

Janice Roberts, County Clerk
DELTA COUNTY, TEXAS PAGE 626

APR - 5 2024

FILED FOR RECORD
AT 12:24 F. M.

#### NOTICE OF REGULAR MEETING

#### **DELTA COUNTY COMMISSIONERS COURT**

Notice is hereby given that a regular meeting of the Delta County Commissioners Court will be held on <u>Tuesday, the 9th day of April, 2024 at 9:00 A.M. in the City Council Chambers at the City of Cooper City Hall, located at 91 North Side Square, Cooper, Texas, 75432, at which time the Commissioners Court will consider, discuss, and possibly act upon the following agenda items at-wit:</u>

- 1. Call to Order, Establishment of a Quorum, and Declaration of Public Notices Legally Posted Pursuant to the Open Meetings Act, Texas Government Code, Chapter 551.
  - a. Pledge of Allegiance
    - i. United States of America Flag
    - ii. State of Texas Flag
  - b. Invocation
- 2. Public Comments

(The Commissioners' Court shall allow public comment with the submission of a Public Participation Form to the County/District Clerk prior to the start of the meeting. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Public Comment will be governed by the adopted Rules of Procedure, Conduct, and Decorum.)

- 3. General Announcements
- 4. Proclamations
- Discuss and take possible action related to the approval of the minutes for the March 26, 2024 regular meeting.
- 6. Discuss and take possible action to approve and ratify the payment of financial obligations, including claims, payroll and personnel expenses, and bills.
- 7. Discuss and take possible action to consider moving the time of the April 23, 2024 regular meeting of the Commissioners Court from 9:00 AM to 2:00 PM to allow the County Judge, Justice of the Peace, and County/District Clerk to attend training in Lamar County Tanner Crutcher, County Judge
- 8. Discuss and take possible action to consider approving the County Clerk's Records Archive Plan for the preservation and restoration of all public documents as required by the Texas Historical Commission's Courthouse Restoration grant application process -Janice Roberts, County/District Clerk
- Discuss and take possible action to consider a proposal from the Tax Assessor/Collector
  to consider new property tax collection software, Appraisal & Collection Technologies,
  and providing notice of intent to terminate the contract to the current vendor Dawn
  Moody, Tax Assessor/Collector
- Discuss and take possible action to consider the outsourcing of the printing of annual tax statements - Dawn Moody, Tax Assessor/Collector
- 11. Discuss and take possible action to consider the approval of budget line-item transfers from 010-475-427 Education/Travel to 010-475-570 Capital Investments in the amount of \$500.00 - Debbie Huie, County Treasurer
- 12. Discuss and take possible action to consider the approval of budget line-item transfers from 010-409-700 Transfer Funds to 010-409-421 Telephone Maintenance in the amount of \$16,350.00 - Debbie Huie, County Treasurer

- 13. Discuss and take possible action to consider the approval of budget line-item transfers from 010-409-700 Transfer Funds to 010-510-352 Repairs in the amount of \$10,000.00 -Debbie Huie, County Treasurer
- 14. Discuss and take possible action to consider the approval of budget line-item transfers from 010-409-700 Transfer Funds to 010-510-570 Capital Investments in the amount of \$14,000.00 - Debbie Huie, County Treasurer
- 15. Discuss and take possible action to consider the approval of budget line-item transfers from 022-622-202 Health Insurance to 022-622-570 Capital Investments in the amount of \$10,000.00 Seth Cox, County Commissioner, Precinct 2
- 16. Bring from the table, discuss and take possible action to consider the the adoption of, by Order, a policy regulating and permitting the boring or cutting of county roads or in county road right-of-way, along with the implementation of applicable fees Tanner Crutcher, County Judge
- 17. Discuss and take possible action to approve an Interlocal Agreement between Delta County, Texas and Lamar County, Texas for the purposes of sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance Morgan Baker, County Commissioner, Precinct 1
- 18. Discuss and take possible action to review and authorize the issuance of a request for proposals (RFP), drafted by the County Attorney, to solicit the services of a real estate broker to sell county-owned real property located at 30 TX SH 24, Cooper, Texas, 75432 (Delta County Appraisal District Property ID: 4433) and 26 TX SH 24, Cooper, Texas, 75432 (Delta County Appraisal District Property ID: 4432) in accordance with Texas Local Government Code §263.008 Edgar J. Garrett, County Attorney
- 19. Discuss and take possible action related to the development of the Courthouse Master Plan by Komatsu Architecture Tanner Crutcher, County Judge
  - Consider the granting of an easement to the Texas Historical Commission related to the Courthouse restoration.
  - b. Consider approving the submission of grant application(s) to the Texas Historical Commission for the preservation and restoration of the Delta County Courthouse.
- 20. Discuss and take possible action to update the Commissioners Court on Courthouse facility repairs and related projects Tanner Crutcher, County Judge
- 21. Sheriff's Jail Report Charla Singleton, Sheriff
- 22. Discuss and take possible action, the Commissioners Court to convene into executive session, pursuant to section 551.071 of the Texas Government Code, to consult with legal counsel regarding litigation related to the matter of Texas Opioid Litigation, County of Delta v. Purdue Pharma, Inc., et al., in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587 Tanner Crutcher, County Judge
- Discuss and take possible action to reconvene back into open session Tanner Crutcher, County Judge
- 24. Discuss and take possible action on items discussed in executive session related to settlement offers or other necessary action in the matter of Texas Opioid Litigation; in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587, including consideration of authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding settlement offers from defendants in the matter of Texas opioid multi-district litigation for the County in the matter of County of Delta v. Purdue Pharma, L.P. et al.
- 25. Conduct a workshop regarding the obligation of American Rescue Plan Act (ARPA) funding, in accordance with United States Treasury guidance Tanner Crutcher, County Judge

#### 26. Adjourn

The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075 and 551.076, or to seek the advice of its attorney and/or other attorneys representing Delta County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551.

In accordance with Title III of the American with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request to the County Judge's office as far as possible in advance of the meeting you wish to attend.

Signed this 5th day of April, 2024

Tanner Crutcher, County Judge

Delta County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of the Regular Meeting of the Delta County Commissioners Court is a true and correct copy of the said Notice, that I received said Notice, and it was posted at the doors of the Delta County Courthouse, a place readily accessible to the general public at all times on the Aday of Aday of Aday 2:24/11 and said Notice remained so posted continuously for at least 72 hours preceding the schedule-time of the meeting.

Janice Roberts, County/District Clerk

Delta County, Texas

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#### **DELTA COUNTY COMMISSIONERS COURT MINUTES**

Notice is hereby given that a regular meeting of the Delta County Commissioners Court was held on Tuesday, the 26th day of March, 2024 at 9:00 A.M. in the City Council Chambers at the City of Cooper City Hall, located at 91 North Side Square, Cooper, Texas, 75432,

THOSE THEY WERE IN ATTENDANCE:
Tanner Crutcher, County Judge
Morgan Baker, Commissioner, Precinct 1
Seth Cox, Commissioner Precinct 2
Anthony Roberts, Commissioner Precinct 3
Mark Brantley, Commissioner, Precinct 4

- 1. Call to Order, Establishment of a Quorum, and Declaration of Public Notices Legally Posted Pursuant to the Open Meetings Act, Texas Government Code, Chapter 551.
  - a. Pledge of Allegiance

# Meeting was called to order by Judge Tanner Crutcher @ 9:00am

- i. United States of America Flag
- ii. State of Texas Flag
- b. Invocation was given by Mark Brantley
- 2. Public Comments None

(The Commissioners' Court shall allow public comment with the submission of a Public Participation Form to the County/District Clerk prior to the start of the meeting. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Public Comment will be governed by the adopted Rules of Procedure, Conduct, and Decorum.)

3. General Announcements

Enloe Fire Dept. Chili cook off is April 20,2024. Mark Brantley informed the Court that Jimmy Sweat has been sent home on Hospice and they have brought his wife Lucille home to be with him, Keep him and the family in your prayers as well as Mark who has been asked to perform his service.

4. Proclamations None

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5. Discuss and take possible action related to the approval of the minutes for the March 12, 2024 regular meeting.

I Commissioner Baker make the motion to approve the minutes for March 12th, 2024 as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

6. Discuss and take possible action to approve and ratify the payment of financial obligations, including claims, payroll and personnel expenses, and bills.

I Commissioner Baker make the motion to approve to pay all financial obligations, including claims, payroll and personnel expenses as presented to the court and Commissioner Brantley Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

I Commissioner Baker make the motion to move out of order to Item # 22, #24 & #25 @ 9:06am as presented to the court and Commissioner Cox Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

7. Discuss and take possible action to approve, record into the minutes, and accept as a matter of record the 2023 County Historical Commission's Annual Report, pursuant to §318.008 of the Texas Local Government Code - Marcia Lair and Louise Skinner, Cp-Chairpersons for the Delta County Historical Commission

We received a total of 6 bids.

8. Conduct the opening of sealed bids for surplus county property advertised for sale, pursuant to Chapter 263 of the Texas Local Government Code - Tanner Crutcher, County Judge

All 6 bids were opened and are as follows:

James Jarrell - #100 for \$10.00 #101 for \$10.00 #102 for \$10.00

Devone Morris- #21 for \$2 #76 for \$10.00 #26 for \$5.00

Hope House - #34 for \$1.00 #38 for \$1.00 #37 for \$1.00

Bobby Huie - #30 for \$5.00 #34 for \$5.00 #37 for \$5.00

#38 for \$5.00

Sue Hommel - #40 for \$1.00 #86 for \$1.00 #87 for \$1.00 #117 for \$2.00

Historic Commission (Louise & Marcia) #17 for \$1.00 #40 for \$1.00 #112 for \$1.00 #135 for \$1.00 #28 for \$1.00 #58 for \$1.00 #43 for \$1.00

9. Discuss and take possible action to consider the award of and acceptance sealed bid(s) for World Replus county property - Tanner Crutcher, County PiaGE 631
I Commissioner Baker make the motion to accept the bid from Devone Morris and Commissioner Cox second
I Commissioner Cox make the motion to accept the bid from James Jarrell and Commissioner Baker second
I Commissioner Brantley make the motion to accept the bid from Historic Commission and Commissioner Roberts second
I Commissioner Baker make the motion to accept the bid from Sue Hommel and Commissioner Brantley second
I Commissioner Brantley make the motion to accept the bid from Sue Hommel and Commissioner Brantley second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

10. Discuss and take possible action to consider authorizing the disposal of county property as salvage, pursuant to Texas Local Government Code 263.152 (3) - Tanner Crutcher, County Judge

I Commissioner Cox make the motion to approve the disposal of county property as savage as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

11. Record into the minutes as a matter of record and distribute to the Commissioners Court a letter from the Texas Department of Transportation (TxDOT) authorizing the release of the initial materials for Delta County of \$13,809 for the FY24 allocation for Delta County in the County Assistance Program - Tanner Crutcher, County Judge

No action needed. Record into the Minutes

**Bobby Huie and Commissioner Roberts second** 

12. Discuss and take possible action to consider the approval of an Order amending the FY 2024 Adopted Budget related to personnel additions, an Assistant County Attorney, in the County Attorney's Office from funding related to the SB 22 Rural Prosecutor's Grant - Tanner Crutcher, County Judge

I Commissioner Brantley make the motion to approve the Order amending the FY 2024 Adopted Budget pertaining to an Assistant County Attorney as presented to the court and Commissioner Cox Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

13. Discuss and take possible action to consider the approval of budget line-item transfers from 010-435-116 to 010-405-202 and 010-405-427 related to Order 2024-03-26-02, authorizing Budget Amendments to accommodate the establishment of a Veterans Service Office - Tanner Crutcher, County Judge

I Commissioner Baker make the motion to approve the budget lineitem transfer in the amount of \$64,242.28 as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

14. Distant a Reache possible action to consider the approval of a Particular the FY 2024 Adopted Budget related to personnel additions, a Veterans Service Officer, and operating budget expenses necessary to establish a Veterans Service Office - Tanner Crutcher, County Judge

I Commissioner Cox make the motion to approve the Order amending the FY 2024 Adopted Budget pertaining to a Veterans Service Officer as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

15. Discuss and take possible action to consider the approval of budget line-item transfers from 010-409-490 to 010-475-103 and 010-475-201, related to Order 2024-03-26-02, authorizing Budget Amendments for the establishment of a Veterans Service Office - Tanner Crutcher, County Judge

I Commissioner Brantley make the motion to approve the budget line-item transfer in the amount of \$3,975.00 as presented to the court and Commissioner Cox Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

16. Discuss and take possible action to review request for proposals (RFP) received and consider awarding a bid for administrative services for the Hazard Mitigation Assistance Program administered by the Texas Division of Emergency Management for DR 4485 grant awards, and authorize the County Judge to sign and execute the agreement(s) - Tanner Crutcher, County Judge

I Commissioner Brantley make the motion to review request for the proposals for Hazard Mitigation Assistance Program as presented to the court and Commissioner Cox Second COURT VOTES – 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

17. Discuss and take possible action to consider authorizing the County Judge, or his designee, to issue requests for qualifications (RFQ) for engineering services for the Hazard Mitigation Assistance Program administered by the Texas Division of Emergency Management for DR 4485 grant(s) awards - Tanner Crutcher, County Judge

I Commissioner Baker make the motion to approve the County Judge to issue request for qualifications for engineering services for the Hazard Mitigation Assistance Program as presented to the court and Commissioner Brantley Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

18. Record into the minutes and accept as a matter of record, the judicial education record for fiscal year reporting period of January 1, 2023 - August 31, 2024 for County Judge Tanner Crutcher - Tanner Crutcher, County Judge

No action needed, Record into the Minutes

- 19. Discuss and take possible action to authorize the opening of a bank account for the sufficient frestitution payments made to the County/District Clerk from the Texas Department of Criminal Justice for disbursement to victims. Janice Roberts, County/District Clerk
  - I Commissioner Brantley make the motion to approve the County/District Clerk to open a bank account for the safekeeping of restitution payments from TDCJ as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

- 20. Record into the minutes and accept as a matter of record, the 2023 Annual Report and Financial Statement for the Northeast Texas RC&D Area, Inc. Tanner Crutcher, County Judge No action needed, Record into the Minutes
- 21. Discuss and take possible action to consider the appointment of a Veterans Service Officer Tanner Crutcher, County Judge
  - I Commissioner Cox make the motion to approve the appointment of Lucas Hamrick as the Veterans Service Officer as presented to the court and Commissioner Baker Second COURT VOTES – 5 TO 0 - AYES HAVE IT, MOTION CARRIED.
- 22. Discuss and take possible action to consider and possibly approve an agreement with CivicPlus for the ArchiveSocial social media archiving service for 4/15/2024 09/30/2024 and renewing on 10/01/2024 for the service period of 10/01/2024 09/30/2025 Robert Hurst, Emergency Management Coordinator
  - I Commissioner Brantley make the motion to approve an agreement with CivicPlus for the ArchiveSocial social media archiving service, The fee amount would be split between the offices that use social media as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

23. Discuss and take possible action to review and authorize the issuance of a request for proposals (RFP), drafted by the County Attorney, to solicit the services of a real estate broker to sell county-owned real property located at 30 TX SH 24, Cooper, Texas, 75432 (Delta County Appraisal District Property ID: 4433) and 26 TX SH 24, Cooper, Texas, 75432 (Delta County Appraisal District Property ID: 4432) in accordance with Texas Local Government Code §263.008 - Edgar J. Garrett, County Attorney

No action. County Attorney unavailable

24. Discuss and take possible action related to the development of the Courthouse Master Plan by Komatsu Architecture - Tanner Crutcher, County Judge

There is a grant training April 12<sup>th</sup> the County Judge will be attended.

Submit the application by 04/12/2024. Support letters have all

# MGL ReReived, Archival Plan will be re Ref GE 634 next Commissioners Meeting.

25. Discuss and take possible action to update the Commissioners Court on Courthouse facility repairs and related projects - Tanner Crutcher, County Judge

There is a shortage on courthouse keys, there is a quote for new keys \$330.00 (25 new keys & locks)

Y U Buggin gave a quote for service at the Courthouse - \$175.00 Quarterly, \$700.00 a year. Civic Center is \$175.00 Quarterly Quote for sunk pumps elevator and boiler room \$4917.19 ea, Table until April 9<sup>th</sup> Commissioners Meeting.

