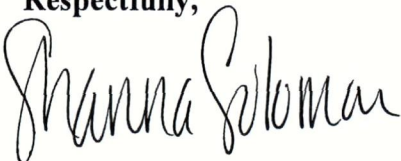
The amount and source of the certified additional funds are as follows-

Amount: \$1,108.80
Amount: \$4,022.52

Source: 10.360.3899
Source: 10.360.3899

(Insurance proceeds from parking lot accident – 2011 Sheriff Dept Tahoe and 2016 Lexus)

Respectfully,



Shanna Solomon
Marion County Auditor

CHANGE ORDER
FOR
KELLYVILLE COMMUNITY CENTER - BUILDING IMPROVEMENTS

CITY OF JEFFERSON, MARION COUNTY, TEXAS

PREPARED BY:
WOOD ENGINEERING
1616 JUSDON ROAD, SUITE 6-L
LONGVIEW, TEXAS 75601
TEL: 903-234-1118
dbwood7@netscape.net

STRUCTURAL									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	ADJUSTED UNIT PRICE	ADJUSTED QUANTITY	ADJUSTED TOTAL PRICE	AMOUNT INCREASE/DECREASE
1	1	EA	Building Improvements - Base Bid	\$ 239,522.00	\$ 239,522.00	\$ -	1	\$ 239,522.00	\$ -
ADD	0	LS	Miscellaneous Construction Allowance	\$ -	\$ -	\$ 11,478.00	1	\$ 11,478.00	\$ 11,478.00
FOURTEENTH STREET TOTAL				\$ 239,522.00	\$ 239,522.00	\$ 251,000.00		\$ 251,000.00	\$ 11,478.00

Grand Total Amount Bid	\$ 239,522.00
Adjusted Grand Total	\$ 251,000.00
Total Increase	\$ 11,478.00
Total Decrease	\$ -
Total Contract Price Changes	\$ 11,478.00
Original Contract Total Bid	\$ 239,522.00
Current Adjusted Project Contract Total	\$ 251,000.00
Total In Contract Total	NET INCREASE \$ 11,478.00
Effective Contract Total Per Change Order	NET INCREASE \$ 251,000.00



David B. Wood, PE, PLS

Wood Engineering Company
Longview, Texas

12-23-2024

Date

[Signature]

Noble Construction Management
Longview, Texas

12/23/2024

Date

[Signature]

Honorable Judge LeFlaur
Marlon County, Texas

12/23/2024

Date

Approved by (Owner)

Accepted by (Contractor)

Recommended by the Project Engineer

Exhibit "H"

645

CHANGE ORDER #1
FOR
KELLYVILLE COMMUNITY CENTER - ROOF IMPROVEMENTS

CITY OF JEFFERSON, MARION COUNTY, TEXAS

PREPARED BY:
WOOD ENGINEERING
1616 JUSDON ROAD, SUITE 6-L
LONGVIEW, TEXAS 75601
TEL: 903-234-1118
dbwood7@netscape.net
Job No. WEC 24-06017

Structural						ADJUSTED	ADJUSTED	ADJUSTED	AMOUNT	AMOUNT
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	QUANTITY	TOTAL PRICE	INCREASE	DECREASE
1	3	EA	Remove and dispose of skylights and replace with 24 gauge R panel	\$ 450.00	\$ 1,350.00	\$ -	3	\$ 1,350.00	\$ -	\$ -
2	2	EA	Remove and dispose of fiberglass panels and replace with 24 gauge R panel	\$ 450.00	\$ 900.00	\$ -	2	\$ 900.00	\$ -	\$ -
3	10660	SQ FT	F&I 1.5" ISO as metal flute filler	\$ 2.00	\$ 21,320.00	\$ -	10660	\$ 21,320.00	\$ -	\$ -
4	10660	SQ FT	F&I 1" ISO to recover smooth surface	\$ 1.50	\$ 15,990.00	\$ -	10660	\$ 15,990.00	\$ -	\$ -
5	10660	SQFT	F&I 60 Mil GAF TPO Everguard per manufacturers specifications	\$ 3.30	\$ 35,178.00	\$ -	10660	\$ 35,178.00	\$ -	\$ -
6	690	LF	Install wood nailer around outside perimeter	\$ 2.00	\$ 1,380.00	\$ -	690	\$ 1,380.00	\$ -	\$ -
7	690	LF	Finish perimeter with white TPO coated metal for fully welded perimeter	\$ 10.00	\$ 6,900.00	\$ -	690	\$ 6,900.00	\$ -	\$ -
8	240	LF	F&I 2x6 wood nailer around base of upper wall to receive TPO	\$ 8.00	\$ 1,920.00	\$ -	240	\$ 1,920.00	\$ -	\$ -
9	250	LF	Remove and dispose of existing gutters and replace with new gutters	\$ 15.00	\$ 3,750.00	\$ -	250	\$ 3,750.00	\$ -	\$ -
10	120	LF	Remove and dispose of existing downspouts and replace with new downspouts	\$ 15.00	\$ 1,800.00	\$ -	120	\$ 1,800.00	\$ -	\$ -
11	10660	SQ FT	F&I 1/2" DensDeck over ISO surface	\$ 1.50	\$ 15,990.00	\$ -	10660	\$ 15,990.00	\$ -	\$ -
ADD	0	LS	Remove and seal existing windows on roof.	\$ 9,000.00	\$ -	\$ -	1	\$ 9,000.00	\$ 9,000.00	\$ -

FOURTEENTH STREET TOTAL		\$ 106,478.00		\$ 115,478.00	\$ 9,000.00	\$ -
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Miscellaneous						ADJUSTED	ADJUSTED	ADJUSTED	AMOUNT	AMOUNT
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	QUANTITY	TOTAL PRICE	INCREASE	DECREASE
1	1	LS	Miscellaneous Construction Allowance	\$ 15,000.00	\$ 15,000.00	0	0	\$ -	\$ -	\$ 15,000.00
2	1	LS	F&I Traffic safety	\$ 1,000.00	\$ 1,000.00	0	1	\$ 1,000.00	\$ -	\$ -
3	1	LS	Manufacturer 20 year NDL Warranty	\$ 1,200.00	\$ 1,200.00	0	1	\$ 1,200.00	\$ -	\$ -
4	1	LS	Bonding and mobilization at 5% Bid Proposal	\$ 18,000.00	\$ 18,000.00	0	1	\$ 18,000.00	\$ -	\$ -
MISCELLANEOUS TOTAL					\$ 35,200.00			\$ 20,200.00	\$ -	\$ 15,000.00

Grand Total Amount Bid	\$ 141,678.00	
Adjusted Grand Total		\$ 135,678.00
Total Increase		\$ 9,000.00
Total Decrease		\$ 15,000.00
Total Contract Price Changes		\$ (6,000.00)
Original Contract Total Bid		\$ 141,678.00
Current Adjusted Project Contract Total		\$ 135,678.00
Change In Contract Total	NET DECREASE	\$ 6,000.00
Effective Contract Total Per Change Order	NET DECREASE	\$ 135,678.00

Recommended by the Project Engineer

David B. Wood, PE, RPLS
Wood Engineering Company
Longview, Texas

12-19-2024

Date

Accepted by (Contractor)

[Signature]
Clean Cut General Contractor, LLC
White Oak, Texas

12-19-2024

Date

Approved by (Owner)



[Signature]
Honorable Judge LeFlaur
Marion County, Texas

12-30-24

Date