

COMMISSIONERS COURT MINUTES, REGULAR SESSION, SEPTEMBER 11, 2023

The Terrell County Commissioners Court met on Monday, the 11<sup>th</sup> day of September 2023, at 9:00 A.M. in the commissioner courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were timely posted at a site readily accessible to the general public at all times and remained posted for at least seventy-two hours preceding the scheduled time of this meeting, in compliance with the Open Meetings Act.

The Hon. Dale Carruthers, County Judge, called the meeting to order. The following members of this Court and Officers of the County were present:

Hon. Adam Johnson	Commissioner Pct. 1
Hon. Lupe Garza	Commissioner Pct. 2
Hon. Arnulfo Serna	Commissioner Pct. 3
Hon. Gene Chavez	Commissioner Pct. 4
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Hon. Raeline Thompson	County and District Clerk
Hon. Rebecca Luevano	County Treasurer
Hon. Kenneth Bellah	County Attorney
Hon. Thaddeus Cleveland	County Sheriff
Carl Esser	Esser & Company Consulting, LLC

Hon. Kenneth Bellah gave the Invocation and led the commissioner's court in the Pledge of Allegiance to the United States flag, followed by the Pledge of Allegiance to the Republic of Texas Flag.

**Public Comments on Agenda Items** – Andrea Chavez commented on the Food Pantry, she took over March 2023. She told commissioners that Terrell County lost the tax-exempt status the 501C form hadn't been filed. She is working on getting the paperwork submitted so that Terrell County is back receiving food from the Permian Basin Food Bank. The citizens of Terrell County are concerned about the old building downtown, it is unsafe as there are signs of the building shifting.

**Minutes from previous meetings** – Commissioner Johnson motioned to accept the minutes from the August 10<sup>th</sup> budget workshop, August 14<sup>th</sup> regular session, August 17<sup>th</sup> special session, August 17<sup>th</sup> and continued to August 18<sup>th</sup> budget workshop, August 25<sup>th</sup> budget workshop and August 28<sup>th</sup> public hearing. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Cook Creek Subdivision Final Plat** – Commissioner Johnson motioned to accept the final plat of the Cook Creek Subdivision for filing. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

# COVER SHEET OF COOK CREEK RANCH SUBDIVISION TERRELL COUNTY, TEXAS



A SUBDIVISION OF LAND CONTAINING 5,372.926 ACRES, MORE OR LESS, AND BEING OUT OF A 24,800 ACRE TRACT OF LAND DESCRIBED IN A LIMITED PARTNERSHIP AGREEMENT OF MANGUM RANCH PARTNERS, LTD AND RECORDED IN VOLUME 154, PAGE 332, DEED RECORDS, TERRELL COUNTY, TEXAS.

SAID 5,372.926 ACRE TRACT IS COMPRISED OF THE FOLLOWING ORIGINAL TEXAS LAND SURVEYS ALL LOCATED IN TERRELL COUNTY, TEXAS:  
(Please Acres are Approximate)

- 2.95 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 37, BLOCK DA, ABSTRACT No. 871
- 649.26 ACRES OF THE H.E. & W.T. R.E. Co., SURVEY No. 23, BLOCK DA, ABSTRACT No. 872
- 613.59 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 36, BLOCK DA, ABSTRACT No. 879
- 647.31 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 4, BLOCK DA, ABSTRACT No. 890
- 322.26 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 5, BLOCK DA, ABSTRACT No. 835
- 614.24 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 54, BLOCK DA, ABSTRACT No. 2513
- 614.24 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 67, BLOCK DA, ABSTRACT No. 884
- 640.11 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 33, BLOCK DA, ABSTRACT No. 870
- 802.24 ACRES OF THE M.E. & T.E.R.R. Co., SURVEY No. 68, BLOCK DA, ABSTRACT No. 2511

### POTABLE WATER

HEREBY, THESE PARTIES HERETO, THE OWNERS OF LAND WITHIN THE COOK CREEK RANCH SUBDIVISION, WITNESSE THE OWNERS OF THE COOK CREEK RANCH TO PROVIDE A SUPPLY OF POTABLE WATER TO THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION. A SUPPLY OF POTABLE WATER IS THE SOLE RESPONSIBILITY OF THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION. THE MANGUM RANCH PARTNERS, LTD AND ITS SUCCESSORS, HEIRESS, ASSIGNEES, AND ASSIGNORS SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF POTABLE WATER TO THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION. THE MANGUM RANCH PARTNERS, LTD AND ITS SUCCESSORS, HEIRESS, ASSIGNEES, AND ASSIGNORS SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF POTABLE WATER TO THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION.

### ROADS AND STREETS

TERRELL COUNTY INTENDS TO MAINTAIN SUBDIVISION ROADS: THE RANCH, STREET, DITCHES, AND STREETS. THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION ARE DEBARRED FROM THE USE OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OR IMPROVING ANY ROAD OR STREET THAT IS NOT BEING MAINTAINED BY TERRELL COUNTY. THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY ROAD OR STREET THAT IS NOT BEING MAINTAINED BY TERRELL COUNTY. THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY ROAD OR STREET THAT IS NOT BEING MAINTAINED BY TERRELL COUNTY.

### OWNERS MUST ERECT ROAD IDENTIFICATION SIGNS

IN CONNECTION WITH THE 811 ADDRESSING AND MARKING SYSTEM ADOPTED BY TERRELL COUNTY, ALL LANDS LINGING TO A SUBDIVISION, INCLUDING ONE-PIECE STRUCTURE WHICH ARE NOT BEING MAINTAINED BY TERRELL COUNTY, SHALL BE RESPONSIBLE FOR THE ERECTION AND MAINTENANCE OF ROAD IDENTIFICATION SIGNS. THE SIGN AND ITS INSTALLATION SHALL CONFORM TO THE COUNTY'S REGULATIONS OF COMPLIANCE WITH THE REGULATIONS. THE SIGN SHALL BE MAINTAINED BY THE OWNER OF THE LAND AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE REGULATIONS OF COMPLIANCE WITH THE REGULATIONS. THE SIGN SHALL BE MAINTAINED BY THE OWNER OF THE LAND AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE REGULATIONS OF COMPLIANCE WITH THE REGULATIONS.

### ROAD AND EASEMENT NOTATIONS:

- 1) ALL ROAD MARKS CANNOT BE SHOWN AS BOUNDARY LINES BETWEEN TRACTS ARE ROAD AND EASEMENT LINES. THE OWNERS OF THE TRACTS ADJOINING SAID ROAD SHALL BE RESPONSIBLE FOR THE ERECTION AND MAINTENANCE OF ROAD IDENTIFICATION SIGNS. THE SIGN AND ITS INSTALLATION SHALL CONFORM TO THE COUNTY'S REGULATIONS OF COMPLIANCE WITH THE REGULATIONS. THE SIGN SHALL BE MAINTAINED BY THE OWNER OF THE LAND AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE REGULATIONS OF COMPLIANCE WITH THE REGULATIONS.
- 2) THE ROAD EASEMENTS PLATTED HEREON ARE TO REMAIN PRIVATE USE OF THE SOLE USE AND BENEFIT OF THE COOK CREEK RANCH SUBDIVISION. PROPERTY OWNERS AND DEVELOPERS OF THE COOK CREEK RANCH SUBDIVISION SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY ROAD OR STREET THAT IS NOT BEING MAINTAINED BY TERRELL COUNTY.
- 3) THE ROAD AND UTILITY EASEMENTS ARE NOT TO BE USED FOR ANY OTHER PURPOSES THAN THE PURPOSES FOR WHICH THEY WERE INTENDED. THE OWNERS OF TRACTS WITHIN THE SUBDIVISION AND THE DEVELOPERS, ITS SUCCESSORS, AND ASSIGNEES SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY ROAD OR STREET THAT IS NOT BEING MAINTAINED BY TERRELL COUNTY.
- 4) TRAFFIC FROM SAID ROAD IS STRICTLY PROHIBITED.

### SEWAGE AND WASTE FACILITIES

THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, AND IMPROVEMENT OF ANY SEWAGE AND WASTE FACILITIES THAT ARE NOT BEING MAINTAINED BY TERRELL COUNTY. THE OWNERS OF THE TRACTS OF THE COOK CREEK RANCH SUBDIVISION SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY SEWAGE AND WASTE FACILITIES THAT ARE NOT BEING MAINTAINED BY TERRELL COUNTY.

### DISCHARGE OF FIREARMS PROHIBITED ON TRACTS OF TEN (10) ACRES OR SMALLER

TERRELL COUNTY COMMISSIONERS SYSTEM REGULATIONS FOR THE SUBDIVISION OF LANDS ALL TRACTS AND LOTS, WHETHER PRESENTLY OWNED OR OWNED IN THE FUTURE, OR OTHERWISE, SHALL NOT BE USED FOR THE DISCHARGE OF FIREARMS. THE DISCHARGE OF FIREARMS IS STRICTLY PROHIBITED ON TRACTS OF TEN (10) ACRES OR SMALLER. THE OWNERS OF TRACTS OF TEN (10) ACRES OR SMALLER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY SEWAGE AND WASTE FACILITIES THAT ARE NOT BEING MAINTAINED BY TERRELL COUNTY.

### UTILITY EASEMENTS

CONVEYANCE OF UTILITY EASEMENTS: THESE EASEMENTS, HEREBY PROVIDED, DENOTED, GRANTED, AND CONFIRMED BY THESE PARTIES HERETO, SHALL BE USED FOR THE CONSTRUCTION, MAINTENANCE, AND IMPROVEMENT OF ANY UTILITY EASEMENTS THAT ARE NOT BEING MAINTAINED BY TERRELL COUNTY. THE OWNERS OF TRACTS OF TEN (10) ACRES OR SMALLER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ANY UTILITY EASEMENTS THAT ARE NOT BEING MAINTAINED BY TERRELL COUNTY.

### RESTRICTION NOTATION

A DECLARATION OF DONATIONS, CONDITIONS, AND RESTRICTIONS FOR THE COOK CREEK RANCH SUBDIVISION SHALL BE FILED OF RECORD CONCURRENT WITH THE RECORDING OF THIS PLAN.

KNOW ALL MEN BY THESE PRESENTS, THAT MANGUM RANCH PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP BY MANGUM RANCH PARTNERS II, L.L.C., ITS GENERAL PARTNER IS THE OWNER OF THE SUBDIVISION SHOWN AND PLATTED HEREON. THE MANGUM RANCH PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP BY MANGUM RANCH PARTNERS II, L.L.C., ITS GENERAL PARTNER IS THE OWNER OF THE SUBDIVISION SHOWN AND PLATTED HEREON. THE MANGUM RANCH PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP BY MANGUM RANCH PARTNERS II, L.L.C., ITS GENERAL PARTNER IS THE OWNER OF THE SUBDIVISION SHOWN AND PLATTED HEREON. THE MANGUM RANCH PARTNERS, LTD, A TEXAS LIMITED PARTNERSHIP BY MANGUM RANCH PARTNERS II, L.L.C., ITS GENERAL PARTNER IS THE OWNER OF THE SUBDIVISION SHOWN AND PLATTED HEREON.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
CHARLES B. MANNING, AUTHORIZED MEMBER  
MANNING REALTY, L.P.  
LAKELAND, TX 79758

THE STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_ 2023

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY DID PERSONALLY APPEAR \_\_\_\_\_, KNOWN BY ALL AS BY THESE PRESENTS: \_\_\_\_\_, INTERESTED, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR PURPOSES NOTED AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

THE STATE OF TEXAS:  
COUNTY OF TERRELL  
THIS IS TO HEREBY CERTIFY THAT THIS SUBDIVISION PLAN OF \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN SLERVES \_\_\_\_\_ OF THE PLAT RECORDS OF TERRELL COUNTY, TEXAS.