Move back to Item #7 @ 9:14 am

- 26. Sheriff's Jail Report Charla Singleton, Sheriff Total of 14 Inmates in jail
- 27. Discuss and take possible action to consider approving and ratifying the submission of a commitment letter regarding the Workforce Solutions Northeast Texas', in partnership with the Texas Workforce Commission, grant application for the Pathways Home Reentry grant in support of and pledging our commitment to support individuals currently incarcerated in a state, county, or local jail. Services offered by the grant will include case management, job readiness training, job fairs, development of a career/education plan, referral to additional local organizations for support services, documentation gathering, and occupational training Tanner Crutcher, County Judge
  - I Commissioner Brantley make the motion to approve and ratify the submission of a commitment letter regarding the Workforce Solutions Northeast Texas' as presented to the court and Commissioner Roberts Second

COURT VOTES - 5 TO 0 - AYES HAVE IT, MOTION CARRIED.

- 28. Discuss and take possible action, the Commissioners Court to convene into executive session, pursuant to section 551.071 of the Texas Government Code, to consult with legal counsel regarding litigation related to the matter of Texas Opioid Litigation, County of Delta v. Purdue Pharma, Inc., et al., in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587 Tanner Crutcher, County Judge NO ACTION NEEDED
- 29. Discuss and take possible action to reconvene back into open session Tanner Crutcher, County Judge NO ACTION NEEDED
- 30. Discuss and take possible action on items discussed in executive session related to settlement offers or other necessary action in the matter of Texas Opioid Litigation; in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587, including consideration of authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding settlement offers from

defendants in the matter of Texas opioid multi-district litigation for the County in the matter of Person of Delta v. Purdue Pharma, L.P. et al. NO APPLOYEDED

- 31. Discuss and take possible action to consider the the adoption of, by Order, a policy regulating and permitting the boring or cutting of county roads or in county road right-of-way, along with the implementation of applicable fees Tanner Crutcher, County Judge
  - I Commissioner Cox make the motion to table until the next Commissioner's Meeting on April  $9^{th}$ , 2024 as presented to the court and Commissioner Roberts Second COURT VOTES 5 TO 0 AYES HAVE IT, MOTION CARRIED
- 32. Conduct a workshop related to the long-term road and bridge capital improvement planning and funding of road and bridge projects from Chapter 312 agreements PILOT payments and USDA grant funding sources Tanner Crutcher, County Judge NO ACTION NEEDED
- 33. Conduct a workshop regarding the obligation of American Rescue Plan Act (ARPA) funding, in accordance with United States Treasury guidance Tanner Crutcher, County Judge NO ACTION NEEDED
- 34. Adjourn @ 10:32 am

I Commissioner Baker I make the motion to adjourn this meeting and Commissioner Cox Second COURT VOTES – 3 TO 0 – AYES HAVE IT, MOTION CARRIED

Janice Roberts, County/District Clerk Delta County, Texas THIS IS TO CERTIFY THAT I, JANICE ROBERTS, COUNTY CLERK DO HEREBY CERTIFY TO THE CORRECTNESS OF THE COMMISIONER MINUTES FOR THE **REGULAR MEETING ON March 26, 2024 MEETING.** 

ON THIS DAY THE OF April 2024.

TANNER CRUTCHER, COUNTY JUDGE

MORGAN BAKER, COMM. PCT. 1

SETH COX, COMM. PCT. 2

**ANTHONY ROBERTS, COMM. PCT. 3** 

MARK BRANTLEY, COMM. PCT. 4

JANICE ROBERTS, COUNTY CLERK

#### SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEME	nts	
010 021 022 023 024 030	GENERAL FUND ROAD & BRIDGE PCT#1 ROAD & BRIDGE PCT#2 ROAD & BRIDGE PCT#3 ROAD & BRIDGE PCT#4 RECORDS MANAGEMENT		64,803.54 331.63 1,732.50 3,956.89 5,028.37 675.00	9,
	TOTAL OF ALL FUNDS		76,527.93	7024
	RECEDING LIST OF BILLS PPROVED FOR PAYMENT BY		DATE:	4-2024
		TANNER CRUTCHER	_	52
	•	MORGAN BAKER		Trust
		SETH COX		to to
		ANTHONY ROBERTS	Us	
		MARK BRANTLEY	_7	Dark Beantly
		DEBBIE HUIE		Sellie Duns

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# AMENDED COUNTY CLERK-DELTA COUNTY, TEXAS PRESERVATION AND ARCHIVE RESTORATION RECORDS PLAN

#### **EXECUTIVE SUMMARY**

The purpose of this document is to define the restoration and preservation, digital capture, storage, retention and management of archived records belonging to the County Clerk's Office. Records maintained in the County Clerk's Office have been identified to fall under the category of "Preservation and Restoration Plan" that will provide reproduction and archiving of such records and assist in maximizing storage space and making records readily available for optimum viewing. It is the intent of the County Clerk to follow guidelines set by the Texas State Library and Archives Commission for preservation of such records.

# **GOAL**

The goal is to reproduce and archive all documents, regardless of type, as efficiently as possible. The County Clerk's Office is also seeking to restore records, suspend or reduce deterioration of public records, improving public access to these documents in a manner that reduces the risk of deterioration.

### SCOPE

The scope of this document includes the following;

- 1. All County Clerk Records filed at the Delta County Courthouse,
- 2. Plans to restore and preserve records of significant historical value,
- 3. Future plans are to improve public access and provide an archive for records that have or will be imaged.

This document addresses the restoration and preservation needs of the County Clerk Records Archive only.

# SECTION ONE; RECORDS IN RESPOSITORY

#### **INVENTORY**

Currently the County Clerk's Office holds over 84 docket books, and 50,000 + files that are related to probate, guardianship, civil, criminal, juvenile, commissioner court records, deeds, other records related to land, mortgages, marks and brands, state and federal tax liens, child support liens, election records, vital records including marriage, birth, death, power of attorney, judgments, mental commitments, Oath and bond records, veteran records, plat maps, financial record/budgets, mechanics and materialman contracts, posted notices and deputation records.

# SECTION TWO; RESTORATION AND PRESERVATION

#### PERMANENT RECORDS

After reducing and or reproducing these records, the County Clerk plans to utilize the space for the growing number of cases and non-case records occurring daily. The reproduction will allow better access to the records and will alleviate over crowding of storage rooms and archive facilities by assisting in eliminating items that are not required to be maintained permanently. Records to be digitized and made available on public terminals.

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Many of the historical records have been encapsulated, ex. probate indexes, minute books, docket books, brand, deed books from 1870

Currently I have microfilmed 244 deed volumes, 18 birth volumes and 5 military discharge volumes. ALL ARE STORED IN A RECORDS STORAGE ROOM THAT IS DESIGNATED FOR THE SAFE KEEPING OF RECORDS THAT IS CLIMATE CONTROLLED.

All scanned images are open to the public in the office. Upon completion of this scanning all deed records will be digitized.

#### SECTION THREE; FUTURE PLANS

The vast majority of permanent records are paper based and subject to wear and tear and loss by theft. Future plans are to continue to improve public access and provide an archive for records that have or will be imaged. Many of the documents are hand written and can be managed by encapsulation.

If and when we will be operating off site, ex. during the Courthouse Restoration, we will be able to access our records from the scanned images and the paper records may be stored.

This will allow additional access to County Court Records and provide an archival method to back-up our imaging system. Images will be backed-up in multiple locations.

Janice Roberts, Delta County Clerk

Date

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Software Package

ACT (which is a Company withing Linebarger Law Firm)

We went and sat thru a demonstration of this Software and we really like how is laid out. I have contacted some of the counties that currently use ACT, all of them raved about their service along with the support that they receive.

The cost is as follows:

Annual Contract Fee for first year + one-time conversion fee \$18,000 Each year after will be \$10,000

Currently we are paying Harris Govern \$20,727, we can't get any help with questions or concerns. We have been with the parent company True Automation since 1997, when they sold to Harris Govern Delta County took a back burner.

Outsourcing of printing.

We currently print, stuff and mail our own statements. This usually cost approximately \$5,500.

We have gotten a quote for Peregrine, which has worked with ACT for the past 10 years. They will print and mail our statements. The price is for paper, envelope, postage, and mailing for \$5,000.



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2915 W. Bitters Rd., Ste. 400 · San Antonio, TX 78248 (210) 403-8670 · 1-877-4ACTTAX · FAX (210) 403-8905 www.acttax.com

# Quote, Tax Collection Software, Delta County

#### I. BASE PRICING FOR ACT SOFTWARE - \$10,000

ACT recognizes that Linebarger Goggan Blair & Sampson (LGBS) has the privilege of representing Delta County in the collection of delinquent property taxes. As part of ACT's value-added pricing as a wholly owned subsidiary of LGBS, the annual fee for the ACT annual software licensing, maintenance and support costs including those that may be required by a third party will be \$10,000 ("Annual Contract Fee"). The Annual Contract Fee is based on an estimated 8,000 number of total parcels.

ACT's Annual Contract Fee includes the use of other modules in addition to the ACT Tax Collection System (TCS) software. Those modules which will be made available to Delta County at no additional cost include TaxLedge (entity remittance software), Permits (TABC beer and liquor fees), and Special Inventory Tracking (SIT). ACT will also include an interactive taxpayer web module with electronic payment capabilities.

#### II. BASE PRICING FOR ACT CONVERSION - \$8,000\*

ACT will charge a one-time data conversion fee for Delta County of \$8,000 to convert all receivables for which the County collects taxes at the time of conversion. If the County consolidates the collection for other taxing units within the County, future conversion rates shall be negotiated but shall be charged a minimum of \$2,500 for each taxing jurisdiction.

If Delta County agrees to utilize the credit card and eCheck payment processing services provided by Usio, ACT's integrated payment processing vendor, ACT will discount the one-time data conversion fee to \$4,000 for Delta County.

#### Standard Pricing

Annual Contract Fee for first year + one-time data conversion fee: \$18,000\*
Annual Contract Fee for subsequent year(s): \$10,000\*\*

#### Discounted Pricing with Usio payment processing services

Annual Contract Fee for first year + one-time data conversion fee: \$14,000\*

Annual Contract Fee for subsequent year(s): \$10,000\*\*

<sup>\*\*</sup>Rates set forth in this pricing proposal will not increase at a rate greater than five percent (5%) per year.

#### **VOL RR**

#### Renee Booth

Peregrine

From:

Tom Stith <tstith@peregrinesolutions.com>

Sent: To: Wednesday, March 20, 2024 11:42 AM

Subject:

Dawn Moody; Renee Booth Delta County / Peregrine

Attachments:

Kaufman.pdf; Gregg.pdf; 110-KAUFMAN-17f-v3-300\_.pdf

Hi Dawn and Renee---

Thank you for emailing me about your tax bills, and was glad to talk with you.

We are a printing and mailing company based in Monroe, LA. We print and mail tax bills for about 100 counties/parish's across the South---Louisiana, Texas, Mississippi, Alabama, New Mexico, Oklahoma, Colorado, etc.

We started working with ACT customers in Texas about 10 years ago, and are one of ACT's recommended print vendors. So we have all of the programming in place to print ACT/TX tax bills. I'm attaching a couple of sample bills we do for different counties, really just to give you an idea of what we do for folks. Your bills wouldn't have to look exactly like either of these or anything---but just wanted to show you some current jobs.

In general your bills will be printed in color (same price as black and white) on 8.5 x 11 paper. Will include a perforation to create a billing stub, and will be printed on 2 sides. Will mail out in a printed #10 envelope---sample attached as well. Most of our customers include a return envelope---but not including/pricing in this job, as Renee said do not currently use. If you decide you'd like to include the price would be an additional .02 for the return envelope.

<u>Pricing for this package would be .105 per bill.</u> This includes the bill, the outgoing envelope, all printing, inserting, sorting, taking to USPS etc.

The only additional cost would be USPS postage. We run your mailings addresses through USPS presort software, which gets you the lowest postage price available. Not sure how much you know about USPS presort postage, but when getting this rate, USPS doesn't offer just 1 rate---they have tiered rates that they assign each address in your mailing based on their factors. USPS had an increase at end of January. At this time, the lowest USPS presort rate is .507. Some of your pieces won't qualify at that rate for one USPS reason or another though---so right now we are averaging about .527 on postage for tax bill mailings. Postage is just a pass through cost for us---will charge you whatever USPS charges.

We don't charge any sort of set-up or programming fee.

A few general notes in 1 place:

- 1. If you decide to use us, we'll do some initial prep work before mailing---but nothing major.
- 2. When the time comes ACT would send us your billing file.
- 3. We'd put together proofs for you.
- 4. Once approved, would mail in 72 hours or less.
- 5. We bill for the whole job after the mailing is complete.
- 6. We provide a PDF of every bill that ACT will load into your system. That way you can pull up bills later as needed.
- 7. We do the same pricing for October bill runs, and then May delinquent bill runs.
- 8. You'd work with me pretty much at all times.

Would be glad to w 10 th RRil. Let me know if I've missed anything or if you have 2/4620643

Appreciate it, Tom

Tom Stith
Peregrine Services Inc
(913) 972-2734
tstith@peregrinesolutions.com

# **2026 LKRYUFMAN COUNTY TAX STAPLICE 6412**

Eleressa Hloyd, Pax Assessor/Collector Kaufman County Lexas aufman(Compy Tax Office by telephone art (469) 376-4596 or by chall at P10 \ BOX 339 Kaufman Portfolio# ACCOUNT NUMBER: 199892 LEGAL DESCRIPTION: CAD Number: 00147800300006000100 OWNER NAME AND ADDRESS: ACREAGE: .1969 ALEXANDER THOMAS JR HEARTLAND PH 10B, BLOCK 30, LOT 6; & 3814 ELKHORN LN HOUSE **HEARTLAND TX 75126** 3814 ELKHORN LN 75126 APPRAISAB RESCUES TO TALL AND AG /Other ASSESSMENT SHOW, Solve See, 500 EXEMPTIONS TAC TO the TOTAL AG /OTHER SEE, 500 EXEMPTIONS TAC TO the TOTAL AG /OTHER SEE, 500 EXEMPTIONS TAC TO the TOTAL AG /OTHER SEE, 500 EXEMPTIONS TAC TO THE SEE, 500 EXEMPTION TO THE SECONDAL AGE /OTHER SECOND Improvements And Minerals 120 (Cotal Appraised 120) \$275,604 \$358,104 HOMESTEAD \$275,604 \$358,104 \$358,104 Taxing UDM HS[Cap] Exempt ETaxable? 4 TaxiRate Unitset SHES Value Amount Syane (2) Per 5100 KAUFMAN Elebruary # \$8,091.55 \$36,970 \$36,970 \$321,134 .32895800 \$1,056,40 COUNTY ROAD & SRIDGE 0% \$36,970 \$36,970 \$321,134 .08250000 \$264,94 Vcc 0% \$36,970 \$36,970 \$321,134 ,11099000 \$355,43 CRANDAL 0% \$36,970 \$138,970 \$2,585,50 \$221,134 1.1692000 ISD ESD #7 0% \$36,970 \$36,970 \$321,134 .08727000 \$280.25 and will be considered delinquent Rebruary 1, 2024 KC MUD #14 0% \$36,970 \$36,970 .94000000 \$3,018.66 \$321,134 2023 Base Tax Levy: \$7,562,18 Prior Year Delinquent Taxes Due on November 1, 2023: Total Hax Due by January 31-2024 is: \$.00 \$7.562.18 → Pay by credit card, debit card or e-check online at www.kaufmantax.net or call 1-866-549-1010 and Bureau Code-5499044. Service charge applies. → Without a city sales tax, your tax would increase by If your account has an over 65 or disabled homestead exemption on it; you may choose to pay your taxes in four, quarterly installment payments: If you qualify for this quarterly installment payments if you qualify for this quarterly installment payment plan on you who mestead account the installment amounts and due dates are shown below. See the blue sheet for more information. 1<sup>ST</sup> payment of DUE BY JANUARY 31, 2024 3RD payment of **DUE BY MAY 31, 2024** 

