102 West Austin Street, Suite 205 Jefferson, Texas 75657



FILED FOR RECORD

25 MAY 22 PM 1: 11

(903) 665-3261 Fax (903) 665-8732

Hon. Leward J. LaFleur

Commissioner J.R. Ashley Commissioner Ralph Meisenheimer

Marion County Judge

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 27th May, 2025 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 12, 2025
 - 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. Consider approval of bonds: Rebecca Durden, Deputy District Clerk; Toni Woods, **Deputy District Clerk**
 - e. County Auditor to make financial report
- 2. Pathway Power to present proposed project, Greenridge.
- 3. Consider for approval awards of Road and Bridge Supplies and Fuel.
- 4. Consider for approval Marion County Pauper Cremation Policy.
- 5. Consider for approval quote proposal for Detention Lock Services for the Marion County Jail and authorize County Judge and Sheriff to sign contract.
- 6. Consider for approval FULL bids for property struck off to Marion County presented by Tax Assessor-Collector and Linebarger.
- 7. Consider for approval Resolution adopting the updated FEMA 2024 Muliti-Jurisdiction Hazard Mitigation Plan

Leward J. LaFleur

County Judge

Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MAY 27, 2025

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on May 27, 2025. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1 JACOB PATTISON, COMMISSIONER, PRECINCT #2 PAUL D. WEBB, COMMISSIONER, PRECINCT # 3 GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MAY 12, 2025
- 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. <u>ORDER TO APPROVE BONDS: REBECCA DURDEN, DEPUTY DISTRICT CLERK;</u> <u>TONI WOODS, DEPUTY DISTRICT CLERK</u>
- e. 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

PATHWAY POWER TO PRESENT PROPOSED PROJECT, GREENRIDGE.

No Action Taken Presentation Only

See Exhibit "A" attached

ITEM NO. 3

ORDER TO EXCEPT ALL BIDS WITH THE EXCEPTION OF DIAL LUBRICANTS FUEL BIDS.

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

See Exhibit "B" attached

ITEM NO. 4

ORDER TO APPROVE MARION COUNTY PAUPER CREMATION POLICY.

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

See Exhibit "C" attached

ITEM NO. 5

ORDER TO APPROVE QUOTE PROPOSAL FOR DETENTION LOCK SERVICES FOR THE MARION COUNTY JAIL AND AUTHORIZE COUNTY JUDGE AND SHERIFF TO SIGN CONTRACT FOR THE 2 YEAR AGREEMENT.

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

See Exhibit "D" attached

ITEM NO. 6

ORDER TO ACCEPT FULL BIDS FOR PROPERTY STRUCK OFF BEING T01706 – PARCEL 18137 LOT 7 BLOCK 10 ALLEY ADDITION WHERE THEY DID RECEIVE THAT FULL BID BY SAMMIE P. JENKINS IN THE AMOUNT OF \$4,075.99.

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

ORDER TO RECEIVE A FULL BID FROM MIKHAIL VANDER HOOF IN THE AMOUNT OF \$1,000.00 ON THE PROPERTY T01283.

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

See Exhibit "E" attached

<u>ITEM NO. 7</u>

ORDER TO APPROVE RESOLUTION ADOPTING THE UPDATED FEMA 2024 MULITI-JURISDICTION HAZARD MITIGATION PLAN.

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

See Exhibit "F" attached See folder for Mitigation Plan

ORDER TO ADJOURN

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:53 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

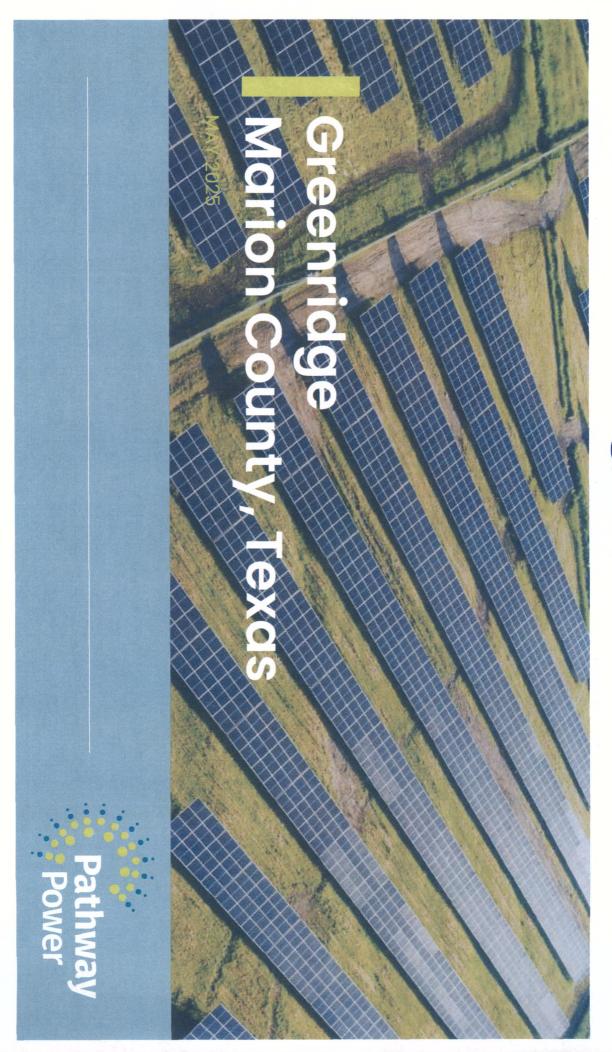
I attest to the accuracy of the foregoing minutes.

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

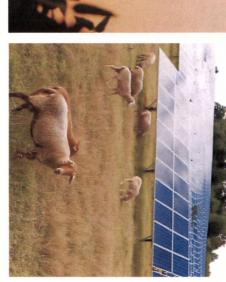
Exhibit "A"



American Energy Independence









Pathway Power is a group of experienced, passionate people working to help secure our energy independence through more reliable, clean energy generation solutions throughout the United States while helping communities, businesses and landowners along the way.