TERRELL COUNTY CLERK  
FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN SLERVES \_\_\_\_\_ OF THE PLAT RECORDS OF TERRELL COUNTY, TEXAS  
TERRELL COUNTY CLERK



THIS PLAN OF THE COOK CREEK RANCH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF TERRELL COUNTY TEXAS, AND IS HEREBY APPROVED BY SUCH COURT WITHOUT OBJECTION OR OBJECTION THAT THE SUBDIVISION SHOWN AND PLATTED HEREON WILL MAINTAIN ANY ROADS, STREETS, ALLEYS, PARKS, OR PUBLIC AREA SHOWN ON THIS SUBDIVISION PLAN.  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
COUNTY JUDGE  
COMMISSIONER PRECINCT #1  
COMMISSIONER PRECINCT #2  
COMMISSIONER PRECINCT #3  
COMMISSIONER PRECINCT #4

CENTERLINE DESCRIPTION  
OF A 60' ACCESS & UTILITY EASEMENT

STATE OF TEXAS, COUNTY OF TERRELL

Field notes of the centerline description of a 60' access and utility easement over and across a 24,800 acre tract of land described in a Limited Partnership Agreement of Mangum Ranch Partners, Ltd and recorded in Volume 154, Page 332, Deed Records, Terrell County, Texas;

Said easement also being over and across the following Original Texas Land Surveys all located in Terrell County, Texas:

the M.K. & T.E. R.R. Co., Survey No. 37, Block D6, Abstract No. 871, the M.K. & T.E. R.R. Co., Survey No. 38, Block D6, Abstract No. 3002, the M.K. & T.E. R.R. Co., Survey No. 39, Block D6, Abstract No. 872, the M.K. & T.E. R.R. Co., Survey No. 40, Block D6, Abstract No. 1770, and situated entirely in Terrell County, Texas, and approximately 30 miles southeast of the Terrell County Courthouse located in Sanderson, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an 8" mag nail set in the center of a gate, in the occupied southwest line of U.S. Highway 90, for the northern end of this centerline description of a 60' wide access and utility easement;

Thence upon and across said 24,800 acre tract with the centerline of this herein described easement as follows:

South 25°40'55" West, a distance of 79.84 feet to a point,

North 70°25'24" West, a distance of 401.87 feet to a point,

South 71°27'29" West, a distance of 127.11 feet to a point,

South 35°41'05" West, a distance of 3,847.63 feet to a point,

South 02°01'57" West, a distance of 2,598.34 feet parallel and 30' east of the east line of a 4,948.460 acre tract of land described in a Warranty Deed with Vendor's Lien from Sprott and Askins to Sprott dated August 18, 2017 and recorded in Volume 251, Page 44, Deed Records, Terrell County, Texas, to a point,

South 88°01'03" East, a distance of 2,642.76 feet parallel and 30' north of the northern most line of a 120 acre tract of land described in a Warranty Deed from Mary Brammer Latham to Roebert and Jesse Latham to a point,

South 02°14'53" West, a distance of 1,381.05 feet parallel and 30' east of the northern most east line of said 120 acre tract to a point,

North 87°57'25" West, a distance of 1,319.35 feet parallel and 30' south of the eastern most south line of said 120 acre tract to a point,

South 02°01'55" West, a distance of 1,318.28 feet parallel and 30' east of the southern most east line of said 120 acre tract to a point,

North 87°59'48" West, a distance of 1,318.23 feet parallel and 30' south of the southern most line of said 120 acre tract to a point,

South 02°02'36" West, a distance of 5,265.27 feet parallel and 30' east of the east line of said 4,948.460 acre tract to a point,

South 01°57'52" West, a distance of 1,451.63 feet parallel and 30' east of the northern most east line of the Cook Creek Ranch Subdivision, surveyed this day, to a point,

South 88°12'29" West, a distance of 30.05 feet to an 8" mag nail with washer set in the center of a gate in the northern most east line of the Cook Creek Ranch Subdivision, surveyed this day, for the southern end of this centerline description of a 60' wide access and utility easement, and being 21,781.398 linear feet, more or less, subject to all easements of record.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK). Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 30th day of August, 2023.



A handwritten signature in cursive script, appearing to read "Wesley Ray Quinn".

Registered Professional Land Surveyor

Texas Registration No. 6625

*A plat accompanies this metes and bounds description.*

*Job # 23020031*

Page 1 of 1

# COVER SHEET OF COOK CREEK RANCH SUBDIVISION

TERRELL COUNTY, TEXAS

Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	137.29	S 89°13'59" E	L31	151.45	S 10°23'15" W	L61	108.68	N 17°00'00" E	L131	318.32	S 89°58'07" E
L2	201.17	N 22°31'45" W	L32	132.64	N 29°31'37" W	L62	50.41	S 88°17'29" W	L132	178.82	S 10°24'00" E
L3	142.50	N 47°54'09" E	L33	238.54	S 00°28'00" W	L63	80.41	N 88°17'29" W	L133	302.82	N 29°17'29" W
L4	138.79	N 47°54'09" E	L34	194.29	N 00°34'24" W	L64	635.59	N 09°13'20" W	L134	268.64	N 09°13'20" W
L5	224.42	S 34°35'25" E	L35	187.64	S 33°11'32" W	L65	288.62	N 77°08'35" W	L135	149.67	N 07°14'46" W
L6	157.66	S 51°00'35" E	L36	168.50	N 23°03'30" W	L66	231.72	S 73°01'25" W	L136	181.72	N 37°33'15" W
L7	125.52	N 17°59'31" E	L37	271.11	N 04°18'44" W	L67	271.07	N 87°39'11" W	L137	275.66	N 57°18'46" W
L8	46.58	S 71°50'30" E	L38	158.50	S 21°00'35" W	L68	308.62	N 89°34'41" W	L138	126.63	N 47°00'31" W
L9	103.00	N 81°48'33" E	L39	294.33	N 15°08'50" W	L69	238.32	N 88°28'35" W	L139	124.63	N 32°43'27" E
L10	193.86	N 21°10'07" E	L40	182.27	N 08°52'40" E	L70	452.26	N 80°43'29" W	L140	124.32	N 07°44'41" W
L11	280.22	N 54°03'00" E	L41	142.36	N 07°30'52" E	L71	462.25	S 23°28'07" W	L141	173.84	N 11°39'14" E
L12	121.75	N 17°33'00" E	L42	166.89	N 49°31'07" E	L72	303.14	S 10°28'52" W	L142	183.83	N 44°31'36" E
L13	152.32	N 27°22'20" E	L43	154.60	N 30°23'10" W	L73	268.08	S 30°34'34" W	L143	459.87	N 09°31'18" W
L14	286.73	N 52°07'45" E	L44	124.85	N 67°29'37" E	L74	697.29	S 28°52'17" W	L144	460.08	N 39°24'38" W
L15	212.87	N 28°18'45" E	L45	435.72	N 27°28'00" E	L75	798.66	S 73°58'15" W	L145	135.45	N 87°37'10" W
L16	157.66	N 28°18'45" E	L46	181.94	N 05°40'57" W	L76	248.98	S 59°53'05" W	L146	384.35	N 14°43'46" E
L17	465.34	N 09°54'28" W	L47	133.26	N 00°33'56" E	L77	183.63	N 27°33'34" W	L147	255.08	N 41°33'21" E
L18	239.21	N 17°05'00" E	L48	448.14	N 34°08'29" E	L78	750.82	S 22°46'20" E	L148	222.49	N 15°03'16" E
L19	484.54	N 42°50'48" E	L49	201.97	N 07°36'45" E	L79	479.67	S 23°48'30" W	L149	238.49	N 17°03'20" E
L20	484.65	N 78°37'56" W	L50	524.32	N 08°47'12" E	L80	683.40	S 28°41'49" E	L150	468.25	N 20°01'15" E
L21	227.59	N 67°36'27" W	L51	283.07	N 32°03'43" E	L81	939.15	S 13°50'15" E	L151	225.85	N 10°22'31" W
L22	229.84	N 38°53'15" E	L52	231.04	N 08°29'30" E	L82	208.40	S 49°55'05" W	L152	248.31	N 40°19'56" E
L23	212.06	N 84°44'37" W	L53	536.07	N 08°29'30" E	L83	176.61	N 17°55'17" W	L153	172.20	N 64°53'27" E
L24	213.05	N 21°10'15" W	L54	186.60	N 20°28'26" W	L84	321.48	N 82°33'02" W	L154	393.84	N 09°18'29" W
L25	154.87	N 57°32'00" E	L55	371.13	N 00°29'51" W	L85	131.48	N 02°32'07" E	L155	363.51	S 23°33'34" E
L26	271.28	S 82°44'37" W	L56	271.28	S 82°44'37" W	L86	209.26	N 10°31'32" W	L156	363.51	S 23°33'34" E
L27	188.52	N 31°02'23" W	L57	188.52	N 31°02'23" W	L87	218.27	N 09°22'45" W	L157	151.20	S 20°25'35" W
L28	201.20	S 08°10'29" W	L58	241.32	N 83°05'30" E	L88	164.93	N 08°39'45" E	L158	407.72	N 17°43'35" E
L29	332.40	N 01°19'00" W	L59	554.77	N 72°17'37" W	L89	176.61	N 33°42'28" E	L159	112.05	N 08°24'46" E
L30	377.28	N 38°43'37" W	L60	273.87	N 38°43'37" W	L90	221.14	N 42°19'26" E	L160	849.23	N 52°21'08" E
L31	225.07	N 14°01'58" E	L61	748.31	N 09°50'17" W	L91	401.87	N 33°02'54" W	L161	188.19	N 36°41'27" W
L32	259.29	N 09°53'48" W	L62	866.09	N 36°36'10" W	L92	370.22	S 17°01'11" W	L162	188.19	N 36°41'27" W
L33	310.26	N 09°50'56" W	L63	223.60	N 78°27'17" W	L93	225.43	S 28°52'52" W	L163	249.41	N 32°14'07" W
L34	231.28	N 07°15'07" E	L64	159.89	S 71°04'31" W	L94	261.03	S 02°59'50" W	L164	412.57	N 70°16'36" E
L35	260.55	N 77°24'43" W	L65	180.88	S 87°07'40" W	L95	138.05	S 02°43'53" W	L165	216.22	N 03°28'54" E
L36	365.41	N 75°46'11" E	L66	135.41	S 51°37'47" E	L96	146.64	S 11°32'07" E	L166	408.22	N 19°26'16" W
L37	266.75	N 42°02'21" E	L67	711.54	N 30°22'27" W	L97	223.40	S 07°50'51" W	L167	155.34	N 84°08'15" W
L38	371.00	N 30°24'20" E	L68	219.54	N 55°27'28" W	L98	242.40	S 07°50'51" W	L168	168.01	N 44°43'53" E
L39	386.60	N 08°54'07" E	L69	354.26	N 26°41'14" W	L99	223.25	S 16°45'20" W	L169	168.01	N 44°43'53" E
L40	389.31	N 18°08'41" W	L70	158.22	N 02°52'54" W	L100	400.33	S 00°03'16" E	L170	181.85	N 69°06'43" E

PRIVATE ROAD "A" = L1 - L19  
 DOS ROAD = L20 - L148  
 UNO ROAD = L149 - L164  
 TRES ROAD = L165 - L176  
 CUATRO ROAD = L177 - L205