DUE BY MARCH 31, 2024

4TH payment of

TOTAL AMOUNT/DUE BY/JANUARY/31/2024 - 97 - 27 \$7/56218 GIAMOUNE PAID 1

res Partial payments will be accepted see we will be

2<sup>ND</sup> payment of

Make checks playable to spleresspecial flave Assessor, and mailtoid from THERESSA FLOVID. KAURMAN COUNTY HAX OFFICE R::0::B0X:339 KAUFMAN TX 75142

**DUE BY JULY 31, 2024** 

CONTROLLING TO THE PROPERTY OF THE PROPERTY OF





# **VOL RR**

# **PAGE 645**

YEAR		1	2	3	201	401	514	
2023	APPRAISED	\$358,104	\$358,104	\$358,104	\$358,104	\$358,104	\$358,104	
5th Yr	% DIFF							
	TAX VALUE	\$321,134	\$321,134	\$321,134	\$221,134	\$321,134	\$321,134	
Sth Yr	% DIFF							
	TAX RATE	.32895800	.08250000	.110990001	1.1692000	.08727000	.94000000	
5th Yr	% DIFF							
	LEVY	\$1,056.40	\$254.94	\$356.43	\$2,585.50	\$280.25	\$3,018,661	
"Yr	% DIFF						7.80	
Prev	% DIFF							
Yr		4.63	28.89	5.72	-24.24	29.20	5.51	
2022	TAX VALUE	\$291,940	\$291,940	\$291,940	\$251,940	\$291,940	\$291,940	
	TAX RATE	.34585000	,07041200	.11549000	1,3546000	.07430000	.98000000	
	LEVY	\$1,009.67	\$205.56	\$337.16	\$3,412.78	\$216.91	\$2,861.01	
	% DIFF	121	-4.60	-6,62	3,47	10.00	7.80	
2021	TAX VALUE	\$265,400	\$265,400	\$265,400	\$240,400	\$265,400	\$265,400	
	TAX RATE	.37998500	.08118600	,13605000	1,3720000	.07430000	1,0000000	
	LEVY	\$1,008.48	\$215,47	\$361,081	\$3,298,29	\$197.19	\$2,654.001	
	% DIFF	577,56	579.93	629.01	571.12	642.43	642.38	
2020	TAX VALUE	\$35,750	\$35,750	\$35,750	\$35,750	\$35,750	\$35,750	
	TAX RATE	.416322001	.08863500	.13854000	1,3747000	.074300001	1,0000000	
	LEVY	\$148,841	\$31,69	\$49.53	\$491,46	\$25,56	\$357.50	
	% DIFF	50.65	43.72	58,90	48.591	58.85	58.891	
2019	TAX VALUE	\$22,500	\$22,500	\$22,5001	\$22,500	\$22,500	\$22,5001	<del></del>
_ ")	TAX RATE	.439122001	.09799000	.13854000	1,4700000	.07430000	1,000000	
	LEVY	\$98,801	\$22.05	\$31.17	\$330.75	\$16.72	\$225.00	
	% DIFF					*,,		
2018	TAX VALUE							
	TAX RATE							
	LEVY				····			
SD	Rate: 202	M&O .85460000	1&S .50000000 T	OTAL 1.3546000	<u> </u>		······································	<u> </u>
RAND		2 M&O .66920000						

5 YEAR HISTORY: (As per section 31.01(c-11) of the Texas Property Tax Code) NOTE: Blanks means no data is available.

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in the case where property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THE DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT OF THE PAYMENT OF THESE TAXES.

If the Texas Legislature had not enacted property tax relief legislation during the 2023 legislative session, your tax bill would have been \$8,534.43. Because of action by the Texas Legislature, your tax bill has been lowered by \$972.25, resulting in a lower tax bill of \$7,562.18, contingent on the approval by the voters at an election to be held November 7, 2023, of the constitutional amendment proposed by H.J.R. 2, 88th Legislature, 2nd Called Session, 2023. If that constitutional amendment is not approved by the voters at the election, a supplemental tax bill in the amount of \$8,534.43 will be mailed to you.



MICHELLE TERRY, PCAC TAX ASSESSOR-COLLECTOR **GREGG COUNTY** P.O. BOX 1431 LONGVIEW, TX 75606-1431 PHONE: (903) 237-2552

RETURN SERVICE REQUESTED

ALES JASON A & LISA C 611 GEMI DR WHITE OAK TX 75604

Ad valorem taxes are due upon receipt and become delinquent on February 1st.

If you are 65 years of age or older or are disabled and the property described in this document is your residence homestead, you should contact the Gregg Appraisal District at 903-238-8823 regarding any entitlement you may have to a postponement of the payment of these fees.

Discounts apply only to: Gregg County, Gregg County Road & Bridge, City of Clarksville City, City of Lakeport, City of White Oak, and Spring Hill ISD.

LT 6 BLK 2 RUTHLYNN TERRACE

Acct No:

CAD NO:

Legal Acres:

Parcel Address: 611 GEMI DR 75604

64367

61700000020060002

.3090

Marke	t Value		•	praised Value	Assesse		Homestead	Productivity	Non-Qualifying
Land	Improv	ement	001)	% Assessment Ratio)	Value	Cap	Value	Value	Value
\$12,600	\$214	,350		\$226,950	\$226,95	0	\$226,950		
Taxing Ur	iit	Apprais	sed		Exemption	s	Taxable	Tax	Tax
		Value	₽	Code		Value	Value	Rate	
GREGG COUN	ΙΤΥ	\$226	,950		ном	\$45,390	\$181,560	.27407300	\$497.61
SPECIAL-RD &	BRIDGE	\$226	,950		ном	\$48,390	\$178,560	.00399300	\$7.13
LONGVIEW CI	TY	\$226	,950		ном	\$0	\$226,950	.56190000°	\$1,275,23
1					Ì		1		

GREGG COUNTY taxes reduced by \$317.37 due to additional sales tax. LONGVIEW CITY taxes reduced by \$190.43 due to additional sales tax.

# Total Tax Due Before October 31, 2023 is \$1,764.83

PLEASE TEAR AT THE DOTTED LINE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

TAXES BECOME DELINQUENT FEB 1, 2024 - AMOUNT DUE IF PAID BY THE END OF:

OCT 2023 -3%	NOV 2023 -2%	DEC 2023 -1%	JAN 2024	FEB 2024 +7%	MAR 2024 +9%
\$1,764.83	\$1,769.88	\$1,774.92	\$1,779.97	\$1,904.57	\$1,940.16

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Michelle Terry, PCAC . Gregg County Tax Assessor-Collector

P.O. Box 1431 • Longview, Texas 75606-1431 • (903) 237-2552









CREDIT AND DEBIT CARDS ARE ACCEPTED OVER THE COUNTER, BY PHONE (1-800-206-8524) BUREAU CODE 6844546, AND ONLINE AT WWW.CO.GREGG.TX.US. A FEE WILL BE CHARGED FOR THIS CONVENIENCE. ELECTRONIC CHECKS (ACH) ARE ALSO AVAILABLE BY PHONE AND ONLINE.

RECEIPTS UPON REQUEST

AMOUNT	PAID:	

079275

կորթիլիանիագնիրիլիիիիիլիիիլիիոննանի ALES JASON A & LISA C 611 GEMI DR LONGVIEW TX 75604-1815

64367 .



**PAGE 647** 

#### IMPORTANT 2023 TAX YEAR COMPARISON INFORMATION

In accordance with Senate Bill #18 passed during the 2005 Legislative Session, the 2023 tax comparison information is furnished below. The 2023 assessed value, taxable value, tax rate, and the tax amount due is compared to the 2018 tax year information. The percentage increase/decrease is expressed for each comparison. The percentage increase/decrease in the taxes calculated is also compared to each prior year since the 2018 tax year.

TAX/1847	YEAR:	2023	2022	2021	2020	2019	2018	5TH YEAR
TAXING JURISDICTION	APPRAISED VALUE	\$226,950	\$234,370	\$145,930	\$144,160	\$143,420	\$140,900	61.07
GGG	Taxable Value	\$181,560	\$187,496	\$116,744	\$115,328	\$114,736	\$112,720	61.07
	Tax Rate	.27407300	.27694000		.25720000	.25720000	.25720000	6.5600000
	Levy	\$497,61	\$519.25	\$341.13	\$296.62	\$295.10	\$289.92	71.64
	% Difference	-4,17	52.21	15.01	.52	1.79		
RDB	Taxable Value	\$178,560	\$184,496	\$113,744	\$112,328	\$111,736	\$109,720	62.74
	Tax Rate	.00399300	.00476000	.00530000	,00530000	,00530000	.00530000	-24,66000
	Levy	\$7.13	\$8.78	\$6.03	\$5.95	\$5.92	- \$5.82	22,51
	% Difference	-18.79	45.61	1.34	.51	1.72		
CLV	Taxable Value	\$226,950	\$234,370	\$145,930	\$144,160	\$143,420		61.07
	Tax Rate	.56190000	.57890000	.55890000	.55890000	.55890000		10.200000
•	Levy	\$1,275.23	\$1,356,77	\$815.60	\$805.71	\$801.57	\$718.45	77.50
	% Difference	-6.01	66.35	1.23	.52	11.57		
	Taxable Value	ļ						
	Tax Rate				į			
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1	1 30 DINELEUCE	1	į.	l .	1	i	l .	Į.

PENALTY IS ADDED FEBRUARY 1ST AT THE RATE OF 6% AND INCREASES TO MAXIMUM OF 12% JULY 1ST. INTEREST IS ADDED FEBRUARY 1ST AT THE RATE OF 1% AND INCREASES AN ADDITIONAL 1% PER MONTH UNTIL THE BALANCE IS PAID. VOL RR PAGE 648



Kaufman County Tax Bills — #10 Window Envelope







**TERESSA FLOYD** 

TAX ASSESSOR-COLLECTOR KAUFMAN COUNTY P.O. BOX 339 KAUFMAN, TX 75142-0339 PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
PEREGRINE

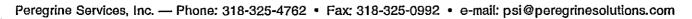
-OPEN IMMEDIATELYIMPORTANT TAX INFORMATION ENCLOSED

RETURN SERVICE REQUESTED











# **VOL RR**

#### Renee Booth

PAGE 649 EREGRINE

From:

Tom Stith <tstith@peregrinesolutions.com>

Sent:

Wednesday, March 20, 2024 9:07 AM

To:

Renee Booth

Subject:

RE: Delta County Tax Statements :

Hi Renee----

Here is my contact info. Will get pricing put together for you this week.

Thanks, Tom

Tom Stith
Peregrine Services Inc
(913) 972-2734
tstith@peregrinesolutions.com

From: Renee Booth <rbooth@deltacountytx.com>

Sent: Wednesday, March 20, 2024 8:14 AM

To: tstith@peregrinesolutions.com
Subject: Delta County Tax Statements

Good morning. Thank you for your timely response to our email. Attached you will find a copy of our current tax statements. We currently use True Automation/Harris Govern software. We do all of our statements in house, from printing to mailing. We have attended a presentation of the ACT software and are looking very closely at converting to them in the very near future.

(We duplex our statements as to save the County paper.)

#### Renee Booth

Chief Deputy TAC Delta County, Texas 200 W Dallas Ave. Cooper, Texas 75432 903-395-4400 x 229

\	/OL RR	DELTA CO	UNTY, TEXAS	<b>PAGE 650</b>	
	BUDGERUNE				
Date: 4/9/24					
Department(s):	County Attorney				İ
Explanation of Request	Purchasing laptop compu	ter for Assistant Co	ounty Attorney		
Transfer From: Line Item #	Line/Item:Name	Dollar Amount	Transfer to Line Item#	Line Item Name	Dollar Amount
010-475-427	Education/Travel	\$ 500.00	010-475-570	Capital Investments	\$ 500.00
<u> </u>					
					<u> </u>
					-
	    Tiotal Amount Of Transf	er \$.500,000		  ≰Total⊧Amount∢Of∜liransfe	] f/(\$\;500\00\}}
<b>,</b>					
Edgar J. C	Garrett O OFFICIAL/DEPARTMENT	- WEAD	Edgar J. C	Garrett OFFICIAL/DEPARTMENT	UEAD
ELECTEL	4/5/24	HEAD	ELECIEL	4/5/24	REAU
	DATE			DATE	
ļ	DA12	Tanner Crutche	r	_, <b>_</b>	
		COUNT	JUDGE	<b>-</b> ,	
ļ		4/9/24			
1		DA	TE		

Fund Name

BUDGET TRANSFERS APPROVAL REPORT 9DH24 DEPARTMENT REQUEST-CO. ATTY

Difference

TOTAL COUNTY ATTORNEY

.00

TANNER CRUTCHER

MORGAN BAKER

SETH COX

ANTHONY ROBERTS

MARK BRANTLEY

DEBBIE HUIE

(2,4)

THIS LIST WAS REVIEWED AND APPROVED.

04/09/2024 2024 BUDGET TRANSFERS POSTED PAGE 1 DELTA\_COUNTY VOL RR

TRANSFER #: 9DH24 BUD022 **PAGE 652** From To Amount G/L Code Account Name Amount 500.00 010-475-427 EDUCATION/TRAVEL 010-475-570 CAPITAL INVESTMENTS 500.00 ========= =========== 500.00

500.00

03/25/2024 2024 BUDGET TRANSFERS WORKSHEET PAGE 1
DELTA\_COUNTY OL RR

From Amount G/L Code Account Name To Amount

500.00 010-475-427 EDUCATION/TRAVEL 010-475-570 CAPITAL INVESTMENTS 500.00

500.00

500.00

03/25/2024 **15:30:55 RR** 

BUDGET TRANSFERS APPROVAL REPORT 9DH24 DEPARTMENT REQUEST-CO. ATTY PAGE 65/BUD020 PAGE

 Year GL Account Name
 Date
 Original Amount
 New Amount
 Difference
 Clerk

 2024 010-475-427 EDUCATION/TRAVEL 2024 010-475-570 CAPITAL INVESTMENTS
 03/25/2024 0365.00
 500.00 865.00
 500.00 500.00 D

 TOTAL COUNTY ATTORNEY
 Total Transfers
 2 Total Changes
 .00

#### STATEMENT OF EXPENSES FOR APRIL

PAGE 655 PAGE

#### GENERAL FUND

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUAL REMAINING P	
2024 010-475-102 2024 010-475-103 2024 010-475-103 2024 010-475-105 2024 010-475-203 2024 010-475-203 2024 010-475-203 2024 010-475-203 2024 010-475-203 2024 010-475-313 2024 010-475-313 2024 010-475-403 2024 010-475-423 2024 010-475-423 2024 010-475-423 2024 010-475-423 2024 010-475-423 2024 010-475-423	2 SUPPLEMENTAL 3 ASSISTANT COUNTY ATTORNEY 5 CO ATTY SECRETARY 1 LONGEVITY PAY 1 PAYROLL TAXES 3 RETIREMENT 2 WORKERS COMP 5 UNEMPLOYMENT 6 DEATH BENEFIT 7 OPERATING SUPPLIES 1 EDOC PROGRAM 2 COMPUTER SOFTWARE UPGRADE 3 DUES & SUBSCRIPTIONS 6 OTHER 7 CAPITAL INVESTMENTS 7 LAW LIBRARY 7 TOTAL COUNTY ATTORNEY	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 50,000.00 23,333.00 50,000.00 30,497.23 .00 15,886.02 15,383.02 1,703.41 47.92 934.48 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	.00 1,923.08 897.43 1,923.08 1,172.97 .00 451.89 507.05 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,846.20 13,461.45 1,923.08 17,594.55 .00 4,109.25 5,479.75 437.40 290.17 .00 .00 .00 .00 260.00 118.00 829.00 743.00 74,098.89	.009 57.669 57.689 57.699 25.6689 25.6689 31.000 .000 86.004 74.399	.00 21,153.80 9,871.55 48,076.92 12,902.68 11,776.77 9,903.27 1,266.01 40.88 644.31 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	.00 42.31 96.35 42.31 .00 74.13 64.38 74.32 85.31 68.95 .00 .00 13.33 18.00-* 4.16 25.70 61.01
	FINAL TOTAL	.00	190.050.08	7,818.49	74,098.89	38.99	115,951.19	61.01