Our Mission

We work with communities, like Marion County, to develop best-in-class energy projects, from design to operation through a collaborative and long-term partnership helping to build our national security and provide homegrown energy.

www.pathway-power.com

Why Solar and Storage?



- Solar power is known as a "peaking resource" the largest amount of energy is produced when the sun is at its highest point and user demand is at the greatest amount
- Energy storage projects make the electrical grid more reliable

The system will be able to charge from the electrical grid or from the solar panels

 The electricity can be saved and used at a later time when the energy is most needed, increasing energy security and limiting power outages

approach towards energy independence and grid reliability. These solutions work alongside oil, gas and nuclear to provide an all-of-the-above

Proposed Project Details



Name:

Greenridge Energy LLC

Technology:

Photovoltaic (PV) and Battery Energy Storage Systems (BESS)

Power Generating Size:

150 MWac (PV) & 150 MWac (BESS)

Land:

Privately owned by two (2) local landowners

Existing Land use:

Partial unused pasture, partial timberland



Proposed Project Site Location

The proposed project details are subject to change as the project is still in active development

Land Use: Economic Activity

Existing Economic Activity:

Only 30% is active timber operations

- Local timber crews
- Revenue for local landowner
- Smaller tax revenue for the County

70% is unused land: no pasture, agricultural operations or timber

- No local crews
- No revenue for local landowner
- Only base property taxes are paid

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Increased Economic Activity:

- Timber activities for pre-construction
- Local construction crews
- Local road enhancements
- Additional community benefits plan
- Larger revenue for local landowners
- Large tax revenues that currently the majority of land is not providing
- Ongoing jobs for maintenance and operations
- Construction for decommissioning after 30-40 year project lifespan



Examples of Local Benefits Opportunities





Tax Revenues



Revenue for

participating

landowners

Local Road **Improvements**



Renewable Energy Educational Program



Enhancements

Park and School



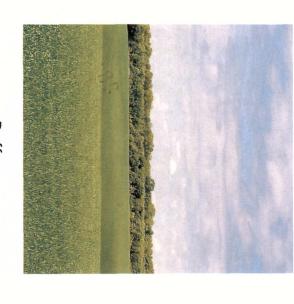






Construction Jobs

Design & Engineering



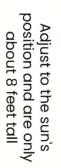
Buffers

Existing trees will be maintained as landscape buffers between the project and neighbors as necessary to

minimize views



Single Access Tracker





Agricultural Design Profile

Engineered to work with the land

Operations & Removal

Pathway Power



24/7 Monitoring Maintenance &

Optimal practices for maximizing production and grid reliability



Dual Land Use Opportunities

Mowing, pollinators, sheep



Decommissioning Removal /

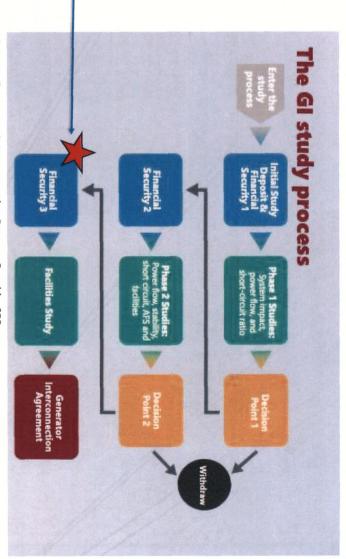
After project removal, site could be transitioned to farming, silvicultural, etc.

Interconnection Process



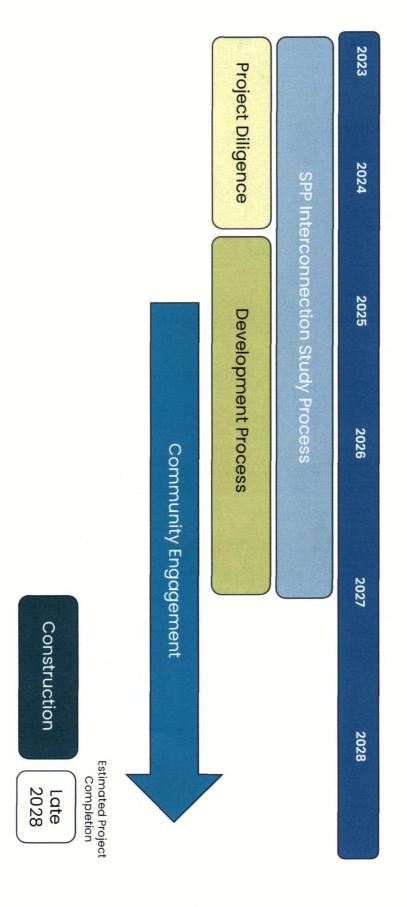
Southwestern Power Pool (SPP)

- SPP facilitates a wholesale power market and manages the transmission across 17 states.
- New generation (including the Greenridge project) can only connect to the region's existing transmission system once the project has been studies and approved by SPP.
- Greenridge has passed Decision Point 2 and is in the final phases of the GI Study process



Source: Generator Interconnection Process Graphic. SPP.org

Timeline





Next Steps

Q2 - Q4 2025

- Meet with surrounding neighbors
- Additional land studies & engineering work
- Periodic project updates to County officials
- Continue to work with SPP and SWEPCO with the interconnection process

Questions?