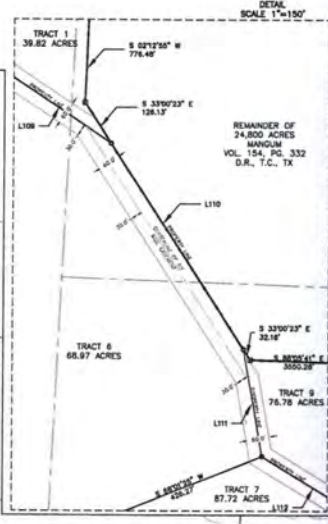
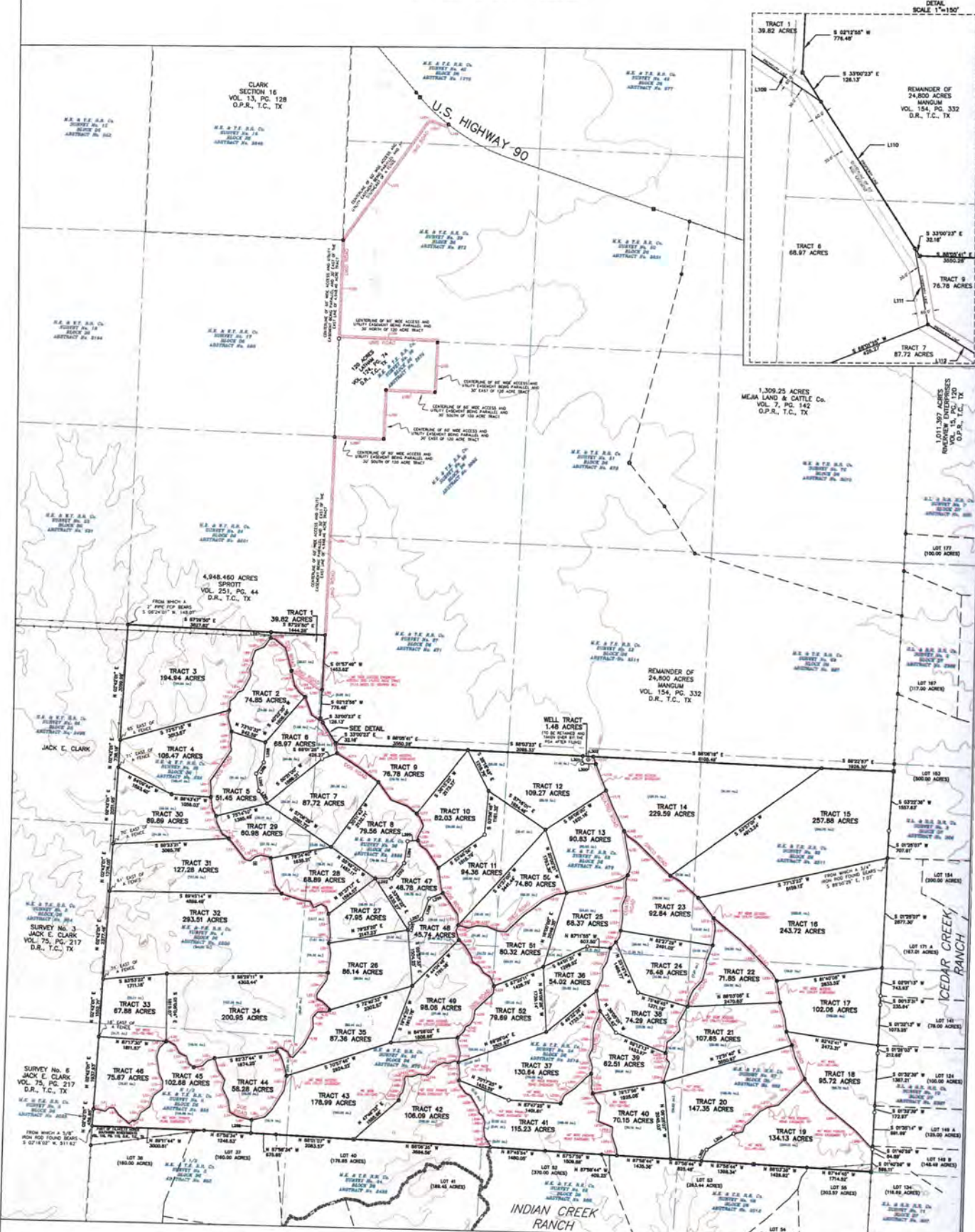
CINCO ROAD = L206 - L229  
 SEIS ROAD = L230 - L238  
 PRIVATE ROAD "B" = L239 - L252  
 PRIVATE ROAD "C" = L253 - L263  
 PRIVATE ROAD "D" = L264 - L268

PRIVATE ROAD "E" = L269 - L275  
 PRIVATE ROAD "F" = L276 - L282  
 PRIVATE ROAD "G" = L283 - L285  
 MISC. PROP. LINES = L286 - L304

**MQI** LAND SURVEYING  
 1000 West 12th Street, Suite 200  
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 Email: info@mqi.com

FIELD: 09 11 2023  
 DRAWING: 0000  
 SHEET: 3 OF 3  
 DATE: 10/20/2023

# FINAL PLAT OF THE COOK CREEK RANCH SUBDIVISION TERRELL COUNTY, TEXAS



I, Wesley Roy Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 30th day of August, 2023.

**NOTES:**

- 1/2" RODS WITH ALUMINUM CAPS STAMPED WITH TRACT NUMBERS ARE PLACED EVERYWHERE THAT A PROPERTY LINE INTERSECT A 60' WIDE R.O.W. LINE.
- NAILS WITH WASHERS ARE PLACED EVERYWHERE A PROPERTY LINE INTERSECT A 40' WIDE R.O.W. LINE.

**MASTERS LEGEND**

- SET 1/2" IRON ROD W/ PLASTIC CAP
- SET 1/2" IRON ROD W/ ALUMINUM CAP
- SET 6" WOOD NAIL WITH WASHER
- ROUND TOP 2" W/ 1/2" IRON ROD
- ROUND POINT
- ROUND POINT
- CALCULATED POINT
- SURVEY LINE
- 100' CONTOUR LINE
- 200' CONTOUR LINE
- 300' CONTOUR LINE
- 400' CONTOUR LINE
- 500' CONTOUR LINE
- 600' CONTOUR LINE
- 700' CONTOUR LINE
- 800' CONTOUR LINE
- 900' CONTOUR LINE
- 1000' CONTOUR LINE
- 1100' CONTOUR LINE
- 1200' CONTOUR LINE
- 1300' CONTOUR LINE
- 1400' CONTOUR LINE
- 1500' CONTOUR LINE
- 1600' CONTOUR LINE
- 1700' CONTOUR LINE
- 1800' CONTOUR LINE
- 1900' CONTOUR LINE
- 2000' CONTOUR LINE
- 2100' CONTOUR LINE
- 2200' CONTOUR LINE
- 2300' CONTOUR LINE
- 2400' CONTOUR LINE
- 2500' CONTOUR LINE
- 2600' CONTOUR LINE
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- 2900' CONTOUR LINE
- 3000' CONTOUR LINE
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- 3200' CONTOUR LINE
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- 4000' CONTOUR LINE
- 4100' CONTOUR LINE
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- 5300' CONTOUR LINE
- 5400' CONTOUR LINE
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- 7900' CONTOUR LINE
- 8000' CONTOUR LINE
- 8100' CONTOUR LINE
- 8200' CONTOUR LINE
- 8300' CONTOUR LINE
- 8400' CONTOUR LINE
- 8500' CONTOUR LINE
- 8600' CONTOUR LINE
- 8700' CONTOUR LINE
- 8800' CONTOUR LINE
- 8900' CONTOUR LINE
- 9000' CONTOUR LINE
- 9100' CONTOUR LINE
- 9200' CONTOUR LINE
- 9300' CONTOUR LINE
- 9400' CONTOUR LINE
- 9500' CONTOUR LINE
- 9600' CONTOUR LINE
- 9700' CONTOUR LINE
- 9800' CONTOUR LINE
- 9900' CONTOUR LINE
- 10000' CONTOUR LINE

**SCALE 1" = 1100 FEET**

**MAP INFORMATION:** PROJECT NUMBER: 2023-08-001, SHEET 2 OF 3, DATE: 08/30/23, SURVEYOR: WESLEY ROY QUINN, LICENSE NUMBER: 12345.

**Fire Protection Equipment CDBG Fast Fund CFA 22-0033 bids** – Commissioner Serna motioned to accept the bid and contract from Daco Fire Equipment for the Fire Protection Equipment CDBG Fast Fund CFA 22-0033 grant. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**CONTRACT DOCUMENTS**

**PROPOSAL \* SPECIFICATIONS \* CONTRACT \* BOND FORMS**

**TERRELL COUNTY**

**FAST FUND**

**CFA 22-0033**

**DALE CARRUTHERS**

**TERRELL COUNTY JUDGE**

<b>PRECINCT 1</b>	<b>PRECINCT 2</b>	<b>PRECINCT 3</b>	<b>PRECINCT 4</b>
<b>ADAM JOHNSON</b>	<b>LUPE GARZA</b>	<b>ARNULFO SERNA</b>	<b>GENE CHAVEZ</b>



**BOBBY BROTHERTON**

**TERRELL COUNTY VOLUNTEER FIRE DEPARTMENT**

**ESSER & COMPANY CONSULTING LLC**

**702 ASHBY DRIVE S.**

**UVALDE, TEXAS 78801**

**(830) 486-5849**

**AUGUST 2023**

# TERRELL COUNTY

## Advertisement and Invitation for Bids

Sealed Bids for the Acquisition of Fire Protection Equipment of the CDBG – Terrell County FAST Fund CDBG Contract No. 22-0033 will be received, from all interested Bidder's, by Terrell County, at the office of the County Judge, Dale Carruthers 105 E. Hackberry Street until 9:00 AM September 11, 2023 at which time the Bids received will be publicly opened and read aloud.

Bids shall be on a lump sum and/or unit price basis, with additive alternate bid items as indicated in the Bid Form.

Bids are invited for the several items and quantities as follows:

1. Pumper Fire Truck
2. Brush Fire Truck
3. Cutter/Spreader Battery Operated
4. Snaptite Hoses
5. 2.5" Nozzle

Bid/Contract Documents, including Technical Specifications are on file at the Terrell County Courthouse 105 E. Hackberry Street Sanderson, Texas 79848, and at the Terrell County Volunteer Fire Department 105 E. Oak Street, Sanderson, Texas.

Please submit questions for this Project 72 hours prior to bid opening through Esser & Company Consulting LLC, [carl.esser@hotmail.com](mailto:carl.esser@hotmail.com) .

A Pre-Bid Conference will not be conducted. A bid bond in the amount of 5 percent of the bid issued by an acceptable surety is required with each bid for those contracts that exceed \$100,000. A certified check or bank draft payable to Terrell County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The award will be made on the basis of the lowest responsible bid. Terrell County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Terrell County for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

The project to be constructed will be financed with assistance from the Texas Department of Agriculture (TDA) under U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) program and is subject to all applicable Federal and State laws and regulations.

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Historically Underutilized Business firms are encouraged to submit bids. Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: Terrell County  
By: Dale Carruthers  
Title: Terrell County Judge

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

## **Materials/Equipment**

### **Instructions to Bidders**

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Terrell County no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the project number, name of bidder and the date and time of bid opening.
- d) The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.



4. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by Terrell County prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be know by the Grant Recipient until the sealed bid is open. Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

5. Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety is required with each bid for contracts that exceed \$100,000. A certified check or bank draft payable to Terrell County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

6. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, publicly open and read aloud each bid, irrespective of any irregularities therein.

9. Withdrawal of Bids

Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating its purpose in writing to Terrell County. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

10. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. Terrell County reserves the right to reject any or all bids where such rejection is in its interest.