#### STATEMENT OF EXPENSES FOR MARCH

#### GENERAL FUND

PAGE 656 PAGE

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUA REMAINING	
2024 010-475-101 2024 010-475-102 2024 010-475-105 2024 010-475-105 2024 010-475-201 2024 010-475-201 2024 010-475-204 2024 010-475-204 2024 010-475-207 2024 010-475-310 2024 010-475-401 2024 010-475-402 2024 010-475-402 2024 010-475-402 2024 010-475-402 2024 010-475-402 2024 010-475-490	SUPPLEMENTAL ASSISTANT COUNTY ATTORNEY CO ATTY SECRETARY LONGEVITY PAY PAYROLL TAXES RETIREMENT WORKERS COMP UNEMPLOYMENT DEATH BENEFIT OPERATING SUPPLIES EDOC PROGRAM COMPUTER SOFTWARE UPGRADE EDUCATION/TRAVEL DUES & SUBSCRIPTIONS OTHER CAPITAL INVESTMENTS	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	50,000.00 23,333.00 30,497.23 .00 7,943.01 10,383.02 904.05 15.25 467.24 .00 .00 .00 500.00 300.00 100.00 365.00 1,000.00	3,846.16 1,794.86 2,345.94 .00 609.56 684.48 160.28 3.52 39.14 .00 .00 .00 .00	.00 26,923.12 12,564.02 16,421.58 .00 3,657.36 4,972.70 437.40 7.04 261.18 .00 .00 .00 .175.00 118.00 743.00	.00 53.85 53.85 .00 46.05 47.89 48.38 46.16 55.90 .00 .00 .00 .00 58.33 118.00 74.30 52.68	23,076.88 10,768.98 10,768.98 14,075.65 .00 4,285.65 5,410.32 466.65 8.21 206.06 .00 .00 .00 .00 125.00 18.00- 365.00 257.00	100.00 25.70 47.32
	FINAL TOTAL	.00	125,807.80	9,483.94	66,280.40	52.68	59,527.40	47.32

# **VOL RR**

# **PAGE 657**



1420 FM 71 E Sulphur Springs, Tx 75482 903-335-7581 Quote

DATE:

Quote#

**Customer ID** 

3/	19/2024
	25
Delta	

# Proposal For:

Delta County (Attorneys Office) 200 W Dallas Ave Cooper TX 75432

DESCRIPTION		AMOUNT
HP 255 G9 Laptop 15.6 in		
AMD Ryzen 5 6 Core Processor		
16gb Ram		
Windows 11 Pro		
512 Gb SSD		
3Yr Manufacturer Warranty with Accidental Protection		829.00
		1
// N.		
010-409-490		
010-409-490		
	SUBTOTAL	\$829.00
	TAX RATE	0.000%
	TAX	\$0.00
Signature:	N-	desarrollar de la companya della companya della companya de la companya della com
	TOTAL	\$829.00
Date:		

	VOL RR			PAGE 658			
4.4	* Budestuni	ZITTEM TRA	NSFERRE	DUEST FORM 💸			
<b>Vate:</b> 4/9/24							
Department(s)	Non-Departmental						
Explanation of Request	Transfer Funds (continge	ncy) to Telephone N	vlaintenance for R-N	Network Solutions Upgrades			
Transfer From Line Item#	Line/Item®Name/	Dollar Amount	Transfer to Line Item#	Eine Item Name	Dollar Amount		
010-409-700	Transfer Funds	\$ 16,350.00	010-409-421	Telephone Maintenance	\$ 16,350.00		
			<u> </u>				
		-					
	_		<u> </u>				
-					-		
	A-410						
	∜Total Amount Of Trans	jer \$116\350:00		arotal Amount Officiansfe	na\$/16 350 00\}		
<b>\</b>			T	A			
	Crutcher	TUEAD	Tanner C		HEAD		
ELECIA	ELECTED OFFICIAL/DEPARTMENT HEAD  ELECTED OFFICIAL/DEPARTMENT HEAD						
	4/5/24 4/5/24 A/5/24 DATE						
	<b>VALE</b>	Tanner Crutche	or	•			
		COUNT	Y JUDGE	_			
		4/9/24					
			ATF.				

.

Fund Name

Difference

TOTAL NON-DEPARTMENTAL

.00

TANNER CRUTCHER

MORGAN BAKER

SETH COX

ANTHONY ROBERTS

MARK BRANTLEY

DEBBIE HUIE

THIS LIST WAS REVIEWED AND APPROVED.

04/09/2024 2024 BUDGET TRANSFERS POSTED PAGE 1 DELTA COUNTY TRANSFER #: 11DH24 BUD022 **PAGE 660 VOL RR** From To G/L Code Account Name Amount Amount 16,350.00 010-409-700 TRANSFER FUNDS 010-409-421 TELEPHONE MAINTENANCE 16,350.00 ========== \_\_\_\_\_ 16,350.00

16,350.00

04/05/2024 DELTA_COUNTY	2024 <b>DL RR</b>	BUDGET TRANSFERS WORKS TRANSFER #: 11DH24	PAGE 661	PAGE 1 BUD022
From Amount	G/L Code	Account Name		To Amount
16,350.00	010-409-700 010-409-421	TRANSFER FUNDS TELEPHONE MAINTENANCE		16,350.00
16,350.00			==	16,350.00

04/05/2024 10:27:15 VOI RR BUDGET TRANSFERS APPROVAL REPORT 11DH24 COMMISSIONERS COURT REQUEST

PAGE 662 PAGE

Year GL Account Name

Date
Original Amount
New Amount
Difference Clerk

2024 010-409-421 TELEPHONE MAINTENANCE
2024 010-409-700 TRANSFER FUNDS

04/05/2024
04/05/2024
TOTAL NON-DEPARTMENTAL

Total Transfers
2 Total Changes
.00

#### PAGE 663 PAGE

GENERAL FUND

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D		L **** PERCENT	**** ACTUA REMAINING	L ***** PERCENT
0004 040 400 004	ACCOUNT NAME  NON-DEPARTMENTAL EMPLOYEE HEALTH INSURANCE WORKMAN COMP COUNTY OFFICE SUPPLIES POSTAGE POSTAGE METER RENT MURDER TRIAL OTHER GOVERNMENTS I TICKET OUTSIDE COUNTY AUDIT PC 30 CRIMES SOFTWARE TELEPHONE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT GRANTS CONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	ENCUMBRANCE .00 .00 .00 .00 .00 .00 .00 .00	BUDGET  30.00 1,116.00 8,000.00 7,000.00 2,856.66 4.00 72,614.95 .00 18,000.00 18,900.00	M-T-D .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	Y-T-D .00 .00 582.00 3,489.92 3,723.98 1,343.34 .00 56,791.87 .00 .00 .00 .00	PERCENT .00 .00 52.15 43.62 53.20 47.02 .00 78.21 .00 .00 .00 105.87	REMAINING  .00 30.00 534.00 4,510.08 3,276.02 1,513.32 .00 15,823.08 .00 18,000.00 1,110.00-	PERCENT  .00 100.00 47.85 56.38 46.80 52.98 .00 21.79 .00 100.00 5.87-*
2024 010-409-420 2024 010-409-420 2024 010-409-450 2024 010-409-450 2024 010-409-453 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-490 2024 010-409-490	TELEPHONE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT	.00	11,533.61 24,350.00 5,000.00 159,805.86 40,000.00 13,500.00 31,000.00 200.00 6,275.00	933.19 5,000.00 1,684.00 6,340.66 338.04 .00 .00 .00 75.19	6,537.83 10,000.00 2,753.50 79,535.62 32,476.61 7,580.33 .00 18,516.00 1,976.71	56.69 41.07 55.07 49.77 81.19 56.15 .00 59.73	4,995.78 14,350.00 2,246.50 80,270.24 7,523.39 5,919.67 .00 12,484.00 200.00 4,298.29	43.31 58.93 44.923 18.85 40.27 100.00 68.50 86.53
2024 010-409-550 2024 010-409-570 2024 010-409-580 2024 010-409-581 2024 010-409-610 2024 010-409-650 2024 010-409-700	GRANTS GRANTS GONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00	148,500.00 15,000.00 .00 .00 .00 .00 191,971.96 775,654.04	.00 .00 .00 .00 .00 .00 .00	19,998.00 .00 .00 .00 .00 .00 .00 .00 265,315.71	13.47 .00 .00 .00 .00 .00 .00 .00	128,502.00 .00 .00 .00 .00 .00 .00 .00	100.00 100.00 .00 .00 .00 .00 100.00 65.79
	FINAL TOTAL	.00	775,654.04	36,439.87	265,315.71	34.21	510,338.33	65.79

DATE 04/05/2024 10:28 51.40% OF YEAR COMPLETED

#### STATEMENT OF EXPENSES FOR APRIL GENERAL FUND

PAGE 664 PAGE 1

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUA REMAINING	
2024 010-409-202 2024 010-409-204 2024 010-409-310 2024 010-409-311 2024 010-409-311 2024 010-409-400 2024 010-409-401 2024 010-409-401 2024 010-409-402 2024 010-409-403 2024 010-409-404 2024 010-409-408 2024 010-409-421 2024 010-409-421 2024 010-409-453 2024 010-409-453 2024 010-409-453 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-483 2024 010-409-550 2024 010-409-550 2024 010-409-550 2024 010-409-570 2024 010-409-580 2024 010-409-580	NON-DEPARTMENTAL EMPLOYEE HEALTH INSURANCE WORKMAN COMP COUNTY OFFICE SUPPLIES POSTAGE POSTAGE METER RENT MURDER TRIAL OTHER GOVERNMENTS I TICKET OUTSIDE COUNTY AUDIT PC 30 CRIMES SOFTWARE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT GRANTS CONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	30.00 30.00 1,116.00 8,000.00 7,000.00 2,856.66 .00 72,614.95 18,000.00 18,900.00 11,533.61 8,000.00 159,805.86 40,000.00 13,500.00 13,500.00 31,000.00 6,275.00 148,500.00 15,000.00 15,000.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.000 52.620 47.020 78.210 .000 105.650 59.719 562.5077 491.115 .000 105.650 59.700 31.600 .000 .000	30.00 30.00 534.00 4,510.08 3,276.02 1,513.32 15,823.08 18,000.00 1,110.00- 4,995.78 3,000.00 2,246.50 80,270.24 7,523.39 5,919.67 12,484.00 12,484.00 12,498.29 12,498.29 12,484.00 12,298.29 12,484.00 12,298.29 12,484.00 12,000.00 12,000.00 15,000.00	.00 100.00 47.85 56.38 46.80 52.98 21.79 100.000 5.831 37.93 50.881 43.31 44.93 50.23 188.85 40.27 100.50 86.50 86.50 100.00
2024 010-409-650	INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00 .00 .00	.00 232,321.96 799,654.04	.00 .00 31,439.87	.00 .00 260,315.71	.00 .00 32.55	.00 232,321.96 539,338.33	.00 100.00 67.45
	FINAL TOTAL	.00	799,654.04	31,439.87	260,315.71	32.55	539,338.33	67.45

Ī	,	VOL RR			PAGE 665	
	Na Cast	BUDGETUN	ENTEWNIRA	NSFER RE	DUESTIFORM:	
7	Date: 4/9/24			· · · · · · · · · · · · · · · · · · ·		
	Department(s):	Non-Departmental   Cou	rthouse			
	Explanation of Request:	Transfer Funds (conting	ency) to Repairs for	Courthouse Repairs	3	
	Transfer From Line Item#. 8		Dollar Amount	Transfer to Line Item:#	Linelitem Name	□Dollar/ Amount
	010-409-700	Transfer Funds	\$ 10,000.00	010-510-352	Repairs	\$ 10,000.00
		<del>                                     </del>	<del></del>			
		Joial Amount Of Mirans	fer \$210.000.000	<u> </u>	Flotal Amount Of Trans	fer;:\$\(\frac{1}{2}\)(0.0000003
	) Tanner C	rutcher		Tanner C	rutcher	
	ELECTE	O OFFICIAL/DEPARTMEN	IT HEAD	ELECTE	O OFFICIAL/DEPARTMEN	NT HEAD
		4/5/24			4/5/24	
		DATE			DATE	
			Tanner Crutche		_	
			4/9/24	Y JUDGE		
	}					

Fund Name

Difference

TOTAL NON-DEPARTMENTAL

10,000.00-

TOTAL COURTHOUSE

10,000.00

TANNER CRUTCHER

MORGAN BAKER

SETH COX

ANTHONY ROBERTS

MARK BRANTLEY

DEBBIE HUIE

THIS LIST WAS REVIEWED AND APPROVED.

04/09/2024 DELTA_COUNTY	2024 <b>OL RR</b>	BUDGET TRANSFERS POSTED TRANSFER #: 12DH24	PAGE 667	PAGE 1 BUD022
From Amount	G/L Code	Account Name		To Amount
10,000.00	010-409-700 010-510-352	TRANSFER FUNDS REPAIRS		10,000.00
10,000.00			==	10,000.00

04/05/2024 DELTA_COUNTY	2024 <b>DL RR</b>	BUDGET TRANSFERS WORKSHEET TRANSFER #: 12DH24 PAGE 668	PAGE 1 BUD022
From Amount	G/L Code	Account Name	To Amount
10,000.00	010-409-700 010-510-352	TRANSFER FUNDS REPAIRS	10,000.00
10,000.00			10,000.00

04/05/2024 13:27:40 **VOL RR** 

BUDGET TRANSFERS APPROVAL REPORT 12DH24 COMMISSIONERS COURT REQUEST

PAGE 669

1

Year GL Account Name	Date Ori	ginal Amount		New Amount	Difference	Clerk
2024 010-409-700 TRANSFER FUNDS	04/05/2024	232,321.96		222,321.96	10,000.00-	D
TOTAL NON-DEPARTMENTAL	Total	l Transfers	1	Total Changes	10,000.00-	
2024 010-510-352 REPAIRS	04/05/2024	105,933.21		115,933.21	10,000.00	D
TOTAL COURTHOUSE	Tota	l Transfers	1	Total Changes	10,000.00	