Thank you for your time



Contact Information

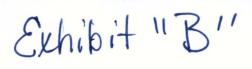
Carly Keatts

Director of Development

Carly@pathway-power.com 614.578.2474







2025 Road Supply Bid List

Company	Product	Price	Delivered	Pickup
Bryan & Bryan	Cracked Fuel Oil	682.00/TO	n 682.00/	Ton
			7	
Longview Asphalt Inc.	Hot Mix	115.00/Ton	130.00/1	on
	Cold Mix	107.00/TON	122.00	Ton
	Oil Sand	95.00 /Ton	110.00/7	īn
		10 1100	7,	7
Seaton Construction	Flexbase Iron Ore	per cubic yard	delivery	
Geatori Constituction	pct 1	20.00	27.70	
	pct 2	20.00	34.70	
	pct 3	20.00	36.10	
	pct 4	20.00	32.60	
	pct 4	40.00	32.00	
Blazer Resources				
Nash Trucking				
Chambers Construction	Sand	10.00/yan	1200.00-30	00
			Per load	1
ALL Town Oil On Town		Dook Price	Morgin	Total
ArklaTex Oil Co - Fuel	Discal duad	Rack Price	Margin	
	Diesel-dyed	2.1977	.12	2.3177
	Diesel - clear	2.1913	.12	2.5113
	unleaded	2.0182	. 12	2.3388
				Tabal
Dial Lubricants		Rack Price	Margin	Total
formerly WOI	Diesel-dyed	2.311047		2.5182
	Diesel - clear	2.303047		2.95420
	unleaded	2.106209	.00719.3	2 69740



8621 FM 2276 North Henderson, TX 75652-4002

April 28, 2025

Marion County Judge 102 W Austin Room 205 Jefferson, Tx 75657

Dear County Commissioners

We submit our bid for your Road Oil requirements (to meet specifications of Texas Cracked Fuel Oil).

Road Oil Bid Price \$ 682.00/Ton Delivered to any point in Marion Co.

- Attached: A copy of our agreement with our supplier, Trinity Asphalt, Henderson Texas for the purchase of refined road oil.
- This bid is based on current posted prices, any increase or decrease in posted price shall be passed along to the County.

Thank You,

Tim Brittain

Bid Notice

In accordance with Sections 262.021 through 262.037, inclusive, of Vernon's Texas Codes Annotated Local Government Code, the County of Marion, State of Texas, hereby gives public notice of its intent to seek bids.

Sealed bids are to be received in the Office of the County Judge, 102 W Austin, Room 205, Jefferson, TX 75657, by 9:00 a.m. Tuesday, May 27, 2025. Clearly mark bids 'road supplies'. Bids will be opened at 9:00 a.m.

The items to be bid are as follows: recycled road topping, sand, clay, gravel – including contract gravel delivery, pre-mixed oil dirt, road oil, on-road and off-road diesel, and unleaded gasoline.

The specifications for same may be obtained in the Office of the County Auditor during normal office hours. The methods of payment and bond requirements are to be in accordance with the terms stated in the general specifications.

By: Shanna Solomon Marion County Auditor



Trinity Asphalt, Ltd.

P.O. Box 23028 Jackson, MS 39225-3028

January 6, 2025

Bryan & Bryan Asphalt Road Oil, LTD 8621 FM 2276 North Henderson, TX 75652-4002

Our Company agrees to furnish Bryan & Bryan Asphalt with road oil (cracked fuel oil) meeting the State Department of Highways 1993 standard specification item #300. This material will be kept in stock, on test, hot and ready to load at all times.

We Look forward to serving you in 2025.

Sincerely,

Larry Tomkins

Larry Tomkins Senior Vice President Sales & Marketing Trinity Asphalt, Ltd **Chambers Construction LLC**

179 W Prospect Rd Jefferson, TX 75657-7631 US 9032403020 tymaster1@att.net

Estimate

ADDRESS

COUNTY OF MARION
MARION COUNTY PCTS 1-4
BID-ROAD SUPPLIES
119 W. LAFAYETTE ST.
SUITE 1
JEFFERSON, TX 75657

RECEIVED

MAY 19 2025

MARION COUNTY JUDGE

ESTIMATE # 1003 DATE 05/07/2025

RATE

0.00

QTY

1

DATE

SERVICE

BID

DESCRIPTION

ROAD SUPPLIES-SAND

SUPPLY SAND FOR MIXING

OIL DIRT.

UNIT PRICE FOR SAND-

\$10/YARD

OIL DIRT CAN BE LEFT

ONSITE AND PICKED UP BY EACH PRECINCT AS NEEDED, OR I CAN DELIVER MATERIAL TO EACH PRECINCT FOR \$200-\$300 A LOAD FOR

TRUCKING, DEPENDING ON

DISTANCE OF HAUL.

TOTAL

\$0.00

AMOUNT

0.00

Accepted By

Accepted Date



May 27, 2025

Re: MARION COUNTY

Annual Maintenance Materials Bid – Hot Mix, Cold Mix, Oil Dirt 2025

MARION COUNTY COMMISSIONERS COURT Shanna Solomon, County Auditor Office of County Auditor 102 W. Austin Rm 102 Jefferson, Texas 75657

Dear Ms. Solomon:

Longview Asphalt, Inc. is pleased to submit the following bids for the 2025 maintenance materials for Marion County:

Hot Mix – FOB LAI Plant @ Marshall Hot Mix – Delivered to Marion Co.	\$115.00/ton \$130.00/ton
Cold Mix – FOB LAI Plant @ Longview Cold Mix – Delivered to Marion Co.	\$107.00/ton \$122.00/ton
Oil Sand – FOB LAI Plant @ Longview Oil Sand – Delivered to Marion Co.	\$95.00/ton \$110.00/ton

The above unit prices are subject to change with a 30-day written notice form Longview Asphalt. This is due to the instability of the liquid asphalt prices and our inability to secure firm quotes for liquid asphalt for the year 2025.

Sincerely

Longview Asphalt, Inc.

/

PROPOSAL

SEATON CONSTRUCTION, INC.

P.O. BOX 116

COOKVILLE, TEXAS 75558-0116

PH:

EMAIL: seatonconstructionmp@gmail.com

TO:

MARION COUNTY AUDITOR

102 WEST AUSTIN

ROOM 205

JEFFERSON, TEXAS 75657

27-May-25

LIMIT

PRODUCT:

LOCATION

FLEXBASE-CRUSHED IRON ORE

LOCATIO	<u>on</u>	PRICE	UNII
	Picked up		
<u>Pit</u>	Hughes Springs Tx	\$20.00	Cubic Yard
	Deliverd		
PCT # 1	FM 729 @ CRESTWOOK CRESTWOOD	\$27.70	cubic yard
PCT # 2	59 NORTH FM 1324	\$34.70	cubic yard
PCT # 3	HWY 49 EAST & HWY 43	\$36.10	cubic yard
PCT # 4	FM 729	\$32.60	cubic yard

Prices V VALID: MAY 31, 2024 THUR MAY 31, 2025

Roadway Delivery Will Be Charged At \$.35 Per Mile (+) \$20.00 Per Cubic Yard

THANK YOU. WE APPRECIATE YOUR BUSINESS.