11. Execution of Agreement

The failure of the successful bidder to execute the agreement and supply the required bonds thirty (30) days from the date of the notice of award, or within such extended period as the Grant Recipient may grant shall constitute a default and Terrell County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Terrell County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Terrell County for a refund.

12. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

13. Certification Regarding Lobbying –

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant or any other award covered by 31 USC § 1352.

# Materials/Equipment

## General Contract Conditions

### 1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Terrell County Volunteer Fire Department shall decide the question of equality.
- b) The successful bidder shall furnish to Terrell County the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.
- d) Domestic Preferences - As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of Terrell County's right to demand full compliance with Contract requirements. After actual deliveries, the Terrell County Volunteer Fire Department will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.

### 3. Compliance with Clean Air and Federal Water Pollution Control Acts [for contracts > \$150K]

- a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

### 4. Equal Opportunity Clause

- a) The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with Community Development Block Grant funds the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Section 109 of the Housing and Community Development Act of 1974  
No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
6. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
7. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's TxCDBG contract with TDA.

9. Retainage of Records [if materials are paid with CDBG funds]

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

10. Termination for Cause [for Contracts > \$10K]

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this

Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

11. Termination for Convenience of the County. [for Contracts > \$10K]

The County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

12. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor shall be liable for and shall pay to the Grant Recipient the sum of ( \_\_\_\_\_ ) Dollars (\$ \_\_\_\_\_ ) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.

13. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

**SECTION P - PROPOSAL**  
**TERRELL COUNTY**  
**FIRE PROTECTION EQUIPMENT**

DATE: 8-28-23

Gentlemen:

Having carefully examined the Specifications, the undersigned Bidder hereby proposes to supply all necessary items listed at the quantities shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of materials in the Specifications. Bid quantities must be shown in Words and Figures for each item listed in the Proposal, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

Bidder agrees to supply all of the materials listed in the proposal and as described in the Specifications, for the following quantities:

The following changes are hereby made a part of the specifications for the Material Supply Only contract.

The Contractor shall acknowledge receipt of this clarification on the face of the envelope in which he submits his bid and by signing this addendum and attaching it to his bid proposal

Garrett Dobmeier VP  
Name and Title

8-28-23  
Date

SECTION P - PROPOSAL BASE BID TERRELL COUNTY, TEXAS CDBG - CFA 22 -0033				
ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT
P.1	1	For furnishing all materials, equipment, labor and superintendence to deliver one (1) 1500 gpm 1000 gallon tank pumper fire truck as detailed in the technical specifications, for the sum of :  <u>Five Hundred Twenty Two Thousand</u>  <u>Two Hundred Four</u> Dollars  <u>Zero</u> Cents  (\$ 522,204.00 )	1	<u>\$ 522,204.00</u>

P.2	1	<p>For furnishing all materials, equipment, labor and superintendence to deliver one (1) F350 chassis with 250 gallon tank with foam system for the sum of :</p> <p><u>One Hundred Twenty One Thousand</u></p> <p><u>Five Hundred Eighty Seven</u> Dollars</p> <p><u>Zero</u> Cents</p> <p>(\$ 121,587.00 )</p>	1	\$ 121,587.00
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**SECTION P – PROPOSAL**  
**BASE BID**  
**TERRELL COUNTY, TEXAS**  
**CDBG - CFA 22 -0033**

ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT
P.1A	1	<p>For furnishing all materials, equipment, labor and superintendence to deliver one (1) Cutter and Spreader package battery operated with RAM and extended reach tips for the sum of :</p> <p><u>Forty Nine Thousand One Hundred</u></p> <p><u>Fifty One</u> Dollars</p> <p><u></u> Cents</p> <p>(\$ 49,151.00 )</p>	1	\$ 49,151.00
ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT

**SECTION P – PROPOSAL**  
**BASE BID**  
**TERRELL COUNTY, TEXAS**  
**CDBG - CFA 22 -0033**

ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT
P.2A	20	For furnishing all materials, equipment, labor and superintendence to deliver snaptite 8D Hose 2 ½ " x 50' length for the sum of :  <u>Six Thousand Four Hundred</u> _____ Dollars  <u>Zero</u> _____ Cents  (\$ 6,400.00 ) each	20	<u>\$ 6,400.00</u>
P.3A	1	For furnishing all materials, equipment, labor and superintendence to deliver one (1) 2.5 NH 30-150 G @100 PFM for the sum of:  _____ <u>Six Hundred Ninety Seven</u> _____ Dollars _____ Cents  (\$ 697.00 ) each	1	<u>\$ 697.00</u>



**SECTION P - PROPOSAL**  
**BASE BID**  
**TERRELL COUNTY, TEXAS**  
**CDBG - CFA 22 -0033**

ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT
<b>TOTAL BASE BID AMOUNT:</b>				
<u>\$643,791.00</u>				
Six Hundred Forty Three Thousand Seven Hundred Ninety One Dollars				
<b>TOTAL ALTERNATE BID AMOUNT:</b>				
<u>\$56,248.00</u>				
Fifty Six Thousand Two Hundred Forty Eight Dollars				
<b>TOTAL BASE &amp; ALTERNATE BID AMOUNT</b>				
<u>\$700,039.00</u>				
Seven Hundred Thousand Thirty Nine Dollars				<u>\$ 700,039.00</u>

The proposed items listed to be supplied shall be accepted upon delivery and inspection for compliance with the specifications to the satisfaction of Terrell County.

The undersigned Bidder hereby declares that he has visited the sites of work and has carefully examined the contract documents pertaining to the materials covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The Supplier agrees to provide the items on which he has bid, as specified in the specification. The supplier shall provide materials on which he has bid, as specified and shown in the above bid. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Enclosed with this proposal is a Proposal Bond in the sum of 5% of G.A.B. ( 5% ), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event his proposal is accepted by the Owner within thirty (30) days after the bids are received and the undersigned fails to execute the contract for the Owner within ten (10) days after date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

By signing below the bidder agrees that the owner reserves the right to waive formalities, to reject any or all bids, and to accept the bid most advantageous to the interest of the owner. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available. The right is also reserved to eliminate any item(s) in the proposal if the total proposal exceeds the funds available.

Respectfully submitted,

By: [Signature]

Garrett Dobmeier  
Printed Name

VP  
Title

garrett@dacofire.com  
Email Address

75-2794244  
TAX I. D. Number

Business:

Daco Fire Equipment  
Name

201 Ave. R  
Address

Lubbock, Lubbock, Texas, 79415  
City, County, State, Zip

806-763-0808 - 806-763-9151  
Telephone No. and Fax No.

Please provide the estimated total lead time for the Vehicle(s)/Equipment? Please include estimated number of months required for delivery and to be placed in service.

Number of Months 14m - Pumper 16m-18m Brush Truck (Depending on Chassis) Snaptite Hose - 16w-20w Cutter/Spreader - 4w-6w Nozzle - 4w-6w

**DISCLAIMER: This sample draft document was developed by TDA's Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.**

### SAMPLE VEHICLE CONTRACT

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of \_\_\_\_\_) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) [Note 1] hereinafter called the "Contractor", and \_\_\_\_\_ hereinafter called the "City/County."

WITNESSETH, that the Contractor and the City/County for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, \_\_\_\_\_ [Note 2] for the \_\_\_\_\_ Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these contract documents preparation, referred to as the "Engineer".

**Special Notes:**  
Note 1. Strike out the terms not applicable.  
Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

**ARTICLE 2. The Contract Price.** The City/County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in \_\_\_\_\_ hereof.

**Alternate Pricing Techniques:** In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

"ARTICLE 2. The Contract Price. The City/County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)."

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- a. This Agreement (pgs. 1-3)
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions, Part I
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)
- j. [Add any applicable documents]

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

\_\_\_\_\_  
(The Contractor)

By \_\_\_\_\_ [Note 4]

Title \_\_\_\_\_

\_\_\_\_\_  
(City/County)

By \_\_\_\_\_

Title \_\_\_\_\_

**Special Notes:**

*Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.*

*Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).*

**Corporate Certifications**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
(Corporate Secretary)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 8-28-23

Bidder (Legal Name of Firm): Daco Fire Equipment

Date Organized: 1962

Address : 201 Ave.R

: Lubbock, TX 79415

Date Incorporated 1962

Federal ID Number: 75-2794244

Number of Years in contracting business under present name 61

List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_  
\_\_\_\_\_

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
Lubbock, City of	\$2,697,156.00	11-24
Potter County Fire / Rescue	\$780,320.00	12-23
Plainview, City of	\$210,951.00	10-23

Type of work performed by your company: Fire and brush truck sales

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

40  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you?  Yes  No  
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect?  Yes  No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

2022 TxCDBG Project Implementation Manual      Appendix F      July 1, 2022      25

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Pantex Fire Department, Rosenbauer Pumper	\$855,791.00	8-23
Borger Fire Department, Brushfighter Brush Truck	\$213,655.00	8-23
Harker Heights Fire Department, Rosenbauer Aerial	\$1,342,084.00	6-23

Major equipment available for this contract: \_\_\_\_\_  
\_\_\_\_\_

Are you in compliance with all applicable EEO requirements?  Yes  No  
(If no, please attach summary of details on a separate sheet.)

Bank References Lone Star State Bank

Address: 6220 Milwaukee Ave.      Contact Name: Keith Larremore

City & State: Lubbock, TX      Zip: 79424      Phone Number: 806-771-7717

Credit available: \$ 350,000.00

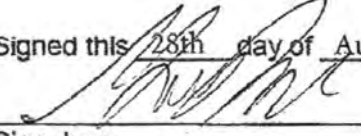
Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

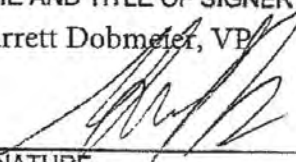
Signed this 28th day of August, 2023.

  
 \_\_\_\_\_  
 Signature

Garrett Dobmeier VP  
 \_\_\_\_\_  
 Printed Name and Title

Daco Fire Equipment  
 \_\_\_\_\_  
 Company Name

**CONTRACTOR CERTIFICATIONS**

U.S. Department of Housing and Urban Development <b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
<u>Daco Fire Equipment 201 Ave. R, Lubbock, TX 79415</u> NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. <input checked="" type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type) <u>Garrett Dobmeier, VP</u>	
SIGNATURE 	8-28-23 DATE

**Notary Statement:**

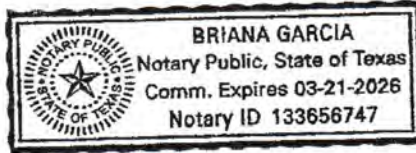
Garrett Dobmeier being duly sworn, says that he/she is the VP of Daco Fire Equipment (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Lubbock, Lubbock in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 28th day of August, 2023.

Notary Public

Briana Garcia  
Signature

Briana Garcia  
Printed Name



My Commission Expires: 03/21/2026

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Texas )

County of Lubbock )

Garrett Dobmeier, being first duly sworn, deposes and says that:

(1) He/She is VP of Daco Fire Equipment, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and

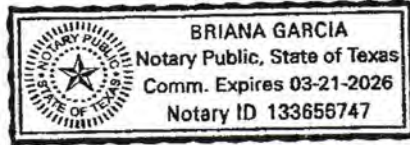
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]  
VP  
Title

Subscribed and sworn to me this 28th day of August.

By: Briana Garcia  
Notary Public

My commission expires 03/21/2026



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Garrett Dobmeier as PRINCIPAL, and Daco Fire Equipment, as SURETY are held and firmly bound unto (City/County) hereinafter called the "Local Public Agency", in the penal sum of Seven Hundred Thousand Thirty Nine Dollars, (\$ 700.039.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated August 2023, for Terrell Co.