#### STATEMENT OF EXPENSES FOR APRIL

GENERAL FUND

PAGE 670<sup>06</sup> PAGE

ACCOUNT NO	ACCOUNT NAME	EMCIMODANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA	L **** PERCENT	**** ACTUAL	
ACCOONT NO	ACCOUNT NAME	ENCOMBRANCE			1-1-D	FRICEIAI	MINAMAN I	LINCLIA
2024 010-409-000	NON-DEPARTMENTAL	0.0	0.0	.00	.00	.00	.00	.00
2024 010-409-202	EMPLOYEE HEALTH INSURANCE	- 00	.00 30.00	- 00	.00	.00	30.00	100.00
2024 010-409-204	WORKMAN COMP	. 00	1,116.00	- 00	582.00	52.15	534.00	47.85
2024 010-409-310	COUNTY OFFICE SUPPLIES	.00	8,000.00	. ŏŏ	3,489.92	43.62	4.510.08	56.38
2024 010-409-311	POSTAGE	.00	7,000.00	.00	3,723.98	53.20	4,510.08 3,276.02	46.80
2024 010-409-312	POSTAGE METER RENT	ññ	2,856.66	. 00	1,343.34	47.02	1,513.32	46.80 52.98
2024 010-409-400	MURDER TRIAL	00	.00	.00	.00	.00	.00	.00 21.79
2024 010-409-401	OTHER GOVERNMENTS	.00	72,614.95	22,068.79	56,791.87	78.21	15,823.08	21.79
2024 010-409-402	I TICKET	.00	.00	.00	.00	.00	.00	.00
2024 010-409-403	OUTSIDE COUNTY AUDIT	.00	18,000.00	.00	.00	.00	18,000.00	100.00
2024 010-409-404	PC 30	.00	.00	.00	.00	.00	.00	.00
2024 010-409-408	CRIMES SOFTWARE	. 00	18,900.00	.00	20.010.00	105.87	1.110.00-	5.87-*
2024 010-409-420	TELEPHONE	.00	11,533.61	933.19	20,010.00 6,537.83	56.69	4.995.78	43.31
2024 010-409-421	TELEPHONE MAINTENANCE	.00	8,000.00	5,000.00	10.000.00	125.00	2,000.00-	ጋፍ በበ⊷*
2024 010-409-430	PUBLIC NOTICE	.00	5,000.00	1,684.00	10,000.00 2,753.50	55.07	2,000.00- 2,246.50	44.93
2024 010-409-451	ELEVATOR MAINTENANCE	.00	159,805.86	.00	79,535.62	49.77	80,270.24	50.23
2024 010-409-452	COMPUTER MAINTENANCE	.00	40,000.00	6.340.66	32,476.61	81.19 56.15	80,270.24 7,523.39	44.93 50.23 18.81 43.85
2024 010-409-453	COPY MACHINE	.00	13,500.00	6,340.66 338.04	7,580.33	56.15	5,919.67	43.85
2024 010-409-481	AIRMED CARE DUES	.00	.00	-00	.00	.00	.00	.00
2024 010-409-482	INSURANCE	.00	31,000.00	.00	18,516.00	59.73	12,484.00	40.27
2024 010-409-483	CYBERSECURITY TRAINING	.00	31,000.00 200.00	.00	.00	.00	200.00	100.00
2024 010-409-490	MISCELLANEOUS	.00	6,275.00	75.19	1,976.71	31.50	4,298.29	68.50
2024 010-409-491	ECONOMIC DEVELOPMENT	.00	.00	-00	.00	.00	.00	.00
2024 010-409-550	GRANTS	.00	148,500.00	.00	19,998.00	13.47	128,502.00	86.53
2024 010-409-560	CONTINGENCY	.00	.00	.00	.00	.00	.00	.00
2024 010-409-570	FERAL HOG GRANT	.00	15,000.00	.00	.00	.00	15,000.00	100.00
2024 010-409-580	HOMELAND SECURITY GRANT	.00	.00	.00	.00	.00	.00	.00
2024 010-409-581	RIGHT OF WAY	.00	.00	.00	.00	.00	.00	.00
2024 010-409-610	DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00
2024 010-409-650	INTEREST EXPENSE	.00	.00	.00	.00	.00	.00	.00
2024 010-409-700	TRANSFER FUNDS	.00	208,321.96	.00	.00	.00	208,321.96 510,338.33	100.00
	NON-DEPARTMENTAL EMPLOYEE HEALTH INSURANCE WORKMAN COMP COUNTY OFFICE SUPPLIES POSTAGE POSTAGE POSTAGE METER RENT MURDER TRIAL OTHER GOVERNMENTS I TICKET OUTSIDE COUNTY AUDIT PC 30 CRIMES SOFTWARE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT GRANTS CONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00	775,654.04	36,439.87	265,315.71	34.21	510,338.33	65.79
	FINAL TOTAL	.00	775,654.04	36,439.87	265,315.71	34.21	510,338.33	65.79
			•	-	•			

GEL106 PAGE 1

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	I, **** PERCENT	**** ACTUA REMAINING	
2024 010-409-202 2024 010-409-202 2024 010-409-310 2024 010-409-311 2024 010-409-311 2024 010-409-400 2024 010-409-400 2024 010-409-401 2024 010-409-402 2024 010-409-404 2024 010-409-404 2024 010-409-404 2024 010-409-451 2024 010-409-451 2024 010-409-451 2024 010-409-481 2024 010-409-481 2024 010-409-481 2024 010-409-481 2024 010-409-481 2024 010-409-481 2024 010-409-550 2024 010-409-550 2024 010-409-550 2024 010-409-550 2024 010-409-581 2024 010-409-581 2024 010-409-581 2024 010-409-581 2024 010-409-650 2024 010-409-650 2024 010-409-650	ACCOUNT NAME  NON-DEPARTMENTAL EMPLOYEE HEALTH INSURANCE WORKMAN COMP COUNTY OFFICE SUPPLIES POSTAGE POSTAGE POSTAGE METER RENT MURDER TRIAL OTHER GOVERNMENTS I TICKET OUTSIDE COUNTY AUDIT PC 30 CRIMES SOFTWARE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT GRANTS CONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	1,116.00 1,116.00 8,000.00 7,000.00 2,856.66 6,5.00 72,614.95 18,000.00 18,900.00 11,533.61 8,000.00 159,805.86 40,000.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 148,500.00 159,805.86 100.00 11,000.00 11,000.00 12,000.00 12,000.00 13,000.00 148,500.00 159,805.86 100.00	933.19 -00 -00 -00 -00 -00 -00 -00 -0	.00 .00 .582.00 3,489.92 3,723.98 1,343.34 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	1000 1000	30.00 30.00 30.00 4,510.08 3,276.02 1,513.32 15,823.08 18,000.00 1,110.00- 4,995.78 3,000.00 2,246.50 80,270.24 7,523.39 5,919.67 .00 12,484.00 200.00 4,298.29 .00 15,000.00 15,000.00 .00 .00 .00 .00 .00 .00	.00 100.00 47.85 56.38 46.80 52.98 .00 21.79 .00
	FINAL TOTAL	.00	799,654.04	31,439.87	260,315.71	32.55	539,338.33	67.45

#### STATEMENT OF EXPENSES FOR APRIL

PAGE 672<sup>06 PAGE</sup>

GENERAL FUND

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUAL ***** REMAINING PERCENT
2024 010-510-352 R 2024 010-510-440 R 2024 010-510-443 R 2024 010-510-448 T 2024 010-510-486 C 2024 010-510-486 C 2024 010-510-490 C 2024 010-510-531 R 2024 010-510-570 C	SALARIES MAINTENANCE PAYROLL TAXES RETIREMENT WORKERS COMP JNEMPLOYMENT DEATH BENEFIT DEPRATING SUPPLIES REPAIRS ELECTRICITY WATER PEST CONTROL THE MASTER PLAN DEVELOPMENT CONTRACT LABOR DITHER DEBT SERVICE ON ANNEX CAPITAL INVESTMENTS FOTAL COURTHOUSE	.00 .000 .000 .000 .000 .000 .000 .000	.00 15,142.40 5,865.88 1,158.39 1,514.24 21.60 7.57 68.14 3,000.00 115,933.21 14,603.66 750.00 400.00 63,200.00 28,200.00 75,399.36 27,000.00 357,064.45	.00 582.40 .00 44.55 49.91 .00 2.85 .00 16,674.56 .00 130.50 .00 3,000.00 .00 .00 .00 20,484.77	8,736.00 376.00 579.15 775.07 141.00 3.50 40.91 2,963.01 101,629.04 6,242.75 1,891.30 465.00 59,488.00 22,921.00 1,568.00 35,138.03 242,957.76	.00 57.691 50.109 51.78 460.04 987.665 252.125 442.717 94.438 31.300 130.04	.00 .00 6,406.40 42.31 5,489.88 93.59 579.24 50.00 739.17 48.81 119.40- 552.78-* 4.07 53.76 27.23 39.96 36.99 1.23 14,304.17 12.34 8,360.91 57.25 1,141.30- 152.17-* 65.00- 16.25-* 3,512.00 5.57 5,279.00 18.72 3,432.00 68.64 75,399.36 100.00 8,138.03- 30.14-* 114,106.69 31.96
E	FINAL TOTAL	.00	357,064.45	20,484.77	242,957.76	68.04	114,106.69 31.96

GENERAL FUND

ACCOUNT NO ACCOUNT NAME ENCUMBRANCE BUDGET \*\* ACTUAL \*\* ACTUAL \*\*\* ACTUAL \*\*\*\* REMAINING PERCENT PERCENT PERCENT PERCENT PERCENT REMAINING PERCENT PERCE 333,064.45 20,484.77 242,957.76 72.95 90,106.69 27.05 .00 FINAL TOTAL

V	OL RR	DELTA CO	UNTY, TEXAS	PAGE 674				
	BUDGETLIN			QUEST/FORM				
Date: 4/9/24								
Department(s):	Non-Departmental   Cou	rthouse						
Explanation of Transfer Funds (contingency) to Repairs for Courthouse Capital Investments								
Transfer From- Line Item #2	Line Item Name	是一种的 1400 1400 1400 1400 1400 1400 1400 140	«Transfer to «Line Item #	Line Item Name	Dollar Amount			
010-409-700	Transfer Funds	\$ 14,000.00	010-510-570	Capital Investments	\$ 14,000.00			
ļ								
<b></b>	  ≝riotal/Amount Ofalitans	fer:\$44.000,000	<u> </u>	  ∌Total/Amount:Of≩Fransfe	  r=\$*  4:000:00			
Tanner Cr	ustabor.		Tanner C	nitohor				
	OFFICIAL/DEPARTMEN	IT HEAD		OFFICIAL/DEPARTMENT	Γ HEAD			
	4/5/24		- <b></b> + •	4/5/24				
	DATE			DATE				
		Tanner Crutche	er 	_				
}			Y JUDGE	_				
1		4/9/24	ATE					

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BUD020 PAGE

**PAGE 675** 

Fund Name

Difference

TOTAL NON-DEPARTMENTAL

TOTAL COURTHOUSE

14,000.00-

14,000.00

TANNER CRUTCHER

MORGAN BAKER

SETH COX

ANTHONY ROBERTS

MARK BRANTLEY

DEBBIE HUIE

THIS LIST WAS REVIEWED AND APPROVED.

04/09/2024 2024 BUDGET TRANSFERS POSTED PAGE 1 DELTA\_COUNTY TRANSFER #: 13DH24 BUD022 **VOL RR PAGE 676** From ToG/L Code Account Name Amount Amount 14,000.00 010-409-700 TRANSFER FUNDS 010-510-570 CAPITAL INVESTMENTS 14,000.00 ========= ======== 14,000.00 14,000.00

04/05/2024 DELTA_COUNTY	2024 <b>OL RR</b>	BUDGET TRANSFERS WORKSHEET TRANSFER #: 13DH24 PAGE 67	PAGE 1 BUD022
From Amount	G/L Code	Account Name	To Amount
14,000.00	010-409-700 010-510-570	TRANSFER FUNDS CAPITAL INVESTMENTS	14,000.00
14,000.00			14,000.00

04/05/2024 13:29:04 **VOL** RR

### BUDGET TRANSFERS APPROVAL REPORT 13DH24 COMMISSIONERS COURT REQUEST

PAGE 678 BUD020 PAGE

1

Year GL Account Name	Date	Original Amount		New Amount	Difference	Clerk
2024 010-409-700 TRANSFER FUNDS	04/05/2024	232,321.96		218,321.96	14,000.00-	D
TOTAL NON-DEPARTMENTAL	Т	Cotal Transfers	1	Total Changes	14,000.00-	
2024 010-510-570 CAPITAL INVESTMENTS	04/05/2024	13,000.00		27,000.00	14,000.00	D
TOTAL COURTHOUSE	Т	otal Transfers	1	Total Changes	14,000.00	

#### STATEMENT OF EXPENSES FOR APRIL

## PAGE 679 PAGE 1

GENERAL FUND

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUA REMAINING	
necconi no	ACCOUNT MAIN	21.001.21.42.02	202022					
2024 010-409-000	NON-DEPARTMENTAL	.00	.00	.00	.00	.00	00	.00
2024 010-409-202	EMPLOYEE HEALTH INSURANCE	.00	30.00	.00	.00	00	_30.00	100.00
2024 010-409-204	WORKMAN COMP	.00	1,116.00	.00	582.00	52.15	534.00	47.85
2024 010-409-310	COUNTY OFFICE SUPPLIES	.00	8,000.00	.00	3,489.92	43.62	4,510.08	56.38
2024 010-409-311	POSTAGE	.00	7,000.00	.00	3,723.98	53.20	3,276.02	46.80
2024 010-409-312	POSTAGE METER RENT	.00	2,856.66	.00	1,343.34	47.02	1,513.32	52.98
2024 010-409-400	MURDER TRIAL	.00	.00	.00	.00	00	.00	.00
2024 010-409-401	OTHER GOVERNMENTS	.00	72,614.95	22,068.79	56,791.87	78.21	15,823.08	21.79
2024 010-409-402	I TICKET	.00	.00	.00	.00	.00	.00	.00
2024 010-409-403	OUTSIDE COUNTY AUDIT	.00	18,000.00	.00	.00	.00	18,000.00	100.00
2024 010-409-404	PC 30	.00	.00	.00	.00	.00	.00	.00
2024 010-409-408	CRIMES SOFTWARE	.00	18,900.00 11,533.61	.00	20,010.00	105.87	1,110.00-	5.87-*
2024 010-409-420	TELEPHONE	.00	11,533.61	933.19	6.537.83	56.69	4,995.78	43.31
2024 010-409-421	TELEPHONE MAINTENANCE	.00	8,000.00	5,000.00	10,000.00	125.00	2,000.00-	25.00-*
2024 010-409-430	PUBLIC NOTICE	.00	5,000.00	1,684.00	2,753.50	55.07	2,246.50	44.93
2024 010-409-451	ELEVATOR MAINTENANCE	.00	159,805.86	.00	79,535.62	49.77	80,270.24	50.23
2024 010-409-452	COMPUTER MAINTENANCE	.00	40,000.00	6,340.66	32,476.61	81.19	7,523.39	18.81
2024 010-409-453	COPY MACHINE	.00	13,500.00	338.04	7,580.33	56.15	5,919.67	43.85
2024 010-409-481	AIRMED CARE DUES	.00	.00	.00	.00	.00	.00	.00
2024 010-409-482	INSURANCE	.00	31,000.00	.00	18,516.00	59.73	12,484.00	40.27
	CYBERSECURITY TRAINING	.00	200.00	00	.00	.00	200.00	100.00
2024 010-409-490	MISCELLANEOUS	.00	6,275.00	75.19	1,976.71	31.50	4,298.29	68.50 .00
	ECONOMIC DEVELOPMENT	.00	.00	.00	.00	.00	.00	86.53
2024 010-409-550	GRANTS	.00	148,500.00	.00	19,998.00	13.47	128,502.00	.00
2024 010-409-560	CONTINGENCY	.00	.00	.00	.00	.00	.00	100.00
2024 010-409-570	FERAL HOG GRANT	-00	15,000.00	.00	.00	.00	15,000.00	.00
2024 010-409-580	HOMELAND SECURITY GRANT	.00	.00	.00	.00	-00	.00	.00
2024 010-409-581	RIGHT OF WAY	.00	.00	.00	.00	.00	.00	.00
2024 010-409-610	DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00
	INTEREST EXPENSE	.00	.00	.00	.00	.00	.00	100.00
2024 010-409-700	TRANSFER FUNDS	.00	218,321.96	-00	.00	.00	218,321.96 520,338.33	66.23
	MON-DEPARTMENTAL  MON-DEPARTMENTAL  WORKMAN COMP COUNTY OFFICE SUPPLIES POSTAGE POSTAGE METER RENT  MURDER TRIAL OTHER GOVERNMENTS I TICKET OUTSIDE COUNTY AUDIT PC 30 CRIMES SOFTWARE TELEPHONE TELEPHONE MAINTENANCE PUBLIC NOTICE ELEVATOR MAINTENANCE COMPUTER MAINTENANCE COPY MACHINE AIRMED CARE DUES INSURANCE CYBERSECURITY TRAINING MISCELLANEOUS ECONOMIC DEVELOPMENT GRANTS CONTINGENCY FERAL HOG GRANT HOMELAND SECURITY GRANT RIGHT OF WAY DEBT SERVICE INTEREST EXPENSE TRANSFER FUNDS TOTAL NON-DEPARTMENTAL	.00	785,654.04	36,439.87	265,315.71	33.77	520,338.33	00.23
	FINAL TOTAL	.00	785,654.04	36,439.87	265,315.71	33.77	520,338.33	66.23