JEFF SEATON PRESIDENT Jeff Seel

Arklatex Oil Company 2460 US Hwy 259 N Daingerfield, TX 75638

Bid Notice

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The items to be bid are as follows: recycled road topping, sand, clay, gravel – including contract gravel delivery, pre-mixed oil dirt, road oil, on-road and off-road diesel, and unleaded gasoline.

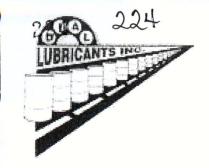
The specifications for same may be obtained in the Office of the County Auditor during normal office hours. The methods of payment and bond requirements are to be in accordance with the terms stated in the general specifications.

By: Shanna Solomon Marion County Auditor

ITEM(S): LOW SULPHUR DIESEL FUEL – DYED
DETAILED SPECIFICATIONS: MEET STATE STANDARDS FOR GRADE
PAYMENT SHALL BE IN THE FORM OF: Marion County check, payable no later than thirty (30) day from date of delivery and acceptance.
BOND REQUIREMENTS: None
OTHER SPECIFICATIONS: Delivered bulk to Commissioner's Precinct tanks.
1. RACK PRICE FROM SUPPLIER (I.E., TERMINAL OR REFINERY PRICE - JOBBER INVOICE TO BIDDER MUST BE SUBMITTED WITH BID AND AT ANY TIME OF PRICE CHANGE)
RACK PRICE EFFECTIVE May 16, 2025: 2.1911
2. OTHER MANDATORY STATE OR FEDERAL SURCHARGES SUCH AS SARA TAX, LUST TAX, ETC., IF NOT INCLUDED IN THE ABOVE DOCK PRICE (BUT SHOWN AS CHARGED TO THE BIDDER ON JOBBER'S INVOICE.)
3. STATE DIESEL TAX
4. FEDERAL DIESEL TAX
5. BIDDER'S MARGIN .12 4 6. TOTAL INVOICE PRICE TO COUNTY PER GALLON .2. 3/17
6. TOTAL INVOICE PRICE TO COUNTY PER GALLON 2.3/11

ITEM(S): LOW SULPHUR DIESEL FUEL	CLEAR
DETAILED SPECIFICATIONS: MEET STATE ST	ANDARDS FOR GRADE
PAYMENT SHALL BE IN THE FORM OF: Marior from date of delivery and acceptance.	n County check, payable no later than thirty (30) days
BOND REQUIREMENTS: None	
OTHER SPECIFICATIONS: Delivered bulk to Com	missioner's Precinct tanks.
1. RACK PRICE FROM SUPPLIER (I.,E., TERM TO BIDDER MUST BE SUBMITTED WITH B	INAL OR REFINERY PRICE - JOBBER INVOICE ID AND AT ANY TIME OF PRICE CHANGE)
RACK PRICE EFFECTIVE May 16, 2025:	2.1913
2. OTHER MANDATORY STATE OR FEDERAL TAX, ETC., IF NOT INCLUDED IN THE ABOVE THE BIDDER ON JOBBER'S INVOICE.)	
3. STATE DIESEL TAX	. 20¢
4. FEDERAL DIESEL TAX	
5. BIDDER'S MARGIN	.12¢
6. TOTAL INVOICE PRICE TO COUNTY PER C	GALLON 2.5/13

111	EM(S): UNLEADED GASOLI	NE			
DE	TAILED SPECIFICATIONS:	MEET STATE S MINIMUM OCT			
	PAYMENT SHALL BE IN THE FORM OF: Marion County check, payable no later than thirty (30) days from date of delivery and acceptance.				
ВС	ND REQUIREMENTS: None				
ОТ	HER SPECIFICATIONS: Deliv	vered bulk to Com	missioner's Prec	inct tanks.	
1.	RACK PRICE FROM SUPPI TO BIDDER MUST BE SUB	LIER (I.E., TERM MITTED WITH B	INAL OR REFI ID AND AT AN	NERY PRICE - NY TIME OF PR	JOBBER INVOICE RICE CHANGE)
	RACK PRICE EFFECTIVE M	fay 16, 2025:	2.0	182	
2.	OTHER MANDATORY STA TAX, ETC., IF NOT INCLUDE TO THE BIDDER ON JOBBE	ED IN THE ABO	SURCHARGE VE DOCK PRIC	S SUCH AS SA CE (BUT SHOW	RA TAX, LUST VN AS CHARGED
3.	STATE GASOLINE TAX		. 0	204	
4.	FEDERAL GASOLINE TAX				
5.	BIDDER'S MARGIN			1.33	
6.	TOTAL INVOICE PRICE TO	COUNTY PER G	ALLON	2.33	82



Dear Ms. Solomon and the Marion County Team,

Thank you for providing us the opportunity to submit a bid for your fuel deliveries for 2025. We greatly appreciate the trust and consideration extended to us. It is an honor to participate in this process, and we are committed to upholding the highest standards in meeting your expectations.

Please do not hesitate to reach out if there are any questions or additional information needed regarding our submission. We look forward to the possibility of working together and contributing to your success.

Warm regards,

Kelley Brolley
Kelley Bradley

Dial Lubricants

Daingerfield, Texas

ITEM(S): LOW SULPHUR DIESEL FUEL – DYED

DETAILED SPECIFICATIONS: MEET STATE STANDARDS FOR GRADE

PAYMENT SHALL BE IN THE FORM OF: Marion County check, payable no later than thirty (30) days from date of delivery and acceptance.