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this 28th day of August, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

[Signature] (SEAL)

(SEAL)

Attest:

By: \_\_\_\_\_

Affix  
Corporate  
Seal



Attest:

By: \_\_\_\_\_

Affix  
Corporate

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Daco Fire Equipment, Inc.

P.O. Box 5006

Lubbock, TX 79408

### OWNER:

(Name, legal status and address)

Terrell County

105 E. Hackberry Street

Sanderson, TX 79848

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Pumper Fire Truck, Brush Fire Truck, Cutter/Spreaders Battery Operated, Snaptite Hoses, 2.5" Nozzle - Project No. CFA 22-0033

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of September, 2023

Daco Fire Equipment, Inc.

(Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title)

Michelle Wilson, Attorney-In-Fact



Seal No. 8098



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204889-969033

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi L. Bullock; Christine M. Wolfe; Christopher J. O'Hagan; Cindy Rohr; Don K. Ardolino; Gregory L. Stanley; Joel Karsten; Karen Speckhals; Kimberly A. Connell; Linda C. Morgan; Michael T. Reedy; Michelle Wilson; Theresa A. Hunziker; Trudy Whitrock



all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1129044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMC OIC WAIC Multi Co 02/21

STATE OF Missouri

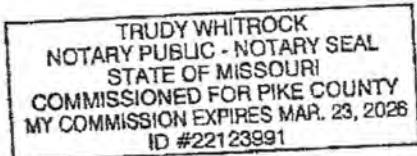
COUNTY OF St. Louis

On 9/11/2023, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Michelle Wilson known to me to be Attorney-in-Fact of The Ohio Casualty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal, the day and year stated in this certificate above.

My Commission Expires: March 23, 2026

Trudy Whitrock  
Trudy Whitrock, Notary Public



ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Jody Jenkins, the duly authorized and acting legal representative of the Jenkins & Young P.C., do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature:  Date: 8-28-23

Print Attorney's Name: Jody Jenkins

Texas State Bar Number: 24029634

Seal

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Garrett Dobmeier, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that Garrett Dobmeier who signed the said bond on behalf of the Principal was then VP of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Title: VP

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

**Certification Regarding Lobbying**

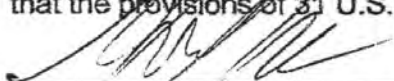
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Daco Fire Equipment, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Garrett Dobmeier, VP  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Daco Fire Equipment

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Terrell Co.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

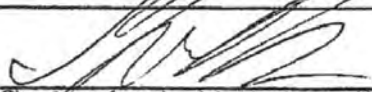
Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

8-28-23  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**TDA Form Acknowledgement of ongoing Vehicle/Equipment Costs for CDBG Contract CFA 22-0033 Fire Truck Grant and Authorize County Judge to sign** – Commissioner Serna motioned to approve the TDA Form Acknowledgement for the ongoing Vehicle/Equipment Costs CDBG Contract CFA 22-0033 Fire Truck Grant and approve the Judge to sign the document. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**ACKNOWLEDGEMENT**

Please identify who will be responsible for the cost of insurance expenses, operating and maintenance expenses and any repair or replacement expenses (if not covered by the warranty) for each proposed vehicle or piece of equipment. Please use the "+" and "X" buttons to add and remove multiple entries for more than one vehicle or piece of equipment.

+	X
---	---

**Vehicle/Equipment Project Description:**

**Responsible Entity:**

**ACKNOWLEDGEMENT:**

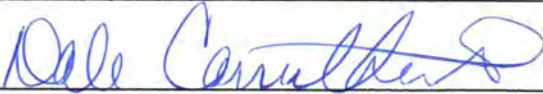
By signing below, the aforementioned entity acknowledges that they understand the insurance expenses, operating and maintenance expenses and repair or replacement expenses associated with the proposed vehicle(s) or pieces of equipment.

Authorized Representative Name:

Title:

Telephone number:

E-mail Address:

Signature of the Authorized Representative: 

**Vehicle/Equipment Project Description:**

**Responsible Entity:**

**ACKNOWLEDGEMENT:**

By signing below, the aforementioned entity acknowledges that they understand the insurance expenses, operating and maintenance expenses and repair or replacement expenses associated with the proposed vehicle(s) or pieces of equipment.

Authorized Representative Name:

Title:

Telephone number:

E-mail Address:

Signature of the Authorized Representative: 

**Vehicle/Equipment Project Description:**

**Responsible Entity:**

**ACKNOWLEDGEMENT:**

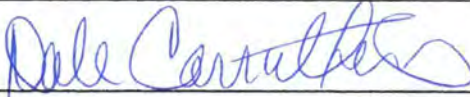
By signing below, the aforementioned entity acknowledges that they understand the insurance expenses, operating and maintenance expenses and repair or replacement expenses associated with the proposed vehicle(s) or pieces of equipment.

Authorized Representative Name:

Title:

Telephone number:

E-mail Address:

Signature of the Authorized Representative: 

**Vehicle/Equipment Project Description:**

**Responsible Entity:**

**ACKNOWLEDGEMENT:**

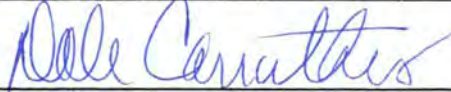
By signing below, the aforementioned entity acknowledges that they understand the insurance expenses, operating and maintenance expenses and repair or replacement expenses associated with the proposed vehicle(s) or pieces of equipment.

Authorized Representative Name:

Title:

Telephone number:

E-mail Address:

Signature of the Authorized Representative: 

**CDBG Contract CFC 22-0099 Waterline Replacement Project** – Commissioners spoke on the waterline replacement of 1200 linear feet, HWY 90 down to Downie Street. No Action.

**Authorization to advertise/request bids for CDBG Contract CFC 22-0099 Waterline Replacement Project** – Commissioner Serna motioned to authorize to advertise/request bids for CDBG Contract CFC 22-0099 Waterline Replacement Project. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Requesting Qualifications for Grant Writing Grant Administration Services for Program Year 2024 Colonia Fund Construction Program** – Commissioner Chavez motioned to request qualifications for grant writing grant administration services for the year 2024 Colonia Fund Construction Program. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Requesting Qualifications for Grant Writing Grant Administration Services for Program Year 2025-2026 Community Development Fund Program** – Commissioner Serna motioned to request qualifications for the grant writing grant administration services for the year 2025-2026 Community Development Fund Program. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Scheduling and Posting Notice for Public Hearing regarding Program year 2024 CDBG Program** – Commissioner Chavez motioned to post notice for public hearing on November 13, 2023, at 5:30 p.m. on the CDBG Program for 2024. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Esser & Company Consulting, LLC Invoice #1 Administration Fess for TDHCA CDBG Community Resiliency Program Ambulance Grant (No Cost to Terrell County)** – Commissioner Serna motioned to approve payment of \$13,000.00 to Esser & Company Consulting, LLC to paid through the TDHCA CDBG Community Resiliency Program Ambulance Grant. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Esser & Company Consulting, LLC Invoice 2304**  
 702 Ashby Drive South  
 Uvalde, TX 78801 US  
 (830) 278-1423  
 carl.esser@hotmail.com

<b>BILL TO</b> Honorable Dale Carruthers County Judge Terrell County 105 E. Hackberry Street Sanderson, TX 79848	<b>DATE</b> 02/06/2023	<b>PLEASE PAY</b> \$13,000.00	<b>DUE DATE</b> 03/08/2023
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**PROJECT**  
CDBG-CV-CRP 70800001011

DATE	DESCRIPTION	QTY	RATE	AMOUNT
02/06/2023	Establishment of a Record Keeping System	1	1,300.00	1,300.00
02/06/2023	Completion of Environmental/Special Conditions Clearance	1	3,900.00	3,900.00
02/06/2023	Completion of all Acquisition Activities	1	2,600.00	2,600.00

02/06/2023	Completion of the Bid/Contract Award Process	1	3,900.00	3,900.00
02/06/2023	Labor Standard Compliance/Completion of Construction	0.3333333	3,900.00	1,300.00
02/06/2023	Comply with EEO/Fair Housing Requirements	0	2,600.00	0.00
02/06/2023	Program and Financial Management	0	5,200.00	0.00
02/06/2023	Filing of all required Close-Out Information	0	2,600.00	0.00

Invoice #1

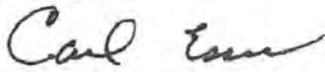
Period of Performance 5/29/2022 - 1/31/2023

TOTAL DUE

**\$13,000.00**

Respectfully,

THANK YOU.



Carl Esser, Consultant

Esser & Company

**Publishing Early and Final Floodplain Notices for CDBG Contract CFC 22-0099 Waterline Project –**

Commissioner Chavez motioned to approve Esser & Company Consulting LLC to publish Early and Final Floodplain Notices for CDBG Contract CFC 22-0099 Waterline Project for a comment of fifteen days. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Early Notice and Public Review of a Proposed Activity in a 100-Year Floodplain**

To: All interested Agencies Federal, State, and Local, Groups and Individuals

This is to give notice that Terrell County under Part 58 has determined that the following proposed action regarding Terrell County’s CDBG CFC 22-0099 Colonia Construction Fund Project is located in the 100-year floodplain and Terrell County will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988 and/or 11990, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. In conjunction with Terrell County Water Control Improvement District No. 1, contractor shall replace approximately twelve thousand four-hundred and fifty linear feet (12,450 l.f.) of six and twelve inch (6” and 12”) water line, five hundred fifty linear feet (550 LF) of boring, gate vales, fire hydrants, related service reconnections, and all associated appurtenances. Construction shall take place starting at the Terrell County Water Control and Improvement District No.1 U. S. Highway 90 Booster Station and continuing east for approximately 12,000 linear feet to the intersection of Downey Street and Third Street in Sanderson, Texas. These activities involve approximately 0.33 acres of land located in the 100-year floodplain whining the project site.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk.



Written comments must be received by Terrell County at the following address on or before September 26, 2023; Terrell County Attention Honorable Dale Carruthers Terrell County Judge 105 E. hackberry Street Sanderson, Texas 79848 or at (432) 345-2421. A full description of the project may also be reviewed from 9 a.m. to 4 p. m. at the address above. Comments may also be submitted via email at [dale.carruthers@co.terrell.tx.us](mailto:dale.carruthers@co.terrell.tx.us)

Dale Carruthers  
Terrell County Judge

FINAL NOTICE AND PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN A  
100-YEAR FLOODPLAIN/FLOODWAY

To: All interested Agencies including all Federal, State, and Local, Groups and Individuals.

This is to give notice that Uvalde County has conducted an evaluation as required by Executive Order 11988 and/or 11990 in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Wetlands Protection. This activity is funded under the Uvalde County Colonia Construction Fund TxCDBG Contract No. CFC 22-0011. The proposed project is located in the unincorporated community of Knippa, Texas. In conjunction with Knippa Water Supply Corporation (WSC), Contractor shall replace one (1) emergency generator, one (1) water well pump, at the Knippa Water Supply Corporation Water Plant located at 1009 N. FM 1049, Knippa, Texas. These activities involve approximately 0.33 acres of land located in the 100 year floodplain at the Knippa Water Plant location.