FINAL TOTAL

GENERAL FUND

### PAGE 680

.00 799,654.04 31,439.87 260,315.71 32.55 539,338.33 67.45

ACCOUNT NO ACCOUNT NAME ENCUMBRANCE BUDGET \*\* ACTUAL \*\*\*\* ACTUAL \*

#### STATEMENT OF EXPENSES FOR APRIL

PAGE 681 PAGE

#### GENERAL FUND

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUAL REMAINING F	
2024 010-510-352 2024 010-510-440 2024 010-510-442 2024 010-510-443 2024 010-510-480 2024 010-510-490	SALARIES MAINTENANCE PAYROLL TAXES RETIREMENT WORKERS COMP UNEMPLOYMENT DEATH BENEFIT OPERATING SUPPLIES REPAIRS ELECTRICITY WATER PEST CONTROL THC MASTER PLAN DEVELOPMENT CONTRACT LABOR OTHER	.00	15,142.40 5,865.88 1,158.39 1,514.24 21.60 7.57 68.14 3,000.00 105,33.66 750.00 4,603.66 750.00 4,000.00 28,200.00 28,200.00	.00 582.40 .00 44.55 49.91 .00 2.85 .00 16,674.56 .00 130.50 .00 3,000.00	8,736.00 376.00 579.15 775.07 141.00 3.50 40.91 2,963.01 101,629.04 6,242.75 1,891.30 465.00 59,488.00 22,921.00 1,568.00	.00 57.69 50.00 511.78 60.04 98.794 42.21 42.21 116.23 81.33	4.07 27.23 36.99 4,304.17 8,360.91 1,141.30- 65.00- 3,512.00 5,279.00 3,432.00	.00 42.31 93.59 50.00 552.78-* 53.76 39.96 1.23 1.23 1.25-* 15.57 18.72 18.72 18.64 100
2024 010-510-531 2024 010-510-570	DEBT SERVICE ON ANNEX CAPITAL INVESTMENTS TOTAL COURTHOUSE	.00 .00 .00	75,399.36 27,000.00 347,064.45	.00 .00 20,484.77	.00 35,138.03 242,957.76	.00 130.14 70.00	75,399.36 8,138.03- 104,106.69	30.14-* 30.00
	FINAL TOTAL	.00	347,064.45	20,484.77	242,957.76	70.00	104,106.69	30.00

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GENERAL FUND

ACCOUNT NO ACCO	DUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUA Y-T-D	L **** PERCENT	**** ACTUA REMAINING I	
2024 010-510-000 COUR 2024 010-510-102 SALA 2024 010-510-103 MAIN 2024 010-510-201 PAYR 2024 010-510-203 RETI 2024 010-510-204 WORK 2024 010-510-206 UNEM 2024 010-510-207 DEAT 2024 010-510-310 OPER 2024 010-510-352 REPA 2024 010-510-440 ELEC 2024 010-510-442 WATE 2024 010-510-443 PEST	RTHOUSE ARIES ITENANCE ROLL TAXES IREMENT RES IPLOYMENT IPLOYMENT RATING SUPPLIES AIRS ITRICITY IR IR CONTROL MASTER PLAN DEVELOPMENT	.00 .00 .00 .00 .00 .00 .00 .00 .00	15,142.40 5,865.88 1,158.39 1,514.24 21.60 7.57 68.14 3,000.00 105,933.21 14,603.66 750.00 400.00 63,000.00 28,200.00	.00 582.40 .00 44.55 49.91 .00 .00 2.85 .00 16,674.56 .00 .130.50 .00 .00	8,736.00 8,736.00 376.00 579.15 775.07 141.00 3.50 40.91 2,963.01 101,629.04 6,242.75 1,891.30 465.00 59,488.00 22,921.00	.00 57.69 6.41 50.00 51.19 652.78 46.24 60.04 98.77 95.94 42.75 252.17 116.25 94.43 81.28	.00 6,406.40 5,489.88 579.24 739.17 119.40- 4.07 27.23 36.99 4,304.17 8.360.91	.00 42.31 93.59 50.00 48.81 552.78~* 53.76 39.96 1.23 4.06 57.25
2024 010-510-490 OTHE 2024 010-510-531 DEBT 2024 010-510-570 CAPI	R SERVICE ON ANNEX	.00	5,000.00 75,399.36 13,000.00 333,064.45	.00 .00 .00 .00 20,484.77	1,568.00 .00 35,138.03 242,957.76	31.36 .00 270.29 72.95	3,432.00	68.64 100.00
FINA	AL TOTAL	.00	333,064.45	20.484.77	242,957.76	72.95	90,106.69	27.05

-	VOL RR	DELTA CO	UNTY, TEXAS	<b>PAGE 683</b>	
	BUDGET LIN			QUEST FORM	
<b>Pate:</b> 4/9/24				Andrew Market and Control of Cont	
Department(s):	Road & Bridge Precinct :	2			
Explanation of Request	Transfer Funds (conting	ency) to Telephone	Maintenance for R-N	letwork Solutions Upgrades	3
Transfer From. Line Item#	Linelitem Name	Dollar Amount	Transfer to: Line item#	Line Item Name	Dollar Amount
022-622-202	Health Insurance	\$ 10,000.00	022-622-570	Capital Investments	\$ 10,000.00
OLL VLL LOL	Tiodian modianos	¥ 10,000.00	022 012 010	Ouphai intodinono	Ψ 10,000.00
					-
	***				
	Total Amount Of Trans	sfer \$4101000.00%	<u> </u>	। ধাতাal Amount Of Firansi	r-\$1000000
<b>)</b>		م			
Seth Cox		<u>.</u>			
ELECTE	D OFFICIAL/DEPARTMEN	IT HEAD	ELECTE	OFFICIAL/DEPARTMENT	Γ HEAD
	4/5/24			4/5/24	
	DATE			DATE	
		Tanner Crutche	er		
		COUNT	Y JUDGE	•	
		4/9/24			
		D.A	TE.		

C

Fund Name

Difference

TOTAL EXP -

.00

TANNER CRUTCHER

MORGAN BAKER

SETH COX

ANTHONY ROBERTS

MARK BRANTLEY

DEBBIE HUIE

THIS LIST WAS REVIEWED AND APPROVED.

2024 BUDGÉT TRANSFERS POSTED PAGE 1 04/09/2024 DELTA\_COUNTY VOL RR BUD022 TRANSFER #: 10DH24 **PAGE 685** To Amount G/L Code Account Name Amount 10,000.00 022-622-202 HEALTH INSURANCE 10,000.00 022-622-570 CAPITAL INVESTMENTS \_\_\_\_\_ ======== 10,000.00 10,000.00

04/05/2024 DELTA_COUNTY	2024 <b>OL RR</b>	BUDGET TRANSFERS WORKS TRANSFER #: 10DH24	PAGE 686	PAGE 1 BUD022
From Amount	G/L Code	Account Name		To Amount
10,000.00	022-622-202 022-622-570	HEALTH INSURANCE CAPITAL INVESTMENTS		10,000.00
10,000.00			==	10,000.00

04/05/2024 10:24:48 **VOL** RR BUDGET TRANSFERS APPROVAL REPORT 10DH24 DEPARTMENT REQUEST-COMM. PCT 2 BUD020 PAGE

1

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Year GL Account Name	Date	Original Amount	New Amount	Difference	Clerk
2024 022-622-202 HEALTH INSURANCE 2024 022-622-570 CAPITAL INVESTMENTS	04/05/2024 04/05/2024	21,000.00	11,000.00	10,000.00-	D D
TOTAL EXP ~		Total Transfers	2 Total Changes	.00	

PAGE 688 PAGE 1

.00 263,810.48 5,456.06 105,846.29 40.12 157,964.19 59.88 FINAL TOTAL

DATE 04/05/2024 10:25 51.40% OF YMOLMRRD

**PAGE 689** 

\*\* ACTUAL \*\* \*\*\* ACTUAL \*\*\*\* ACTUAL \*\*\*\* ACTUAL \*\*\*\*

ACCOUNT NO ACCOUNT NAME ENCUMBRANCE BUDGET M-T-D Y-T-D PERCENT REMAINING PERCENT 263,810.48 5,456.06 105,846.29 40.12 157,964.19 59.88 FINAL TOTAL .00



ORDER 2024-04-09-01



## ORDER OF THE COURT

AN ORDER OF THE COMMISSIONERS COURT OF DELTA COUNTY, TEXAS ADOPTING A POLICY FOR THE INSTALLATION OF UTILITIES IN THE COUNTY RIGHT-OF-WAY, INCLUDING APPLICABLE PERMIT APPLICATIONS, INSTALLATION SPECIFICATIONS AND GUIDELINES, APPLICABLE FEES, AND THE APPROVAL PROCESS.

WHEREAS, the Commissioners' Court of Delta County, Texas met on April 9, 2024 in a Regular Meeting; and,

WHEREAS, the Commissioners' Court of Delta County, Texas has determined that a need exists for the implementation of policy regulating the installation of utilities in the County's right-of-way, including permit applications, installation specifications and guidelines, applicable fees, and the process for obtaining approval; and,

WHEREAS, the Commissioners Court of Delta County, Texas imposes such regulations, permitting requirements, fees, and other assurances by the authority granted by §251.003, §251.016, §251.017 of the Texas Transportation Code and §240.907 of the Texas Local Government Code. Th use of County right-of-way by utility providers is granted in Chapter 181 of the Texas Utilities Code, §49.220 of the Texas Water Code, §552.104 of the Texas Local Government Code, §111.020 of the Texas Natural Resources Code, and §181.005 of the Texas Utilities Code; and

NOW, THEREFORE, IT IS HEREBY ORDERED by the Commissioners Court of Delta County (the "Governmental Agency"), at a duly called meeting of the governing body held on April 9, 2024, that the policy for the installation of utilities in the County's right-of-way, including the permit applications, installation specifications and guidelines, applicable fees, and the process for obtaining approval contained in the attached document, hereby referenced as Appendix A, is hereby adopted and Order to be implemented by the Commissioners' Court of Delta County, Texas to regulate such activities as described herein the policy.

#### ADOPTED AND APPROVED this 26th day of March, 2024.

Tanner Crutcher, County Judge					
Morgan Baker, Commissioner Precinct 1	Seth Cox, Commissioner Precinct 2				
Anthony Roberts, Commissioner Precinct 3 ATTEST:	Mark Brantley, Commissioner Precinct 4				
Janice Roberts, County Clerk					





# Delta County, Texas Policy for Installation of Utilities in County Right-of-Way

Permit Application, Installation Guidelines, and Approval Process

#### **Regulated Activities**

Permits are required for any of the following activities over, across, under, and within the Delta County rights-of-way or easements:

- 1) Installation of any utility (for the purposes of this permit, utility is defined as any power distribution or service line, water line, gas line, oil and/or gas pipeline, telephone line or cable, television cable, internet cable or fiber lines, or other communications lines, or the appurtenances thereto.)
- 2) Stringing of pipe or temporary storage of materials within the right-of-way.

For installation of driveway and/or culverts, please reference the driveway/culvert installation permit document found on the Delta County website, www.deltacountytx.com.

No utility or pipeline shall be installed, constructed, rebuilt, relocated, enlarged or otherwise modified within the right-of way of any county road within Delta County, Texas without a duly executed permit from Delta County. Applications for permits shall be submitted to the Delta County Commissioner's Court or the County Judge and shall be submitted by the owner of the pipeline (or the authorized representative of the owner), who shall represent all parties involved. Utility lines, otherwise referred to as pipelines may only be placed in Delta County rights-of-ways in such a manner as to cross the county road (as close as possible to perpendicular to the roadway). Any proposed installation of a pipeline parallel to the roadway must be expressly approved by action of the Delta County Commissioners Court.

### **Authority**

The Commissioners Court of Delta County, Texas imposes such regulations, permitting requirements, fees, and other assurances by the authority granted by §251.003, §251.016, §251.017 of the Texas Transportation Code and §240.907 of the Texas Local Government Code.

Use of County right-of-way by utility providers is granted in Chapter 181 of the Texas Utilities Code, §49.220 of the Texas Water Code, §552.104 of the Texas Local Government Code, §111.020 of the Texas Natural Resources Code, and §181.005 of the Texas Utilities Code.

#### **Rights and Obligations**

It (is expressly understood) that Delta County does not purport to grant any right, claim, title or easement in this right-of-way, and it is further understood that Delta County may require the Applicant, at the Applicant's expense, to lower or relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

#### **Liability and Hold Harmless**

The Applicant shall be liable for any and all damages to the personal and real property of Upton Delta County and to any third person or persons by reason of these operations in installing, repairing, maintaining, using or removing from the right-of-way the above-mentioned utility facilities and/or pipeline, whether caused by the Applicant's negligence or otherwise. Applicant further agrees to indemnify and hold harmless Delta County and its duly appointed agents and employees against any action (including expenditures of defending any suit) for personal injury or property damage sustained during any actions associated with this permit.

#### Non-Exclusivity:

The rights and privileges granted herein are non-exclusive and Delta County reserves the right to convey similar rights, and privileges to such other persons as it may deem proper.

#### **Obtaining the Permit**

In order to secure a permit for the aforementioned regulated activities, the owner of the proposed facilities/utility infrastructure, or the owner's authorized agent or contractor, hereinafter the "applicant", shall complete the *Installation of Utilities within Delta County Right-of-Way* application form, attached hereto as Appendix A, pay the applicable fees, provide proof of required assurances, insurance coverage, and bond(s) when applicable, and provide such supplemental information and supporting documentation as may reasonably be required by the County in order to facilitate the proper review of the proposed activities and installation in order to determine the efficacy of the proposed activities and for the protection of the interest of the County and general public.

The County Commissioner of the precinct in which the proposed activities will be located will generally serve as the point of contact for the applicant, along with any installer(s) or contractor(s) of the applicant and will facilitate the review process. If deemed necessary by the County Commissioner or the Commissioners' Court, the County may appoint an individual or firm/agent to receive and review the permit application(s). Furthermore, if external consultation is deemed necessary, the County's appointee may elect to use consultant(s) to assist the County where additional technical expertise is needed in the County's sole opinion. Costs associated with review by consultant(s) or firms/agents appointed by the County shall be borne by the applicant.

If additional information is required of the applicant, the County will request such in writing to the mailing address and/or e-mail address shown on the application, clearly indicating the additional information needed to facilitate a review of the application.

Once the County Commissioner is satisfied that sufficient information and documentation is available and has been provided to the appropriate parties, the application will be brought before the Commissioners Court via an agenda item in a duly posted meeting of the Commissioners' Court for consideration for approval. Once approved, the applicant will continue to coordinate with the County Commissioner of the precinct in which the proposed installation is located to facilitate the installation, construction, and/or boring to ensure that all requirements, conditions of approval, and specifications are met to the satisfaction of the County Commissioner. The County Commissioner will then perform a post-installation inspection of the approved facilities to ensure that no issues exist, and that the installation was performed in conformance with any requisite specifications, conditions, statutes, and/or requirements.

To induce Delta County to grant the requested permit, Applicant and its Contractor agrees and stipulates as follows:

- 1) Delta County, hereinafter the "County" as used herein includes Delta County, Texas, a political subdivision of the State of Texas, its employees, agents, officers, and officials.
- 2) Applicant as used herein includes Applicant named above, its officers, employees, Applicants, sub-Applicants, and its heirs and assigns, together with its Contractor, and its officers, employees, sub-contractors and its heirs and assigns, who are jointly and severally bound and obligated to the terms of this agreement.
- 3) Applicant, acting by and through its Contractor, will be performing excavation, construction, boring or other work as described above in the application submitted to the County, along with any supporting documents, addendums, and specifications, if attached.
- 4) Applicant and Contractor hereby acknowledges that excavation, construction, boring and related work is a dangerous activity. Applicant further acknowledges that such activities involve certain risks of serious injury or death.
- 5) Applicant shall provide all reasonable safety equipment and take other reasonable precautions during the performance of the project and the activities associated with such project. Delta County is not responsible for providing or obligated to provide any safety equipment or other equipment for Applicants employees.
- 6) Delta County is not liable to Applicant, any assignee or any other person and or entity based upon any claim arising or alleged to arise from any injury, harm or damage that may occur to Applicant or otherwise as a result of the Applicant's activities for, in behalf of, or in relation to Delta County.
- 7) Applicant and Contractor hereby agrees to release and hold harmless Delta County for all damages or losses accruing to Applicant or equipment as a result of any injury incurred or caused by Applicant or damage to equipment or injuries or death of persons which

result directly, or indirectly from Applicant's activities or participation in work or activities otherwise in, on, or about the roadway and property identified above.