BOND REQUIREMENTS: None

O7	THER SPECIFICATIONS: Delivered bull	k to Commissioner's Precinct tanks.
1.		, TERMINAL OR REFINERY PRICE - JOBBER INVOICE WITH BID AND AT ANY TIME OF PRICE CHANGE)
	RACK PRICE EFFECTIVE May 16, 20	025: _\$2.311047
2.	TAX, ETC., IF NOT INCLUDED IN T	EDERAL SURCHARGES SUCH AS SARA TAX, LUST HE ABOVE DOCK PRICE (BUT SHOWN AS CHARGED OICE.)007193
3.	STATE DIESEL TAX	N/A
4.	FEDERAL DIESEL TAX	N/A
5.	BIDDER'S MARGIN	20
6.	TOTAL INVOICE PRICE TO COUNT	Y PER GALLON\$2.51824

ITEM(S): LOW SULPHUR DIESEL FUEL CLEAR				
DETAILED SPECIFICATIONS: MEET STATE STANDARDS FOR GRADE				
PAYMENT SHALL BE IN THE FORM OF: Marion County check, payable no later than thirty (30) days from date of delivery and acceptance.				
BOND REQUIREMENTS: None				
OTHER SPECIFICATIONS: Delivered bulk to Commissioner's Precinct tanks.				
1. RACK PRICE FROM SUPPLIER (I.,E., TERMINAL OR REFINERY PRICE - JOBBER INVOICE TO BIDDER MUST BE SUBMITTED WITH BID AND AT ANY TIME OF PRICE CHANGE)				
RACK PRICE EFFECTIVE May 16, 2025: \$2.303047				
2. OTHER MANDATORY STATE OR FEDERAL SURCHARGES SUCH AS SARA TAX, LUST TAX, ETC., IF NOT INCLUDED IN THE ABOVE DOCK PRICE (BUT SHOWN AS CHARGED TO THE BIDDER ON JOBBER'S INVOICE.)007193				
3. STATE DIESEL TAX20				
4. FEDERAL DIESEL TAX244 (UNLESS EXEMPT/ COUNTY USUALLY EXEMPT)				
5. BIDDER'S MARGIN				
6. TOTAL INVOICE PRICE TO COUNTY PER GALLON \$2.95424				

ITEM(S): UNLEADED GASOLINE
DETAILED SPECIFICATIONS: MEET STATE STANDARDS FOR GRADE. MINIMUM OCTANE RATING OF 87.
PAYMENT SHALL BE IN THE FORM OF: Marion County check, payable no later than thirty (30) day from date of delivery and acceptance.
BOND REQUIREMENTS: None
OTHER SPECIFICATIONS: Delivered bulk to Commissioner's Precinct tanks.
1. RACK PRICE FROM SUPPLIER (I.E., TERMINAL OR REFINERY PRICE - JOBBER INVOIC TO BIDDER MUST BE SUBMITTED WITH BID AND AT ANY TIME OF PRICE CHANGE)
RACK PRICE EFFECTIVE May 16, 2025:\$2.106209
2. OTHER MANDATORY STATE OR FEDERAL SURCHARGES SUCH AS SARA TAX, LUST TAX, ETC., IF NOT INCLUDED IN THE ABOVE DOCK PRICE (BUT SHOWN AS CHARGED TO THE BIDDER ON JOBBER'S INVOICE.)007193
3. STATE GASOLINE TAX20
4. FEDERAL GASOLINE TAX184 (UNLESS EXEMPT/ COUNTY USUALLY EXEMPT)
5. BIDDER'S MARGIN20
6. TOTAL INVOICE PRICE TO COUNTY PER GALLON \$2.697402

228				
Road & Bridge Supplies				
May 2024 - May 2025				
Seaton Construction	pct 1	pct 2	pct 3	pct 4
Flexbase-crushed iron ore	25.25 cy	32.25 cy	33.65 cy	30.15 cy
903-577-9077 phone				
Longview Asphalt	fob plant - marshall	fob - longview		delivered
903-758-0065				
hot mix	110 ton			125 ton
cold mix		102 ton		117 ton
oil sand		90 ton		105 ton
limestone base				
3x5 rock				
rip rap				
Bryan & Bryan Asphalt	682 ton	682 ton	682 ton	682 ton
903-657-2391				
road Oil				
FUEL BIDS - 2024				
Arklatex oil co	Rack Price	Margin	Total	
Unleaded	2.82	0.12	2.94	
Low sulphur diesel - dyed	2.55	0.1	2.65	
low sulphur diesel - clear	2.99	0.12		



MARION COUNTY PAUPER CREMATION POLICY

Adopted: May 12, 2025

Introduction and Purpose:

The policies contained herein have been established to govern the disposition of the remains of a Pauper by Marion County, Texas in accordance with Title and Sections 692A.009 and 694.002 of the Texas Health and Safety Code.

Section 1- Legal Authority

Texas Health and Safety Code § 692A.009:

§ 692A.009. Who May Make Anatomical Gift of Decedent's Body or Part 1?

- A. Subject to Subsections (b) and (c) and unless barred by Section 692A.007 or Section 692A.008, an anatomical gift of the decedent's body or part for the purpose of transplantation, therapy, research, or education may be made by any member of the following classes of persons who is reasonably available, in the order of priority listed:
- 1. An agent of the decedent at the time of death who could have made an anatomical gift under Section 692A.004 (2) immediately before the decedent's death;
- 2. The spouse of the decedent;
- 3. Adult children of the decedent;
- 4. Parents of the decedent;
- 5. Adult siblings of the decedent;
- 6. Adult grandchildren of the decedent;
- 7. Grandparents of the decedent;
- 8. An adult who exhibited special care and concern for the decedent;
- 9. The persons who are acting as the guardians of the person of the decedent at the time of death;
- 10. The hospital administrator; and
- 11. Any other person having the authority to dispose of the decedent's body.
 - Enacted by Acts 2009, sr" Leg., ch.186 (H.B. 2027), § 1, effective September 1, 2009

Texas Health & Safety Code § 694.002

§694.002. Duty of Commissioners' Court Concerning Disposition of Body of Deceased Paupers

- (a) The commissioners' court of each county shall provide for the disposition of the body of a deceased pauper. *The commissioners' court may adopt rules* to *implement this section*.
- (b) The commissioners' court shall consider any information, including the religious affiliation of the deceased pauper, provided by a person listed in Section 711.002 (a).
- (c) If a county discovers cash in the possession of a deceased pauper, a county may use the cash to pay the actual costs incurred by the county in disposing of the pauper's body.