Uvalde County has considered the following alternatives and mitigation measures to be taken to minimize adverse impacts and to restore and preserve natural and beneficial values: The reasons why the action must take place in a floodplain is due to the fact that all improvements being provided will be constructed on property previously owned by the Knippa Water Supply Corporation. Neither Uvalde County nor the Knippa WSC have other properties available. Additionally, all environmental concerns can either be minimized or mitigated and the benefit of the assistance outweighs the environmental concerns. The alternatives considered were re-location outside the floodplain, mitigation, and no action. Re-location was not feasible as it would be cost prohibitive to move the current facilities that serve the Knippa WSC. Mitigation was considered and Uvalde County has concluded that this is the best alternative. A no action alternative was considered and rejected, due to the need of the improvements and the benefits to the residents of Knippa. Uvalde County is in compliance with all state and local floodplain protection procedures. Uvalde County has reevaluated the alternatives to constructing in the floodplain/floodway and has determined that it has no practicable alternative. Environmental files that document compliance with steps 3 through 6 of Executive Order 11988 and/or 11990, are available for public inspection, review and copying upon request at the times and location delineated in the last paragraph of this notice for receipt of comments.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains and facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk.

Written comments must be received by Uvalde County at the following address on or before September 22, 2023. A minimum 7 day calendar day comment period will begin the day after this publication and will end on the 8<sup>th</sup> day. Uvalde County Courthouse 100 N. Getty Street, Uvalde Texas 78801 and (830) 278-3216. Attention: Honorable William R. Mitchell, County Judge. A full description of the project may also be reviewed from 9:00 a.m. to 4:00 p.m. at the above address. Comments may also be submitted via email at [wrmcj@uvaldecounty.com](mailto:wrmcj@uvaldecounty.com).

AVISO FINAL Y EXPLICACIÓN PÚBLICA DE UNA ACTIVIDAD PROPUESTA EN UN LLANURA ALUVIAL DE  
100 AÑOS

Para: Todas las agencias interesadas, incluidos todos los grupos e individuos federales, estatales y locales.

Esto es para notificar que el Condado de Uvalde ha llevado a cabo una evaluación según lo requerido por la Orden Ejecutiva 11988 y / o 11990 de acuerdo con las regulaciones de HUD en 24 CFR 55.20 Subparte C Procedimientos para tomar determinaciones sobre el manejo de llanuras aluviales y la protección de humedales. Esta actividad está financiada bajo el Contrato No. CFC 22-0011. El proyecto propuesto está ubicado en la comunidad no incorporada de Knippa, Texas. En conjunto con Knippa Water Supply Corporation (WSC), el Contratista reemplazará un (1) generador de emergencia, una (1) bomba de pozo de agua, en la planta de agua de Knippa Water Supply Corporation ubicada en 1009 N. FM 1049, Knippa, Texas. Estas actividades involucran aproximadamente 0.33 acres de tierra ubicada en la llanura de inundación de 100 años en la ubicación de la planta de agua Knippa.

El Condado de Uvalde ha considerado las siguientes alternativas y medidas de mitigación que se deben tomar para minimizar los impactos adversos y restaurar y preservar los valores naturales y beneficiosos: Las razones por las que la acción debe tener lugar en una llanura de inundación se deben al hecho de que todas las mejoras que se proporcionarán se construirán en una propiedad que anteriormente era propiedad de Knippa Water Supply Corporation. Ni Uvalde County ni Knippa WSC tienen otras propiedades disponibles. Además, todas las preocupaciones ambientales pueden minimizarse o mitigarse y el beneficio de la asistencia supera las preocupaciones ambientales. Las alternativas consideradas fueron la reubicación fuera de la llanura de inundación, la mitigación y la no acción. La reubicación no era factible, ya que sería prohibitivo trasladar las instalaciones actuales que sirven al WSC de Knippa. Se consideró la mitigación y el condado de Uvalde ha concluido que esta es la mejor alternativa. Una alternativa de no acción fue considerada y rechazada, debido a la necesidad de las mejoras y los beneficios para los residentes de Knippa. El condado de Uvalde cumple con todos los procedimientos estatales y locales de protección de llanuras aluviales. El condado de Uvalde ha reevaluado las alternativas a la construcción en la llanura de inundación / vía de inundación y ha determinado que no tiene una alternativa viable. Los archivos ambientales que documentan el cumplimiento de los pasos 3 a 6 de la Orden Ejecutiva 11988 y / o 11990, están disponibles para inspección pública, revisión y afrontamiento a solicitud en los horarios y lugares delineados en el último párrafo de este aviso para recibir comentarios.

Hay tres propósitos principales para este aviso. En primer lugar, las personas que puedan verse afectadas por las actividades en las llanuras aluviales y las que tengan interés en la protección del medio ambiente natural deben tener la oportunidad de expresar sus preocupaciones y proporcionar información sobre estas áreas. En segundo lugar, un programa adecuado de aviso público puede ser una herramienta educativa pública importante. La difusión de información y la solicitud de comentarios públicos sobre las llanuras aluviales y facilitar y mejorar los esfuerzos federales para reducir los riesgos e impactos asociados con la ocupación y modificación de estas áreas especiales. En tercer lugar, como cuestión de justicia, cuando el gobierno federal determina que participará en las acciones que tienen lugar en las llanuras aluviales, debe informar a aquellos que pueden estar en mayor o continuo riesgo.

Los comentarios por escrito deben ser recibidos por el Condado de Uvalde en la siguiente dirección en o antes del 22 de septiembre de 2023. Un período mínimo de comentarios de 7 días calendario comenzará el día después de esta publicación y finalizará el día 8. Uvalde County Courthouse 100 N. Getty Street, Uvalde Texas 78801 y (830) 278-3216. Atención: Honorable William R. Mitchell, Juez del Condado. También se puede revisar una descripción completa del proyecto de 9:00 a.m. a 4:00 p.m. en la dirección anterior. Los comentarios también pueden enviarse por correo electrónico a wrmcj@uvaldecounty.com.

**Affidavit of Posting the Bid Advertisement for Fire Protection Equipment CDBG Contract CFA 22-0033 and authorize County Judge to sign** – Commissioner Chavez motioned to approve the Affidavit of Posting the Bid Advertisement for Fire Protection Equipment CDBG Contract CFA 22-0033 and authorize the County Judge to sign. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

*Affidavit of Posting – Notice of Bid Advertisement Terrell County FAST Fund Contract No. CFA 22-0033*

**AFFIDAVIT**

THE STATE OF TEXAS §  
 COUNTY OF TERRELL \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Carruthers, Terrell County Judge, who swore or affirmed to tell the truth, and stated as follows:

I, Dale Carruthers, Terrell County Judge, do hereby certify that pursuant to the laws of the State of Texas and of the Terrell County, a Notice publishing the Advertisement and Invitation for Bids for Application No. CFA 22-0033 was conspicuously posted at the Terrell County Courthouse 105 E. Hackberry Street, Sanderson, Texas 79848 in a manner plainly visible to the general public on August 21, 2023 through September 11, 2023, due to the fact that Terrell County does not have a newspaper of general circulation which is published weekly. Pursuant to TxCDBG program requirements, the notice has been posted in two locations:

Location of Posted Notice: Terrell County Clerk’s Official Notice Posting Site east side of Terrell County Courthouse 105 E. Hackberry Street, Sanderson, Texas 79848

Second Location of Posted Notice: Official Terrell County Website www.co.terrell.tx.us

Attached to this affidavit is a photograph of the Notice as posted on the premises in which the notice is legible, and screen shots of the web posting, if applicable.

Dale Carruthers, Terrell County Judge

Signed this 11<sup>th</sup> day of September 2023

*Dale Carruthers*

Dale Carruthers

Dale Carruthers

Printed Name of Affiant

Agreement No. CFA 22-0033

SWORN TO AND SUBSCRIBED BEFORE ME on this 11<sup>th</sup> day of September, 2023.



*Corina Arredondo*  
Notary Public in and for the State of Texas

My commission expires: 12-31-2026

### TERRELL COUNTY

#### Advertisement and Invitation for Bids

Sealed Bids for the Acquisition of Fire Protection Equipment of the CDBG - Terrell County FAST Fund CDBG Contract No. 22-0033 will be received, from all interested Bidder's, by Terrell County, at the office of the County Judge, Dale Carruthers 105 E. Hackberry Street on 09:00 AM September 11, 2023 at which time the Bids received will be publicly opened and read aloud.

Bids shall be on a lump sum and/or unit price basis, with additive alternate bid items as indicated in the Bid Form.

Bids are invited for the several items and quantities as follows

1. Pumper Fire Truck
2. Brush Fire Truck
3. Cutter/Spreader Battery Operated
4. Snapite Hoses
5. 2.5" Nozzle

Bid/Contract Documents, including Technical Specifications are on file at the Terrell County Courthouse 105 E. Hackberry Street Sanderson, Texas 79848, and at the Terrell County Volunteer Fire Department 105 E. Oak Street, Sanderson, Texas.

Please submit questions for this Project 72 hours prior to bid opening through Esser & Company Consulting LLC. [carl.esser@hotmail.com](mailto:carl.esser@hotmail.com).

A Pre-Bid Conference will not be conducted. A bid bond in the amount of 5 percent of the bid issued by an acceptable surety is required with each bid for those contracts that exceed \$100,000. A certified check or bank draft payable to Terrell County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The award will be made on the basis of the lowest responsible bid. Terrell County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Terrell County for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

The project to be constructed will be financed with assistance from the Texas Department of Agriculture (TDA) under U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) program and is subject to all applicable Federal and State laws and regulations.

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Historically Underutilized Business firms are encouraged to submit bids. Bid security shall be furnished in accordance with the instructions to Bidders.

Owner: Terrell County  
By: Dale Carruthers  
Title: Terrell County Judge

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

No. \_\_\_\_\_  
FILED TIME 9:45 AM  
AUG 21 2023  
*Rodine Thompson*  
CLERK, COUNTY COURT, TERRELL CO., TEXAS  
DEPUTY



QUICKLINKS

- Home
- County Offices
- District Court
- Other County Offices
- Financial Transparency
- Elections
- Public Notices & News
- CC Minutes
- Public Bids
- Terrell County Public Directory
- Contact Us
- Buy Based Fireworks
- Employment Opportunities
- Terrell County Businesses
- Sanderson Clinic Calendar
- Notice of Substitute Trustee Sale
- Notice of Probationary Sales
- Open Enrollment
- Air Medical Transport

Useful Links



Welcome to Terrell County, Texas

NOTICES

- Public Hearing Tax Rate Notice 2022.pdf
- Bid Advertisement .pdf
- Terrell County Amended Salary Notification 07/2023-24.pdf
- Governor's Proclamation Renewal for Border Cities 05/22/23.pdf
- Public Notice 2023 CDHS for Water Improvement.pdf
- Public Notice 2023 2024 CDHG for Senior Center.pdf
- Request for Architectural Services.pdf
- Public Hearing Notice Dec. 19, 2022.pdf
- VEHICLE REGISTRATION
- Terrell County Hour Ban November 2022.pdf
- Hearing Notice Terrell County Tax Rate.pdf
- ADDENDUM No. 2 TERRELL COUNTY AMBULANCE BID DOCUMENT.pdf
- Aviso de Intención de Subasta La Liberación de Fondos.pdf
- ADDENDUM No. 1 AMBULANCE BID DOCUMENT .pdf
- Notice of Intent to Passover Release of Funds.pdf
- Advertisement for Bids for EMS Ambulance.pdf
- Notice to Submit Bids for CDHS EAGS Trust.pdf
- Declaration of Local State of Disaster 7-13-2022.pdf
- DECLARATION OF LOCAL STATE OF DISASTER 7-09-2022.pdf
- Public Notice 3/23/2023.pdf
- Terrell County Fair Hearing Public Service Appointment.pdf
- April as Fair Hearing Month Information.pdf
- Code of Conduct Policy.pdf
- Executive Fair Policy.pdf
- Fair Hearing Policy.pdf
- Resolution Adopting Committee Policies.pdf
- Section 504 Policy Non-Discrimination Policy.pdf
- Local Disaster Declaration 06.15.2022.pdf
- Citizen Participation Plan English Spanish.pdf
- Civil Right Notices English Spanish.pdf
- Sanitation Rates 12023
- Terrell County Notice About 2023 Tax Rates
- Texas Community Development Block Grant Program for Removal of Architectural Barriers
- TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR TERRELL COUNTY WCD
- DECLARATION OF LOCAL STATE OF DISASTER
- Governor's Executive Order #34
- Governor's Executive Order #32
- Proclamation by the Governor's Office
- Declaration of Local State Disaster Due to Public Health Emergency
- Amended Declaration of Local State of Disaster April 2, 2020
- Governor Executive Order 6826
- Employee Bids under the PSC261
- http://open.texas.gov
- Free Sanitation Company.pdf
- Sanitation Contest

Terrell County Swimming Pool will Open SATURDAY May 27TH or May 30th 2023 2:00pm-6:00pm

If you received this email, please disregard.