- 8) Applicant and Contractor hereby agrees to indemnify, release, and hold harmless Delta County from all claims, suits, penalties, damages, or losses whatsoever asserted against Delta County or its officials, officers, or employees arising from Applicant's activities or operations related to excavation, construction, installation, boring, or other activities in any way whatsoever in, on, or about the roadway and property identified above, and the cost incurred by Delta County as result of the defense against such claims, suits, penalties, damages or losses.
- 9) Applicant and Contractor agrees to indemnify, release, and hold harmless Delta County includes but is not limited to claims, suits, penalties, damages or losses arising from Applicants acts, actions, or omissions and Delta County's agents or employees' acts, actions or omissions with respect to Applicant or the Project on or about the location described above except however, excluding Delta County's agents' or employees' sole negligence, gross negligence or intentional misconduct.
- 10) Applicant and Contractor hereby agrees to repair any damage to a county road, drainage device, drainage feature or any part of any county road or supporting device or associated device or feature for which Delta County has a right or a duty of maintenance or which is customarily maintained or managed by Delta County caused by Applicants moving of equipment to or from the property identified above and any work on the Project. Should the Applicant fail to make such repair within 30 days or a lesser reasonable time after written notice from the Delta County Judge or any Delta County Commissioner, then Delta County may make such repairs as are reasonably necessary or appropriate and Applicant will pay Delta County for the cost of the repairs including but not limited to the costs of material, labor, use of equipment and any other reasonably associated cost.
- 11) Delta County does not authorize or purport to have any authority to authorize pipeline operations or any other work on lands, rights-of-way, or easements in Delta County which are not owned in fee simple by Delta County.

THE APPLICANT MUST OBTAIN AN EASEMENT, LEASE, OR OTHER PROPERTY RIGHT FROM THE PERSON WHO OWNS THE PROPERTY UPON WHICH APPLICANT SEEKS TO CONDUCT PIPELINE OPERATIONS.

This permit is not a substitute for such right to lay a pipeline upon the property. This permit is only for the excavation, construction, or boring associated with the laying of a pipeline under a county roadway in Delta County. Any actions on the part of Applicant which creates any liability or affects the rights of the holders of any real property shall be solely the responsibility of Applicant. Any county road that is maintained under any claim less than fee simple title, for example, prescriptive easement, implied easement, or adverse possession shall require the

Applicant to obtain from the underlying property owner an easement, lease or other right to use the underlying landowner's property for the purposes of this permit.

- 12) In the event of a dispute concerning any aspect of this Application and Permit or any claim or dispute arising pursuant to this Application and Permit, or an act or condition addressed herein, Applicant agrees that venue for all court proceedings shall be in Delta County, Texas
- 13) Neither Applicant nor Delta County have made any additional oral promises, representations, or agreements not memorialized in this document or the documents attached hereto and incorporated herein for all purposes.
- 14) The undersigned states and represents that he has the legal capacity to execute this Application obligating the respective Applicant to the terms and provisions hereof and has knowingly and willingly executed this instrument after reading same.
- 15) Applicant by signing below states that he has and maintains Liability Insurance Coverage in an Amount of \$5,000,000.00 by a company with an AM Best Rating of not less than A-, to protect the County and the Public from claims arising from the Project described in this Application.
- 16) Applicant agrees and understands that Delta County is relying on the insurance described herein as evidence of Applicant's financial responsibility.

### Rejection of Permit

The County representative may reject the application for a permit to operate within the County rights-of-way for reasons including but not limited to:

- 1) Failure to provide accurate data in the application or in the supporting information required.
- 2) Any activity deemed by the County representative to be unsafe or to present an unacceptable level of danger to the public should the permit be issued.
- 3) Any activity deemed by the County, or the County's representative, that would pose unnecessary risk to or could potentially compromise the integrity of the County's infrastructure, rights-of-way, or easement(s).

#### **Suspension or Revocation of Permit**

The County representative may suspend, in whole or in part, any permit previously issued for reasons including but not limited to:

- 1) Failure to adhere to terms of the permit.
- 2) Failure to provide and maintain proper lighting, barricades, watchmen or other protection to the public at all times.
- 3) Changes in conditions, methods, or specifications on which the permit was issued.
- 4) Abandonment of the project or unreasonable delays in prosecuting the work.

#### **Activities Not Requiring a Permit**

The following activities within County rights-of-way do not require a permit or fees:

- 1) Mowing
- 2) Routine maintenance of roadside drainage ditches
- 3) Clearing of culverts or headwalls
- 4) Filling within the right-of-way unless such fill
  - a. obstructs or diverts drainage flow.
  - b. creates a hazard to motorists.
- 5) Maintaining fences or property adjacent to county rights-of-way
- 6) Erecting fences, signs, walls, gates, cattle guards or other improvements on private property adjacent to the right of way where access may be required from the right-of-way, but the improvements are not being therein built. However, persons installing such aforementioned facilities may be responsible for any damages resulting thereof when accessing the County's right-of-way to perform such activities.

#### Appeal

A decision to reject an application or to suspend a permit may be appealed to the Commissioners Court of Delta County if the request is made in writing and placed on a Commissioners Court meeting agenda in accordance with the Commissioners Court's Rules of Procedure, Conduct, and Decorum.

#### **Fees**

The County from time to time may set fees to be paid at the time of application for a permit. Applications not accompanied by the appropriate fee will not be processed. Application fees not refunded should the permit application be rejected or withdrawn after review. The fee paid at the time of the application shall be based on an estimate by the County of fees owed. Additional fees may be incurred, and the final permit application fee adjusted at which time the additional fees will be paid before the permit is issued. Application for a permit and payment of fees does not obligate the County to issue a permit. Each activity and each recurrence of the same activity within a single project require payment of the fee for that activity. The total permit fee shall be computed as the sum of the individual required permit fees for the project. The permit fee may be adjusted subsequent to the review of the application and supporting documents and any balance owed to the County shall be paid prior to issuance of the permit.

#### Permit Fee Schedule:

Boring, Casing, Tunneling or other underground utility crossing.	\$300.00 per Application (per installation site)
Road Cut or other installation requiring above-ground opening of road surface.	\$500.00 per Application (per installation site)

#### **Inspection and Maintenance**

Delta County reserves the right to inspect pipeline and/or utility crossing installations at the time of construction and at all times thereafter, and to require such changes, maintenance, and repairs at any time when considered necessary to provide protection of life and property within the county right-of-way. The cost of changes, maintenance and repairs of pipelines and other appurtenances on the right-of-way will be the responsibility of the Applicant. In the event an Applicant fails to make corrective measures as directed, Delta County may perform the necessary work on Delta County roads and hold the Applicant financially responsible.

#### Specification and Requirements

All work within the right-of-way (shall be performed) in accordance with this Policy and Specifications and with the Commissioner's Court instructions. The installation shall not damage any part of the roadway and adequate provisions (must be made) to cause minimum inconvenience to traffic and adjacent property owners. Upon the completion of any such construction, installation, removal or lowering, Applicant shall replace and restore all fences relocated or removed during the construction period to the satisfaction of the Delta County Commissioners Court and/or the County Commissioner of the precinct in which the facility is located within.

Specific requirements and conditions for the installation of utilities and/or pipeline crossings in the County right-of-way shall be as follows:

- 1) Responsibilities of the utility owner/applicant shall include, but not limited to:
  - a. Submission of an *Installation of Utilities within Delta County Right-of-Way* application for review and approval by Commissioners Court.
  - b. Designing the specific utility in accordance with all applicable federal/state policies and laws, current industry standards and the county's specific requirements contained herein.
  - c. Providing requested copies of the detailed drawings, plan specifications, of the proposed utility line attached with the submitted application.
  - d. Payment of the applicable fees per each crossing with the submission of the application/notice.
  - e. Securing all other necessary or required permits, licenses, or approvals before beginning work.
  - f. Securing approval of the Commissioners Court prior to any work being performed.
  - g. Securing necessary site-specific utility locates.
  - h. Notifying the County Commissioner of the precinct in which the proposed activities will be located prior to the beginning of construction in order to ensure all work has been approved in Commissioners Court. Notice must be made no later than forty-eight (48) hours prior to commencing construction (Penalties may be imposed for non-compliance or result in a suspension or revocation of a permit).

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i. Notifying residents and businesses affected by installation within forty-eight (48) hours prior to any work, if access/egress to residents property will obstructed.

- j. Placing and maintaining the utility on the County right of way in accordance with any and all governing laws, rules, and regulations along with Delta County specific requirements.
- 2) Overhead utility pole installation(s) shall be placed at the edge of the Right of Way to ensure safety of the traveling public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the utility owner's expense.
- 3) Overhead utility installations shall conform to clearance standards of the Texas Department of Transportation and the pole(s) shall be placed in the designated area for power, as specified in the Texas Utility Code, Section 181.045.
- 4) Location of underground utility lines shall be as follows:
  - a. Lines must be placed in the back slope of ditches near the right of way lines, not to interfere with the drainage in the ditch.
  - b. Above ground pedestals or other utility appurtenances, installed as a part of an underground line, shall be located at or near the right of way line and outside of the road maintenance operation area.
  - c. Lines shall not be placed on the top, inside or within ten (10) feet of any existing culverts (road or access driveway pipe).
  - d. Lines shall not be placed under a bridge or within fifty (50) feet of either end of a bridge nor be attached to a bridge.
  - e. All lines shall be located to avoid or minimize the need for adjustment for future road improvements and to permit access to the utility lines for their maintenance with minimum interference to road traffic.
  - f. Parallel water, sanitary sewer, high-pressure gas, and liquefied petroleum lines should be constructed on private property.
- 5) Minimum depth for an underground utility shall be as follows:
  - a. at least thirty-six (36) inches below the flow line of the adjacent ditch or drainage.
  - b. a minimum depth of forty-eight (48) inches below the top of pavement.
  - c. Sanitary sewer and low-pressure gas or petroleum lines shall be at least forty-eight (48) inches below the flow line of the adjacent ditch or drainage.
  - d. Underground power line crossings and longitudinal lines shall be at least thirty-six inches (36") under roadway ditches, and sixty inches (60") below the pavement surface.
  - e. Cable television and copper cable communication lines shall be buried at least twenty-four inches (24") under ditches or 18 inches beneath the bottom of the pavement structure, whichever is greater.
  - f. All depths of utility lines must be as required and approved.
- 6) Utility lines that cross County Right of Way shall be clearly marked with readily identifiable and suitable markers for:
  - a. High pressure gas or liquid petroleum line
  - b. Fiber optic cable

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- c. Underground power line
- d. Water line
- e. Sanitary sewer lines
- f. Communication cable
- g. Cable television and copper cable
- 7) Utility line crossings under a county road shall be bored and encased as follows:
  - a. Installed by boring, jacking or tunneling in accordance with TxDOT Standard Specification Item 476.
  - b. Encased within steel pipe or other separate structure around and outside the carrier line and shall be designed to support the loads of the roadway and loads imposed thereon, including that of construction machinery.
  - c. Lines operated under pressure and those composed of materials not conforming to material or depth of cover requirements herein shall be encased as prescribed for water lines.
  - d. High pressure welded steel pipeline crossings may be installed without encasement provided such pipelines conform as applicable with 49 Code of Federal Regulations, Part 192, Transportation of Natural and Other Gas By Pipeline, or Part 195, Transportation of Liquids By Pipeline. Such pipelines shall also be designed to withstand internal design pressures and the superimposed loads of the roadway and traffic, including that of construction machinery. In accordance thereof, such pipelines shall provide:
    - i. Increased wall thickness and/or higher strength steel;
    - ii. Greater depth of cover; and
    - iii. Adequate markings, as specified for each type of line discussed herein.
- 8) Disposal of brush, trees, debris, materials, etc., is the responsibility of the utility installer and shall not be left in the ditch, the right of way, or the road. Rocks that may be dug up by a plow, trencher, tractor or any other equipment, must be disposed of properly. (Penalty may be imposed and/or suspension or revocation of permit for non-compliance)
- 9) Traffic control devices (flagmen, signs, markings, barricades, etc.) must be used to warn motorists of the construction activity during installation and shall conform to the current edition of the Texas Manual of Uniform Transportation Devices (MUTCD). All installation services to be performed shall not interfere with, nor hinder, the normal flow of traffic. At least one half of the traveled portion of the road must be open to traffic at all times, unless otherwise approved by the Commissioners Court.
- 10) No open excavation in the county right of way will be left un-attended or un-barricaded during, and after construction period.
- 11) Road surfaces shall be cleaned at the end of each workday and the right of way will be restored to the original or better condition within 10 days of the completion of work.

  (Penalty may be imposed and/or suspension or revocation of permit for non-compliance) KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, on theday of	, 20_	, appeared:	
[Nar permit, hereinafter referred to as Applicar	me and address out:]	of the primary Applicant seekir	ng the
And:			
work, hereinafter referred to as Contracto	ne and address of	f company that is Contracted to	do the
IN WITNESS WHEREOF the Applican conditions herein on the date stated below		plication and agrees to the term	s and
FOR APPLICANT:			
SUBSCRIBED AND SWORN be certify which witness my hand and seal.	efore me this _	day of, 20	, to
7101	TA DAY DAIDE IO	GENATIC OF TEXAS	
MY	COMMISSION NTED NAME:	STATE OF TEXAS EXPIRES:	
FOR CONTRACTOR:			
SUBSCRIBED AND SWORN to certify which witness my hand and seal.	pefore me this _	day of, 20_	, to
MY	TARY PUBLIC, COMMISSION	STATE OF TEXAS EXPIRES:	

## DELTA COUNTY OL RR

200 West Dailas Avenue Cooper, Texas, 75432 Phone: (903) 395-4400 ext. 226

Email: development@deltacountytx.com
Website: www.deltacountytx.com

Each payment GLE be labeled with a reference number and address.

When paying for <u>multiple applications</u> click "add payment" to separate each application fee.

## UTILITY RIGHT OF WAY APPLICATION TYPE OF UTILITY INSTALLATION: TYPE OF STRUCTURES (CHECK ALL THAT APPLY): Underground Utility Pole **Utility Box** Above Ground TYPE OF UTILITY: Other: A 911 application is required for utility boxes. Electric Water Address: Fiber Internet Gas Street address must match the road name where utilities will be Other: Reference/Project Number: Utility Owner: \_\_\_\_\_ Contractor: APPLICATION REQUIREMENTS All fields on application are complete. Applicable application fees paid. Must have a traffic control plan, if required. One application per road. Must provide any plats with utility easements that will be utilized. Must follow the criteria in Policy for Installation of Utilities in County Right-of-Way document. • A legal survey or plat, if required, and a professional-quality scaled site plan. Application will be rejected if the above requirements are not met. Upon further review, the applicant may be required to submit an original restoration bond for road and/or drainage repairs executed by a surety company authorized to execute bonds under and in accordance with the State of Texas made out to Delta County. The bond is waived if the work will be performed directly by a public utility franchise to operate in the State of Texas. Any other document or plan required by the department upon initial review to approve this permit request. APPLICANT INFORMATION Name: Main Phone: Company Name: Email: \_\_\_\_\_\_ Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ ZIP: \_\_\_\_ **EMERGENCY CONTACT INFORMATION** Name: Main Phone: \_\_\_\_\_\_ Company Name: Email: COUNTY APPROVAL For County Staff Only ☐ Fees Pald Commissioners Court, County Judge Date Permit Expiration Date: Commissioner, Precinct No. 1 2 3 4 (circle one) Date

## CONTRACTOR'S LIABILITY AGREEMENT & ACKNOWLEDGE WEST

All types of utilities lines in public right-of-way shall be constructed and maintained in accordance with the provisions outlined in *Policy for Installation of Utilities in County Right-of-Way* document, which are here within attached and becomes a part of this permit along with this entire application. Our company understands that it is responsible for proper traffic control and the County considers proper traffic control measures to be those complying with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Our company also agrees to the following conditions for doing work within the right-of-way stated below, which is a public roadway maintained by Delta County.