Section 2 - General Provisions:

- a. All proceedings relating the final arrangements for Pauper remains shall be conducted with the utmost solemnity and respect for the decedent.
- b. Decedent must have died within the boundaries of Marion County, Texas.
- c. Decedent must have domiciled and/or resided within the boundaries of Marion County, Texas for a minimum of six (6) months.
- d. All Pauper remains accepted by Marion County will be reviewed for appropriateness and eligibility for donation as an "anatomical gift of decedent's body" pursuant to Texas Health & Safety Code § 692A.009 (11). If an anatomical gift of decedent's body for authorized purposes is not appropriate and available as an option, then the only other available option shall be to have the body cremated unless there is positive verification that cremation conflicts with the beliefs and practices of the decedent's religious affiliation (Title 8, Section 711.002 (a) of the Texas Health and Safety Code).
- e. If the remains are to be cremated, the cremation shall conform with all applicable state and federal regulations.
- f. The actual preparation, cremation and/or interment of Pauper remains shall be accomplished by a licensed Funeral Director at a facility designed and licensed for the purpose.

- g. Eligibility requirements shall be based on the same eligibility requirements for the county's indigent healthcare program. Authorization by the Office of the Marion County Judge or his/her designee is mandatory prior to the preparation and/or disposition of the remains of a person for which the county is assuming responsibility for final arrangements. A funeral home which acts without the express authorization of the Office of the Marion County Judge or other designee of the Marion County Commissioners' Court, shall have assumed all responsible for that person's final arrangements.
- h. The funeral service provider that is used for final disposition shall be within the territorial boundaries of Marion County.
- i. If a family member or person with the authority to make final arrangements for decedent contracts with a funeral service provider outside the territorial boundaries of Marion County, they shall be responsible for any expenses incurred to said funeral service provider.

2 Enacted by Acts 1989, 71 Leg., Ch. 678 (H.B. 2136), §1, effective September 1, 1989; am. Acts 1991- 72 Leg., ch.14 (S.B. 404), § 211, effective September 1, 1991; am. Acts 1999, zs" Leg., Ch. 929 (H.B.2301), § 1, effective September1999; am. Acts 2009, ai" Leg., Ch. 404 (H.B. 1843), § 1, effective June 19, 2009; am. Acts 2009, si" Leg., Ch. 480 (S.B. 530) § 1, effective June 19, 2009.

Section 3 - Specific Provisions:

- a. County shall be the sole authority regarding the responsibility for disposition of the remains of a person in accordance with Title 8 Sections 692.009 and 694.002 of the Texas Health & Safety Code.
- b. County will assume responsibility for disposition of the remains of a person <u>only</u> when all other avenues of accountability, including the responsibilities of a person and/or persons listed in Section 711.002 (a) of the Texas Health & Safety Code, (Next of kin) have been thoroughly exhausted and it has been conclusively established that the decedent is indeed legally entitled to cremation /burial at the county expense.
- c. County will not act on behalf of anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.
- d. County will not offer or give legal advice or opinions to anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.

05.2025

- e. County will not participate jointly with anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.
- f. County may, at its option, relinquish its authority over the disposition of the remains of a Pauper, once established.
- g. County shall be the sole authority regarding the method of disposition of the remains of the Pauper.
- h. Documentation as to the whereabouts of the remains shall be kept in the records of the attending Funeral Home in accordance with Title 8, Section 711.003 of the Texas Health and Safety Code and copies of those records shall be filed with the Marion County Clerk's Office.
- Proper documentation must accompany the entire process at all times and copies shall be furnished in a timely manner to the Office of the Marion County Judge or other designee of the Commissioners' Court.
- j. Any and all authorizations, certificates, orders to cremate, etc., shall be properly filled out in accordance with state law and Signed by the County Judge or other designee of the Commissioners' Court <u>prior to</u> preparation and/or disposition of the remains of person for which the county is assuming responsibility.
- k. After review of the application for completeness and compliance with the Marion County policy, the application shall be submitted to the Marion County Judge or other designee of the Commissioners' Court for approval and submission to the Marion County Auditor for payment.
- I. Marion County will pay a maximum of \$950 for cremation expenses and will not be responsible for any additional expenses related to the disposition of the Pauper remains.
- m. Next of Kin desiring to claim the cremains of a Pauper, will be required to reimburse Marion County for its associated costs <u>before</u> Marion County relinquishes its authority over the cremains. The Next of Kin will be issued an order releasing the cremains which can be taken to the appropriate funeral home to claim the remains. Cremains must be claimed from the funeral home within 90 days. If not claimed, the funeral home will be authorized by the county, in writing, to dispose of the cremains in an appropriate manner.

Conclusion:

All policies contained herein are in strict compliance with Title 8 Sections 692A.009 and 694.002 of the Texas Health and Safety Code. These policies are subject to change at any time by order of the Marion County Commissioners' Court. All questions relating to the aforementioned policies should be directed to the Marion County Clerk's Office.

Approved this the 12th of May, 2025 by the Commissioners' Court of Marion County, Texas

Leward J. LaFleur, County Judge

J.R. Ashley, Commissioner, Pct. 1

Paul D. Webb, Commissioner, Pct. 3

Jacob Pattison, Commissioner, Pct. 2

Gered R. Lee, Commissioner, Pct. 4

Attest:

Kimberly Wise, County Clerk

05.2025





903.521.7852 ValhallascurityLLC@gmail.com PO Box 12 Murchison, TX 75778

Quote for Detention Lock Services

Valhalla Security Solutions LLC is pleased to submit this proposal for the provision of locksmith maintenance services to the Marion County Sheriff's Office. With a strong commitment to security and a proven track record in the detention facility industry, we are confident in our ability to meet and exceed your facility's needs.