**General Wage Decision Number TX20230090 for Waterline Replacement Project** – Commissioner Johnson motioned to pay laborers as part of the contract using the General Wage Decision Number. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

"General Decision Number: TX20230090 01/06/2023

Superseded General Decision Number: TX20220090

State: Texas

Construction Type: Heavy

Counties: Andrews, Borden, Brewster, Crane, Crockett, Dawson, Edwards, Gaines, Glasscock, Howard, Hudspeth, Jeff Davis, Loving, Martin, Presidio, Reagan, Reeves, Sutton, Terrell, Upton, Val Verde and Winkler Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered

contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>• Executive Order 14026 generally applies to the contract.</li> <li>• The Contractor must pay all covered workers at least 16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>• Executive order 13658 generally applies to the contract.</li> <li>• The contractor must pay all covered workers at least \$12.50 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

**The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.**

**Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.**

**Modification Number                      Publication Date**  
**0    01/06/2023**

**SUTX2009-123 04/21/2009**

	<b>Rates</b>	<b>Fringes</b>
<b>CEMENT MASON/CONCRETE FINISHER...\$</b>	<b>13.00 **</b>	<b>0.00</b>
<b>LABORER: Common or General.....\$</b>	<b>9.00 **</b>	<b>0.00</b>
<b>LABORER: Pipelayer.....\$</b>	<b>10.65 **</b>	<b>0.00</b>
<b>OPERATOR: Backhoe/Trackhoe.....\$</b>	<b>14.00 **</b>	<b>0.00</b>
<b>OPERATOR: Bulldozer.....\$</b>	<b>14.25 **</b>	<b>0.00</b>
<b>OPERATOR: Loader (Front End) .....\$</b>	<b>11.52 **</b>	<b>0.00</b>
<b>TRUCK DRIVER.....\$</b>	<b>10.80 **</b>	<b>0.26</b>

**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

**\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.**

**Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this**

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### **Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. **EXAMPLE: UAVG-OH-0010 08/29/2014.** UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### **WAGE DETERMINATION APPEALS PROCESS**

**1.) Has there been an initial decision in the matter? This can be:**

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

**2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:**

**Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage



payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**END OF GENERAL DECISION**

**Contract of Administration with Esser & Company, LLC for CDBG Project Number CFC 23-0094 and authorize County Judge to sign** – Commissioner Serna motioned to approve the contract of Administration with Esser & Company, LLC for CDBG Project Number CFC 23-0094 and to Authorize the County Judge to sign. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**ADMINISTRATION/PROFESSIONAL SERVICES**

**PART I AGREEMENT**

THIS AGREEMENT entered into this 11<sup>th</sup> Day September 2023, by and between Terrell County hereinafter called the "COUNTY", acting herein by Dale Carruthers, Terrell County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called the "Contractor", acting herein by Cart Esser.

WITNESSETH THAT:

WHEREAS, Terrell County desires to implement Water Improvements for the Terrell County Water Control & Improvement District No. 1 for Terrell County under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the COUNTY desires to engage Esser & Company Consulting LLC to render certain professional/administration services in connection with this CDBG Project, Contract Number CFC 23-0094.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on September 11, 2023 in any event, all of the services required and performed hereunder shall be completed sixty (60) days after the end date of the Contract No. CFC 23-0094.
3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TOA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCOBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TOA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ **60,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement. Payment of the fees shall be contingent on CDBG funding. In the event that grant funds are not awarded to Terrell County by TOA through the TxCDBG program, this agreement shall be terminated by Terrell County.

7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including

attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

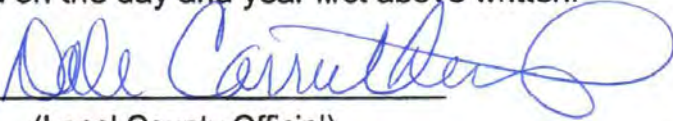
8. Miscellaneous Provisions

- This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Terrell County, Texas.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

**IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.**

BY: 

(Local County Official)

Dale Carruthers

(Printed Name)

Terrell County Judge

(Title)

BY: 

(Contractor's Authorized Representative)

Carl Esser

(Printed Name)

Consultant

(Title)



**Contract of Administration with Esser & Company, LLC for CDBG Project Number CDV 23-0095 and authorize County Judge to sign** - Commissioner Serna motioned to approve the contract of Administration with Esser & Company, LLC for CDBG Project Number CDV 23-0095 and to Authorize the County Judge to sign. Commissioner Chavez seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**ADMINISTRATION/PROFESSIONAL SERVICES**

**PART I AGREEMENT**

THIS AGREEMENT entered into this 11<sup>th</sup> Day September 2023, by and between Terrell County hereinafter called the "COUNTY", acting herein by Dale Carruthers, Terrell County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called the "Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Terrell County desires to implement Senior Citizen Center Improvements for Terrell County under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the COUNTY desires to

engage Esser & Company Consulting LLC to render certain professional/administration services in connection with this CDBG Project, Contract Number CDV 23- 0095.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part 11, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on September 11, 2023 in any event, all of the services required and performed hereunder shall be completed sixty (60) days after the end date of the Contract No. CDV 23-0095.
3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TOA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TOA
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ **50,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement. Payment of the fees shall be contingent on CDBG funding. In the event that grant funds are not awarded to Terrell County by TDA through the TxCDBG program, this agreement shall be terminated by Terrell County.

7. Indemnification -The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including

attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.


10. Miscellaneous Provisions

- This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Terrell County, Texas.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

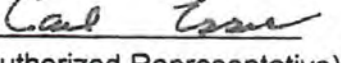
11. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:   
(Local County Official)

Dale Carruthers  
(Printed Name)  
Terrell County Judge  
(Title)

BY:   
(Contractor's Authorized Representative)  
Carl Esser  
(Printed Name)  
Consultant  
(Title)



Proposal in principle the terms of an extension of the existing Grazing Lease with Joe David Yates negotiate at a later date for approval and a Proposal of a sublease between Joe David Yates and Newfield Farms – Commissioner Chavez motioned to approve (with Mr. Bellah overseeing the lease and sublease) Joe David Yates to enter in a sublease with Newfield Farms. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

### Proposal to Terrel Co. for Farm Project

#### Scope of Project:

- **Land Allocation:** Two sections of land situated in the SE portion of Radar P.
  - **Land Size:** Approximately 480 acres under pivot for each section.
- **Fencing Responsibilities:**
  - JDY Inc. and Newfeld Farms will jointly take on the responsibility of fencing each section.
- **Land Clearing and Production:**
  - Newfeld Farms will oversee the clearing of the land sections.
  - The land will be put into production solely at the expense of Newfeld.
  - The clearing and subsequent production phases will be guided and supervised by the NRCS.
- **Well Drilling and Equipping:**
  - Newfeld Farms will drill wells, ensuring they are sufficient to operate the pivots.
  - The wells will be equipped with the necessary pumps and pivots by Newfeld.

- **Crop Production:**
    - **Major Crops:** Peanuts and Cotton.
    - **Cover Crop:** Wheat. This will potentially serve as grazing fodder for the ranch and can also be used for hay production.
  - **Project Duration:**
    - Given the significant investment required for land development, this is envisioned as a multi-year project.
    - Proposed Amendment: Extend the existing lease term and 5-year option to extend by an additional 5 years. (This could be extended even further if both parties were in agreement to do so.
- 

**Conclusion:**

The initiation of this project stands as a testament to the commitment of diversifying and enhancing the value of the Terrel Co. School Lands.

- **Value Addition:** Beyond the immediate agricultural benefits, the project is set to significantly enhance the ranch's value as a production ranch.
- **Water Development:** In an area where water is invaluable, the development of deeper and stronger wells marks a strategic advantage. While the current water system is merely composed of old shallow and weak wells for livestock and wildlife, this project promises a comprehensive upgrade to the existing water system and a better understanding of the deeper aquifers in play under the Terrel Co. School Land.
- **Enhanced Productivity:** The thorough understanding and development of the underground water system, coupled with diversified crop production, are bound to make Terrel Co. School Land exponentially more productive and drought-proof than its present state.

By endorsing this project, Terrel Co. is not only investing in its present but ensuring a prosperous future for the ranch and its stakeholders at no expense to the Terrel Co. School Land Trust.

**Intergovernmental Agreement between Winkler County and Terrell County** – Commissioner Serna motioned to accept the Intergovernmental Agreement between Winkler County and Terrell County. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**INTERGOVERNMENTAL AGREEMENT BETWEEN WINKLER COUNTY AND TERRELL COUNTY REGARDING HOUSING OF TERRELL COUNTY INMATES IN THE WINKLER COUNTY LAW ENFORCEMENT CENTER/JAIL**

THE STATE OF TEXAS  
THE COUNTIES OF  
TERRELL AND WINKLER



KNOW ALL MEN BY THESE PRESENTS

The County of Winkler, Texas hereafter referred to as 'WINKLER' and the County of Terrell, Texas hereafter referred to as 'TERRELL', enter into the following agreement concerning the incarceration of prisoners of TERRELL County Texas, and said agreement is set as follows;

1. A) WINKLER hereby agrees to house prisoners incarcerated by TERRELL if space is available. The availability of the space shall be determined by the WINKLER County Sheriff in accordance with jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.

B) WINKLER and TERRELL hereby agree that WINKLER will not house any injured prisoner unless TERRELL furnishes an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated. Medical release shall be confirmed by WINKLER medical personnel.

C) The fee for housing said prisoners shall be at the rate of **\$62.00** per day, per prisoner, and WINKLER shall bill TERRELL on a monthly basis for said cost by an itemized statement showing the number of days per each individual prisoner. WINKLER will charge the per diem fee the day the inmate is booked in. The day the inmate is returned/released will not be charged.

2. TERRELL will reimburse WINKLER for all paid medical expenses incurred by prisoners housed by WINKLER for TERRELL. This includes hospital, health care services, dental (extractions only), EMS, and prescription medications. Nonprescription medications will be administered without charge by WINKLER for indigent inmates. WINKLER agrees to notify TERRELL prior to a prisoner receiving medical attention outside of the law enforcement center except in the case of an emergency and then notification must be made as soon as possible.

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3. TERRELL agrees to comply with all booking procedures of WINKLER. WINKLER agrees to furnish TERRELL with a copy of the required forms and procedures.

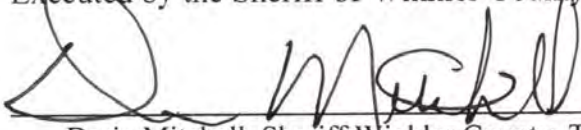
4. WINKLER further agrees that should a prisoner be injured while being housed by WINKLER that WINKLER will within ten (10) hours notify TERRELL of said injury and provide TERRELL with copies of all incident report(s) relating to said injury.