- 1. I shall contact the County Commissioner of the precinct in which the proposed work is located at least forty-eight (48) hours prior to start of construction after approval of the permit application. No work can commence until the County signs off on the proposed location with an on-site inspection.
- 2. All work shall be performed only between the hours of 8:00 AM and 5:00 PM on non-holidays Monday through Friday. Work performed outside these hours may require the work to be redone unless it is an emergency repair.
- 3. Any cuts opened for half the roadway only will require flagmen on both sides of the work area, allowing one-way traffic through. This type of operation will be held to a minimum and all advance warning signs and barricades shall be as specified in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). These cuts will also be filled, and entire roadway opened at night and weekends. Any possible impediment of traffic needs prior approval from the precinct commissioner & the Sheriff's Office separate from this permit.
- 4. Roadside work in ditches alongside the trenched surface may be left opened at night, only if they are barricaded solidly between open ditch and traveled roadway leaving a minimum six (6) feet of road shoulder between the pavement edge and the barricades. The barricades shall be reflective and lighted with warning lights and conform to the requirements of the TMUTCD for nighttime use.
- 5. Any construction area maintained from dusk to dawn shall have Type B High Intensity Steady Burn Warning Lights to delineate the traveled way through and around obstructions in a construction or maintenance area. All warning lights shall be installed to a minimum mounting height of 36 inches to the bottom of the lens.
- 6. Contact Delta County after completion of work to determine the road improvements are satisfactory. All damaged to pavement shall be reconstructed to existing or better condition. Construction work and road repair on County right-of- way shall be performed to Delta County standards and to the approval and satisfaction of the the County Commissioner of the precinct in which the proposed work is located.
- 7. I shall notify the the County Commissioner of the precinct in which the proposed work is located to obtain approval prior to any changes from this permit, if approved, and/or in the event of an emergency repair.
- 8. In no case will the utility facility be located on the front slope of the roadway (slope closest to the roadway) or within a median without specific written authorization from the County.
- 9. It is expressly understood that the Commissioners' Court does not hereby imply to grant any right, claim, title, or easement in or upon the County Road; and it is further understood that in the future, the Company shall remove and relocate at the discretion of the County Commissioner of the precinct in which the proposed work is located, at no cost to Delta County, said utility line or structure if and when such relocation shall be or become necessary in accommodate a plan for widening or improving said roads or rights-of-way.
- 10. The installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.
- 11. The contractor, utility company, or owner shall be responsible for all cost associated with the correction of any unsatisfactory work determined by Delta County.

GNATURE OF CONTRACTOR/AGENT	DATE SIGNED
tes:	Signature:
	Date inspected:
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Interlocal Agreement Between Delta County, Texas and Lamar County, Texas for the purposes of sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance.

This Agreement is made on the 9<sup>th</sup> day of April, 2024, by and between the County of Delta, a political subdivision of the State of Texas, hereinafter referred to as "Delta County" and the County of Lamar, a political subdivision of the State of Texas, hereinafter referred to as the "Lamar County".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Delta County and the Commissioners Court of Lamar County; and

WHEREAS, Lamar County provides these services to the citizens of Lamar County, and has the capacity to service the needs of Delta County; and

WHEREAS, Lamar County and Delta County have investigated and determined that it would be advantageous and beneficial to both Delta County and to Lamar County and its inhabitants for Lamar County to provide the sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance services to Delta County; and

WHEREAS, the Lamar County wishes to engage Delta County to provide the sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance services on behalf of the Delta County, and the Delta County desires to engage Lamar County to provide such services; and

WHEREAS, from time to time the Delta County may wish to engage Lamar County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and materials necessary to accomplish a public purpose beneficial to the Delta County, Texas and to the people of Lamar County, Texas; and

WHEREAS, the governing bodies of Lamar County and Delta County desire to foster good-will and cooperation between the two entities; and

WHEREAS, Delta County and Lamar County, deem it to be in the best interest of both entities to enter into this Agreement relative to the sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Delta County and Lamar County agree as follows:

## Services to be Performed

Lamar County agrees to engage Delta County to provide for the sharing of resources for the purposes of hauling materials and equipment necessary to perform routine road maintenance to Delta County, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

## **Duration of Agreement**

Unless mutually initiated, canceled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 9<sup>th</sup> day of April, 2024. This contract expires at midnight on April 9<sup>th</sup> 2026. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

## Compensation

Delta County shall agree to provide Lamar County for the services referred to in Paragraph I by offering the same services in return to Lamar County when requested and when those resources are available to be deployed to Lamar County at the discretion of the Commissioners Court of Delta County, Texas.

## **Relationship of Parties**

The parties intend that Lamar County, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Lamar County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Delta County and shall not be entitled to participate in any pension or other benefits that Delta County provides its employees.

## **Notice to Parties**

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by certified mail, return receipt requested. Notice to Lamar County shall be sufficient if made or addressed to the office of the County Judge, Lamar County Courthouse, 119 North Main Paris, Texas 75460.

Notice to Delta County shall be sufficient if made or addressed to the office of the County Judge, Delta County Courthouse, 200 West Dallas Avenue, Cooper, Texas 75432.

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

## **Entire Agreement**

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in

## **PAGE 705**

whole or in part, by either party without the prior written consent of the other party. Venue shall be in Delta County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity

Lamar County, Texas	Si Si
By:, Brando	on Bell, County Judge
Date:	
Attest: the Lamar County Commissioners Court	_, Ruth Sisson, County Clerk, ex officio clerk of
Delta County, Texas	
By:, Tanne	r Crutcher, County Judge
Date: April 9, 2024  Attest: Arrive Roberts	 _, Janice Roberts, County/District Clerk, ex officio
clerk of the Delta County Commissioners Cou	urt

VOL RR

The purpose of this chapter is to increase Sec. 791.001. PURPOSE. the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.002. SHORT TITLE. This chapter may be cited as the Interlocal Cooperation Act.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.003. DEFINITIONS. In this chapter:

- "Administrative functions" means functions normally associated with the routine operation of government, including tax assessment and collection, personnel services, purchasing, records management services, data processing, warehousing, equipment repair, and printing.
- "Interlocal contract" means a contract or agreement made (2) under this chapter.
- "Governmental functions and services" means all or part of a (3) function or service in any of the following areas:
  - police protection and detention services; (A)
  - fire protection; (B)
  - streets, roads, and drainage;
  - public health and welfare; (D)
  - parks and recreation; (E)
  - library and museum services; (F)
  - records center services; (G)
  - waste disposal; (H)
  - planning; (I)
  - (J) engineering;
  - administrative functions; (K)
  - public funds investment; (L)
  - comprehensive health care and hospital services; or (M)
- other governmental functions in which the contracting (N) parties are mutually interested.
  - "Local government" means a:
- county, municipality, special district, junior college district, or other political subdivision of this state or another state;

4/2/24, 4:49 PM VOL RR GOVERNMENT CODE CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

(B) local government corporation created under Subchapter D, Chapter 431, Transportation Code;

- (C) political subdivision corporation created under Chapter 304, Local Government Code;
- (D) local workforce development board created under Section 2308.253; or
- (E) combination of two or more entities described by Paragraph (A), (B), (C), or (D).
- (5) "Political subdivision" includes any corporate and political entity organized under state law.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1993, 73rd Leg., ch. 823, Sec. 1, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 98, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 301, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1317 (H.B. 3384), Sec. 1, eff. June 18, 2005.

## Interlocal Cooperation Contracts Chapter 791, Texas Government Code

ALLISON, BASS & MAGEE, LLP

402 WEST 12<sup>TH</sup> ST.

AUSTIN, TEXAS 78701

512-482-0701

Law@allison-bass.com

## Purpose of Interlocal Agreements

8 791.001. PURPOSE. The purpose of this chapter is 🛪 governments by authorizing them to contract, to the greatest possible extent, with one another and with to increase the efficiency and effectiveness of local agencies of the state.

governmental entity, (including public corporations created by o An interlocal agreement must be between another local a local government), the state, or an agency of the state.

- It cannot be with a private organization.
- Both sides of the agreement must have legal authority to engage in the contracted procedure:

## Governmental Functions PAGE 710 Subject to Interlocal Contract-791.003 Gov't Code

- Administrative, Governmental Functions and Services include:
  - ் Administrative Functions, including tax assessment and collection; personnel services purchasing, records management, data processing, warehousing, equipment repair and printing
  - Police protection and detention services
  - o fire protection:
  - o streets, roads, and drainage;
  - o public health and welfare,
  - o parks and recreation;
  - o library and museum services
  - o records center services;
  - o waste disposal:
  - o planning
  - o rengineering;
  - o administrative functions:
  - to public funds investment;
  - o comprehensive health care and hospital services;

. 01

c other:governmental functions in which the contracting parties are mutually interested.

## An Interlocal Contract Must:

- Be authorized by state law for all parties to the **Contract**
- State the purpose, terms, rights and duties of the contracting parties.
- Specify that each party paying for the performance of a finction or service must make those payments from current revenues available to the party.
- compensates the performing party for the service or . Payment must be in an amount that fairly function performed.

# An Interlocal Contract May/May Not:

- Be renewed annually (provision may be made for Onger terms)
- bidding, or purchasing engineering or architectura May not use an Interlocal to avoid competitive
- damages contained in the Tort Claims Act, but the parties may assign responsibility for eivil Hability Waynot alter the immunities or limitations on ansing from the performance of the function contracted for as they may agree

# Administration of Interlocal Contracts

Parfiles may establish a joint administrative agency or designate one of the parties to administer the contract functions.

o Or contract with an exempt, 501(c) organization to provide administratīvē services.

organization used to provide the service or function is tax e Any property held by the administrative agency, or 504(6)

# Limitations on Counties to Interlocal Contracts

whitehapproval for the project in a document OTHER than the Interlocal Contract itself, and improve or repair a building, road, or other BEFORE beginning a project to construct, Commissioners Court MUST give specific facility under an Interlocal Confract, the in that separate document

Describe the type of project to be undertaken and a Identify the project location.

amounts paid, if the County beains the project without the separate approvation payments decept payment, and County's Hable For any Without such prior consent, County may not made before the project is begun

## Specific Contracting Authority

- Regional Jails
- Purchasing Entities for goods and services
- Water Supply and Wastewater Treatment Facilities
- Emergency Assistance Agreements
- Joint Road Construction and Improvements
- Regional Record Centers
- Health Care and Hospital Services
- Transportation Infrastructure
- City Streets or alleys
- o State Highways

## Fair Compensation

exchange of value, i.e. money, or something of value flowing from the recipient of the service or function compensation. That requires there to be an actual Actwas amended in 1989 to require fair to the performing party.

labor DOES NOT provide fair value to the County. The City - City provides the materials and County the equipment and has to buy the materials anyway to repair the street, but is getting the equipment and labor for free.

essentially meet counties real cost of making assets available equipment for Interlocals that City, ISD, Water District, etc. County-should have a fair rate for use of county labor and must pay for county labor and equipment. Rate should

## «Interlocal Agreen ent Between

## [County Name] County, Texas

## Andthe

## [Other Local Governmental Entity]

This Agreement is made on the day of

County Name], a political subdivision of the County of hereinafter referred to as "[County Name] County" and the Other Local Governmental Entity], hereinafter referred to as he with the county of the State of Texas, the "County Name] County" and the beautiful to a second to the county of the cou the "IOTHERI". WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

the authomity, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the WHERESAS this Agreement is entered into pursuant to performance of governmental functions and services; specifically, the

cooperation as the parties may subsequently agree to by (describtion party, specifically the Commissioners Court of FCounty Name and the Governing Board of the Other Entity]; of the project), and for such other and further acts of ratified by the governing bodies of each contracting the execution of a separate and specific agreement

-WHEREAS, [County Name] County provides these services to the citizens of [County Name] County. and has the capacity to service the needs of the FOTHER I; and

OTHER have investigated and determined that it. Would be advantageous and beneficial to both the inhabitants for [County Name] County to provide WHERREAS, [County Name] County and the OTHER and to County Name County and its

description of project) services to the OTHER; and

WHEREAS, the [OTHER] wishes to engage [Counity Namel County to

the [OTHER] desires to engage [County Name] County to description of project) on behalf of the JOTHER, and provide such services, and

WHEREAS, from time to time the [OTHER] may wish to engage [County Name] County in various additional building, paving, or improving real proberty by the use of the labor and materials necessary to accomplish a public burbose beneficial to the [OTHER] and to the people of county owned earth moving equipment, together with services, such as hauling, dispensing, spreading, County Name I County, Texas; and

 WIELERLEAS, the governing bodies of the [OTHURE] and [County Name] County desire to foster good-will and cooperation between the two entities; and

deem it to be in the best interest of both entities to enter WHEREAS, the FOURTRI and Founty NameT County into this Agreement relative to the

(desembtion of project) and for specific agreements, and in consideration of the mutual covenants contained herein, the [OTHER] and [County subsequently agree to by the execution of separate and such other and additional services as the parties may Namel County agree as follows:

Services to be Performed

: (description in detail the The [OTHER] agrees to engage [County Name] County to

specific work to be performed by the County) to the [OTHER] together with all incidental acts, procedures, and methods decessary to accomplish the ends of such project.

Duration of Agreement.

with thirty (30) days written notice, this Agreement shall Unless mutually initiated, cancelled, or terminated earlier commence on the day of 20 This contract expines at midnight on ,20 This

contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually



• The [OHHER] shall [County Name] County for the services referred to in Paragraph I at the rate of \$\_\_\_\_\_\_, annually, on or before the \_\_\_\_\_\_ day of of each year, in twelve monthly installments of \$ /month. Each monthly installment payment is to be made on or before the 1st day of each month beginning 1st day of should the Agreement be terminated, pursuant to Paragraph II prior to the expiration of the service year in effect at the time of the termination.

## Relationship of Parties

 The parties intend that [County Name] County, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither [County Name] County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the OTHER and shall not be entitled to participate in any pension or other benefits that [County Name] County provides its employees.

## e Notice to Parties

 Any notice given hereunder by either party to the other shall b in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to [County Name]
 County shall be sufficient if made or addressed to the office of the County Judge,

 Notice to the [OTHER] shall be sufficient if made or addressed to the office of Superintendent, [Other Local Governmental Entity],

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

## • Miscellaneous Provisions

- Indemnification
- [OTHER] agrees to promptly defend, indemnify and hold [County Name] County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the [OTHER], its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

- Entire Agreement
- This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.
- This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in [County Name] County, Texas.

- The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.
- EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

- Other Local Governmental Entity}
- Bv:
- Officer's title
- Date:
- •

[County Name] County, Texas

- By:
- County Judge
- Date:

## Separate Approval

- IN THE COMMISSIONERS COURT OF
- [COUNTY NAME] COUNTY, IEXAS

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- SEPARATE WRITTEN APPROVAL OF INTERLOCAL
- COOPERATION CONTRACT WITH
- OTHER GOVERNMENTAL ENGLY
- FOR
- IDESCRIPTION OF PROJECT

## Separate Agreement

 The Commissioners Court of COUNTY NAME County, Texas, in compliance with \$791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contract with COTHER GOVERNMENTAL ENTITY, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

## Separate Agreement

- This approval is separate and distinct from the Interlocal Cooperation Contract itself.
- The proposed project is for [COUNTY NAME] County to:
   DESCRIBE PROJECT, AND INCLUDE SUFFICIENT DETAIL
   TO IDENTIFY THE SCOPE OF WORK, AND LOCATION OF
   THE PROJECT, IF POSSIBLE BY REFERENCE TO
   PROPERTY DESCRIPTION IN DEED RECORDS
- The Commissioners Court of [COUNTY NAME] County,
   Texas specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of [COUNTY NAME] County, Texas.
- Date:

1

## Separate Agreement

(8)

County Judge,

E

Attest:

•

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(4)

- County Clerk, ex officio clerk of the
- Commissioners Court