Scope of Service

We will provide comprehensive services for all detention locks at Marion County detention facilities. Our services include:

- Routine inspections and maintenance of all detention locks and security hardware
- Identification, adjustment, and repair of existing lock issues
- · Lubrication of lock components
- Identification of hardware inadequacies and needs
- Identification of potential security vulnerabilities
- Emergency response for lock failures (costs outlined below)

Pricing Structure

Routine Maintenance:

- Annual Maintenance: \$2,375.00 for one visit per year.
- **Bi-Annual Maintenance:** \$1,637.50 for each visit, for two visits per year (\$3,275.00 annually).

Emergency Services:

Defined as a situation that poses an immediate threat to the safety or security of the facility or its occupants, this may include but is not limited to:

- Lockouts
- Broken/non-functioning locks or hardware
- Security breaches
- Unauthorized access

Response Time: Free same day troubleshooting consultation, via phone, to

determine the best resolution.

Mileage: \$1.00 per mile, round trip

Labor: \$200.00 per hour, with a four (4) hour minimum

Per Diem: \$200.00 per day

Parts and Materials: All replacement parts and materials will be billed at cost, plus a 10%

service fee.

Please note that the emergency service fees are separate from the routine maintenance costs and will only be charged if an emergency situation arises.

Company Qualifications

Valhalla Security Solutions employees possess a proven track record in providing locksmith services to correctional facilities. Our team of highly skilled technicians has extensive experience in:

- High-security lock systems
- · Electronic security systems
- Emergency response procedures
- · Compliance with industry standards

Quality Assurance

We are committed to delivering exceptional service and ensuring the highest level of security for your facility. Our quality assurance measures include:

- Rigorous technician training and extensive experience
- Regular performance evaluations
- Use of high-quality parts and equipment
- Adherence to industry best practices

Proposal Summary

Valhalla Security Solutions is confident in our ability to meet and exceed your security service needs. Our competitive pricing, experienced technicians, and commitment to quality make us the ideal partner for your facility.

We are committed to providing exceptional services to Marion County Sheriff's Office, and believe our proposal outlines a comprehensive solution to both meet and exceed your facility's security needs.

We invite you to schedule a meeting to discuss your specific requirements in greater detail and explore how we can partner to enhance your facility's security infrastructure.

Nathan Batson

Managing Member Cell: 903-521-7852

PO Box 12 Murchison, TX 75778

Contract for Detention Lock and Door Maintenance and Repair Services

Preamble

This Contract (the "Agreement") is made and entered into as of 06/01/2025 by and between Valhalla Security Solutions, a Texas limited liability company with its principal place of business at 11198 FM 317 Murchison, TX (the "Company"), and Marion County, a political subdivision of the State of Texas (the "County"). The Company and the County are collectively referred to as the "Parties" and individually as a "Party".

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Agreement": This contract document, including all exhibits and amendments hereto.
- "County": Marion, a political subdivision of the State of Texas.
- "Company": Valhalla Security Solutions, a Texas limited liability company.
- "Services": The locksmith services to be provided by the Company as described in Section
- "Facilities": The detention facilities operated by the County as listed in Section 1.1.
- "Emergency Services": Services provided in response to urgent lock or door failures as described in Section 3.

1. Scope of Services

- 1.1. Company agrees to provide preventative maintenance locksmith services for all detention locks at the County's facilities, including but not limited to the jail located at 102 W Dallas St, Jefferson, TX 75657.
- 1.2. Company shall identify current and potential future lock issues, clean, adjust, and lubricate parts (door, locks, hinges, food pass doors, etc.) as needed, and attempt to identify, but not repair any electrical or security electronic control issues. In addition Company shall verify manual release and electronic operation (where applicable), and advise facility personnel of any deficiencies found.
- 1.3. County shall be responsible for the purchase and provision of all replacement parts and materials.
- 1.4. Company shall not be responsible for any damage to paint and or masonry that may be caused by its services.

2. Compensation

- 2.1. Company shall charge a flat fee of \$1,637.50 per visit to the facility.
- 2.2. Fees for emergency services shall be calculated as outlined in Section 3.2.

2.3 Annual Rate Adjustment:

a. For each year following the initial year of this Agreement, the flat fee per visit outlined in Section 2.1 shall be adjusted based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics for the twelve-month period preceding the anniversary date of this contract.

b. The adjusted fee shall not increase by more than 3% in any given year.

3. Emergency Services

- 3.1. An emergency is defined as a lock or door failure that prevents access to a critical area of the facility, such as a housing unit, control room, or medical area, and requires immediate attention.
- 3.2. Company agrees to respond to emergency calls regarding door or lock failures, by phone, within 12 hours, and in person as determined by contact.
- 3.3. County shall reimburse Company for the following emergency service expenses:

• Mileage: \$1.00 per mile, round trip

• Per diem: \$200.00 per day, with a three-day minimum

• Labor: \$200.00 per hour, with a four-hour minimum

4. Payment Terms

4.1. All invoices shall be submitted to the County within 14 days of the completion of services. Payment is due within 30 days of invoice receipt. A late fee of 2% per month will be charged on any unpaid balance after 60 days.

4. Indemnification

- 4.1. Company shall indemnify and hold harmless County from and against any and all claims, losses, damages, liabilities, and expenses arising out of or in connection with Company's misuse, negligent acts or omissions.
- 4.2. County shall indemnify and hold harmless Company form and against any and all claims, losses, damages, liabilities, and expenses arising out of, or in connection with County's misuse, negligent acts, or omissions.

5. Insurance

5.1. Company shall maintain general liability insurance, workers' compensation insurance, and auto insurance, each with limits of not less than \$100,000 per occurrence and \$50,000 aggregate. Company shall provide County with certificates of insurance upon request.

6. Limitation of Liability

- 6.1. Cap on Damages: In no event shall either Party be liable to the other for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, loss of revenue, loss of data, or loss of goodwill, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, or otherwise.
- 6.2. Cap on Total Liability: The total aggregate liability of either Party to the other for any and all claims arising out of or related to this Agreement shall not exceed the total amount paid by the County to the Company under this Agreement during the twelve (12) month period immediately preceding the date on which the claim arose.

7. Term and Termination

7.1. This Agreement shall commence on 06/01/2025 and shall continue for a term of 2 year, including 3 visits 12 months apart, unless earlier terminated by either Party upon 30 days' written notice.

8. Warranties

- 8.1. Parts: Company warrants that all parts provided under this Agreement shall be free from defects in materials and workmanship for a period of six (6) months from the date of installation. Company's sole obligation under this warranty shall be to repair or replace, at Company's option, any defective part.
- 8.2. Labor: Company warrants that all labor performed under this Agreement shall be performed in a good and workmanlike manner. Company warrants its labor for a period of thirty (30) days from the date of service. If any work is found to be defective within this period, Company shall correct such defect at no additional charge to County.
- 8.3. Company warrants that all work performed under this Agreement will be performed in compliance with all applicable laws, rules, and regulations.
- 8.4. This Warranty Agreement shall be void if circumstances arose from the intentional misuse, abuse and/or neglect on the part of County employees, volunteers, or inmates.

9. Dispute Resolution

- 9.1. Negotiation: The Parties agree to negotiate in good faith to resolve any dispute arising out of or relating to this Agreement.
- 9.2. Mediation: If the Parties are unable to resolve a dispute through negotiation, the dispute shall be submitted to mediation. The mediation shall be conducted in Goldthwaite, Texas and the mediator shall be mutually agreed upon by the Parties. The costs of mediation shall be borne equally by both Parties.
- 9.3. If the mediation is unsuccessful, the dispute shall be resolved through binding arbitration in Tyler, Texas in accordance with the rules of the American Arbitration Association.

10. Force Majeure

10.1. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, labor disputes, acts of war or terrorism, or governmental actions.

11. Confidentiality

- 11.1. Confidential Information. Any information disclosed by one Party to the other Party, whether orally, in writing, or by electronic transmission, that is marked as confidential or proprietary or that reasonably should be understood to be confidential or proprietary, including but not limited to, financial information, business plans, customer information, and trade secrets, shall be deemed "Confidential Information."
- 11.2. Protection of Confidential Information. Each Party agrees to hold in strict confidence all Confidential Information received from the other Party and to use such Confidential Information solely for the purposes of performing its obligations under this Agreement. Each Party shall take all reasonable precautions to protect the confidentiality of such Confidential Information.
- 11.3. Disclosure. Neither Party shall disclose any Confidential Information of the other Party to any third party without the prior written consent of the other Party, except as required by law or court order.
- 11.4. Survival. The obligations of this Section shall survive the termination or expiration of this Agreement.

12. Miscellaneous

- 12.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
- 12.2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 12.3. Amendments: Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.
- 12.4. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 12.5. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the respective Party at the address set forth above.

12.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, except for any written attachments hereto.

Signatures

Valhalla	Security	Solutions	LLC
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PO Box 12

Murchison, TX 75778 Phone: (903) 521-7852

Nathan Batson

Managing Member

05/16/2025

Date

Marion County Texas

Leward J LaFleur, Marion County Judge

5/27/2025

Signature

David Capps, Marion County Sheriff

5/27/2025 Date

Sandra Wright

Exhibit "E"

From:

Karen Jones

Sent:

Friday, May 16, 2025 11:08 AM

To:

Sandra Wright

Cc:

Lana Choy; Leigh Ballenger

Subject:

FOR AGENDA

Wording for agenda......

Consider and/or approve FULL bids for property struck off to Marion County presented by Tax Assessor-Collector and Linebarger.

For Packets......

T01283 — PARCEL 9612 LOTS 117 & 118 SHADY SHORES HILLSIDE SECTION - RECEIVED FULL BID FROM MIKHAIL VAN DER HOOF IN THE AMOUNT OF \$1,000.00. THIS PROPERTY WAS STRUCK OFF IN SEPTEMBER, 2003. Because the bid is for the full amount the court will need to approve the County Judge to sign the deed.

T01706 — PARCEL 18137 LOT 7 BLOCK 103 ALLEY ADDTION - RECEIVED FULL BID FROM SAMMIE P. JENKINS IN THE AMOUNT OF \$4,075.99. THIS PROPERTY WAS STRUCK OFF IN MAY, 2015. Because the bid is for the full amount the court will need to approve the County Judge to sign the deed.



Karen G. Jones, PCC, CTOP, PCAC Tax Assessor-Collector

Tax Assessor-Collector
County Elections Officer

Phone 903-665-3281

Web www.marioncountytaxoffice.com Email karen.jones@co.marion.tx.us 119 W Lafayette, Jefferson, TX 75657



U.S. Department of Homeland Security FEMA Region 6 800 N. Loop 288 Denton, TX 76209



May 16, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer Texas Division of Emergency Management P.O. Box 285 Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Marion County, Texas Multi-Jurisdiction Hazard Mitigation Plan

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 268-7602.

Sincerely,

Ronald C. Wanhanen

Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

A RESOLUTION OF MARION COUNTY TEXAS, ADOPTING THE FEMA APPROVED MARION COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE COUNTY JUDGE AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN.

WHEREAS, Marion County recognizes the threat that natural hazards pose to people and property within the County; and

WHEREAS, Marion County has created a county-wide Hazard Mitigation Plan for itself and its participants which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Marion County, Texas Multi-Jurisdiction Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

WHEREAS, adoption by the Commissioners Court demonstrates our commitment to hazard mitigation and achieving the goals outlined in the Plan; and

WHEREAS, the adoption of this plan will make Marion County eligible to apply for current open and future Hazard Mitigation Grants: and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF MARION COUNTY:

- Section 1. That Marion County adopt the FEMA approved Marion County, Texas Multi-Jurisdiction Hazard Mitigation Plan.
- Section 2. That the County Judge be appointed the Chief Executive Officer and Authorized Representative to act on behalf of Marion County in all matters in connection with their portion of the Marion County Multi-Jurisdiction Hazard Mitigation Plan.

PASSED AND APPROVED ON May 27, 2025.

Leward LaFley County Judge

Paul Webb Commissioner, Precinct One

Paul Webb Commissioner, Precinct Three

Gered R. Lee Commissioner, Precinct Four

ATTEST:

Kimberly Wise, County Clerk