5. The Winkler County Sheriff reserves the right to refuse or remove any inmate from the Winkler County Law Enforcement Center. TERRELL shall promptly arrange to take custody of its prisoner(s) if so requested by the Winkler County Sheriff.

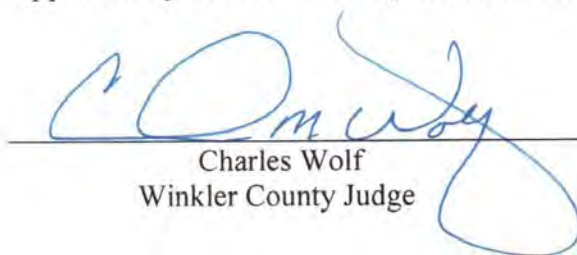
6. TERRELL shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees, but only in regard to transfer of prisoner(s) by TERRELL and duties herein assigned to TERRELL, specifically excluding the actual incarceration of prisoners by WINKLER. TERRELL retains full liability for each inmate until the inmate has been booked in to the Winkler County Law Enforcement Center.

7. WINKLER shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees arising out of WINKLER's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by WINKLER County Law Enforcement Center and specifically excluding the transfer of prisoner(s) by WINKLER County Law Enforcement Center and specifically excluding the transfer of prisoners to and from WINKLER unless transported by WINKLER.
8. PRIMARY TERM: The primary term of this Agreement is for a period of one (1) year from the date of execution.
9. RENEWALS: This Agreement may be renewed annually by mutual agreement of the parties. Terrell County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
10. TERMINATION: This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 9. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Winkler County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Terrell County's inmates.
11. TERRELL has agreed to assume responsibility for all transportation of TERRELL prisoners housed in WINKLER.
12. FUNDING SOURCE: Terrell County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act.

Executed by the Sheriff of Winkler County on this 14 day of August, 2023

  
 Darin Mitchell, Sheriff Winkler County, Texas

Approved by Winkler County Commissioners Court on this 14 day of August 2023

  
 Charles Wolf  
 Winkler County Judge

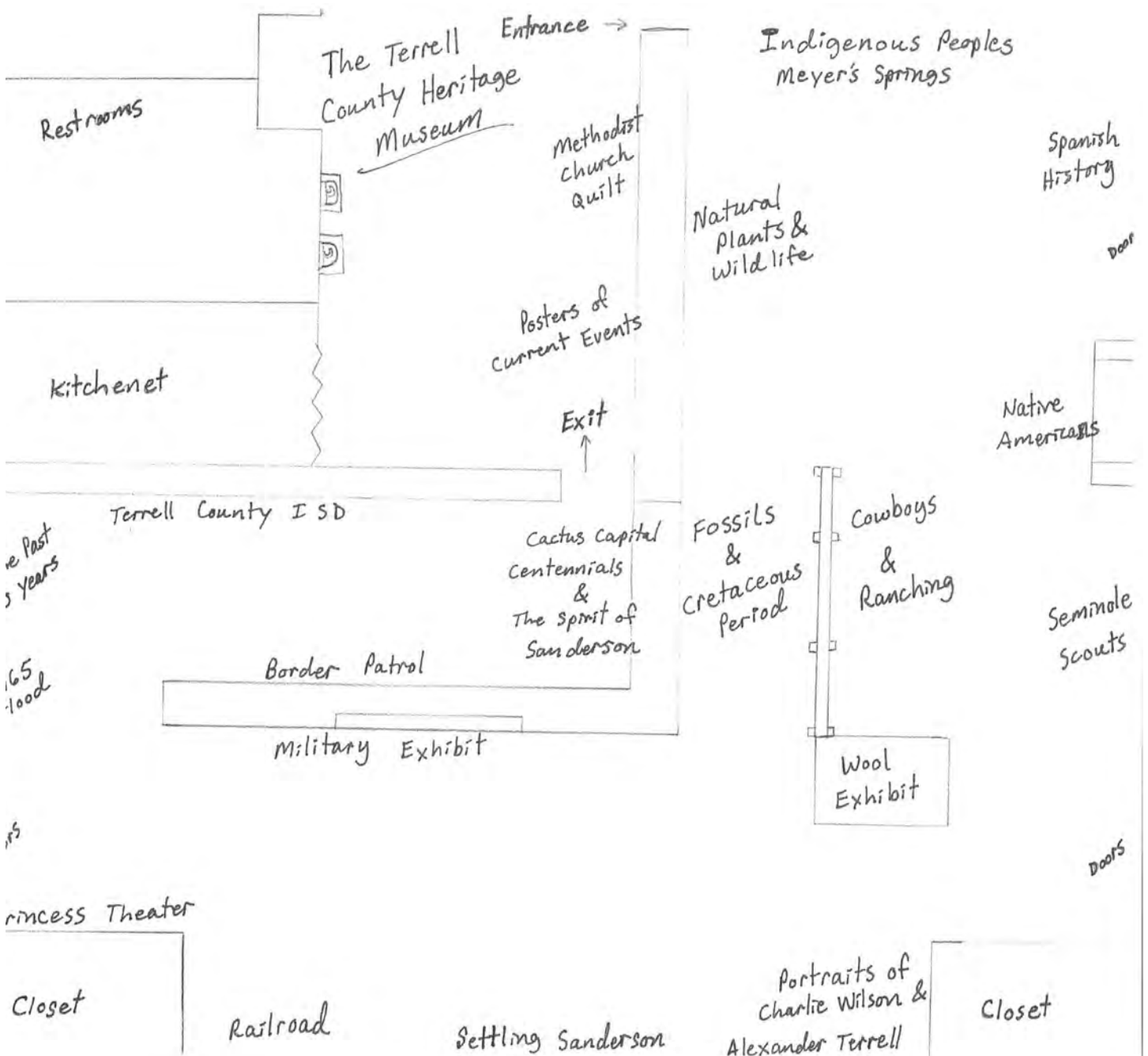
Executed by the Sheriff of Terrell County on this 18 day of September, 2023

  
 Thad Cleveland, Sheriff Terrell County, Texas

Dale Carruthers  
Terrell County Judge



**Permission to apply for three Grants under Preservation, New Museum and one for Fine Arts, presented by Jerry Brotherton** – Commissioner Johnson motioned to approve Jerry Brotherton to apply for full grants (no match by County) under Preservation for the New Museum and one for the Fine Arts. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.







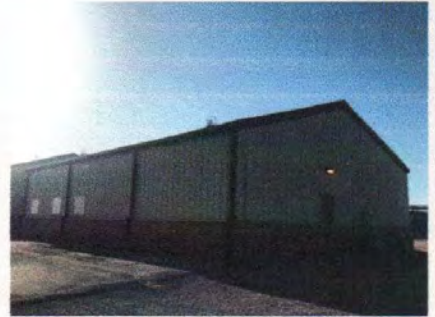
# Administration Building

## Concepts & Ideas

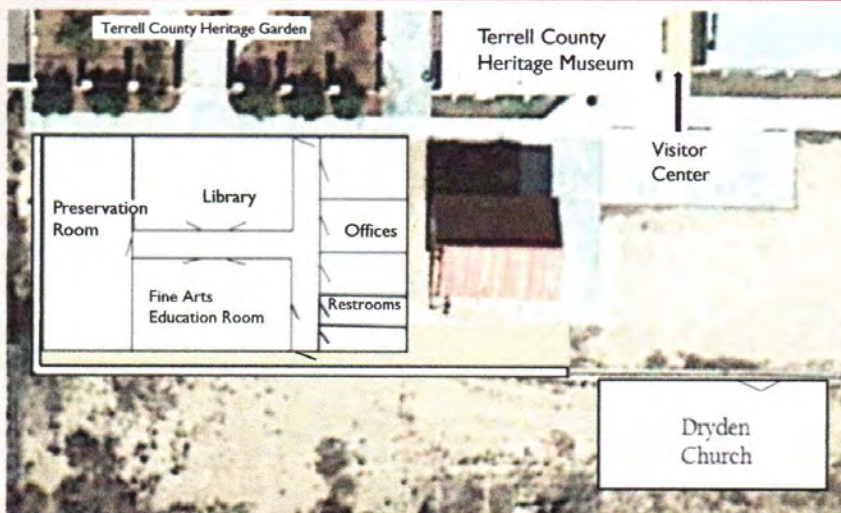
Stucco and rock style with metal roof.



Around 50 feet wide and about 70 feet long



Location is on the south end of the Heritage Garden.



## THE COLLECTION PRESERVATION ROOM



**LIBRARY** FOR RESEARCH, WORK SPACE, & MEETINGS.  
WOULD ALSO CREATE A SPACE TO DISPLAY ART.

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## FINE ARTS EDUCATIONAL CENTER

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## OFFICE SPACE FOR CURATORS AND ART DIRECTOR

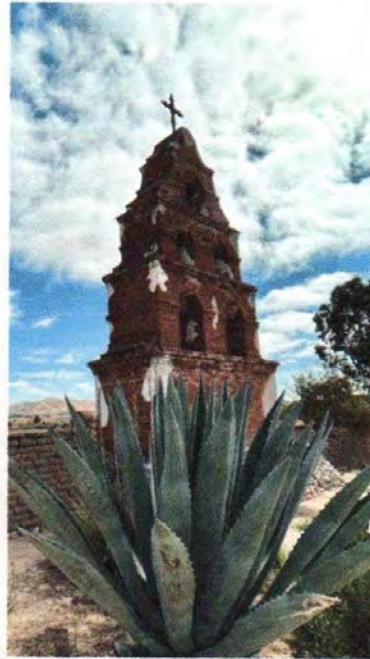
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## Extra Ideas



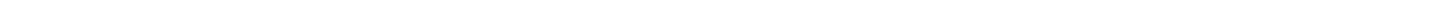
This patio and awning looks nice



A Spanish Style monument, like the one here located in California would look nice some where near the garden and could be erected in honor of the flood victims.



**INTERACTIVE DISPLAYS**



Garden needs some native plants with labels and information.

Sanderson "The Cactus Capital of Texas" Terrell County  
**TEXAS**



## OUR MISSION STATEMENT



In keeping with the “Spirit of Sanderson,” we plan to always strive for excellence, and never give up when adversity arises. Our mission is to educate the public, inspire the community, and be a destination place for those passing through. We work to collect, preserve, and exhibit materials which will show our passion for the environment, history, and the cultural diversity of Terrell County.

**Presentation by Jerry Brotherton using the Lot behind the Heritage Garden** – Commissioner Johnson motioned to approve Jerry Brotherton putting a 50ft x 70ft building on the lot behind the Heritage Garden on the condition of receiving grant funds. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Explanation of Commissioner Court Minutes and clerk’s Records Preservation Account** – Raeline spoke of the importance of receiving a dollar a page for documents that are in the clerk’s office. The dollar goes toward supplies needed to operate the clerk’s office. No Action.

**Employee Payroll Payment due to an authorized access for transfer to Commissioner Johnson** – Commissioner Serna motioned to approve the employee payroll payment to Adam Johnson that was transferred to a wrong account due to email phishing. Commissioner Chavez seconded the motion calling for a vote; Commissioner Johnson abstained; 4 members answered “aye,” and the motion carried.

**Commissioners Court for October meeting to be moved to Tuesday October 10th due to Monday October 9th being a Holiday and the Courthouse will be closed.** Commissioner Chavez motioned to move the Commissioners Court meeting to Tuesday, October 10<sup>th</sup>. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Holiday Schedule for 2024** – Commissioner Serna motioned to approve the Holiday Schedule for 2024, Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

ADAM JOHNSON  
*Commissioner, Pct. 1*

LUPE GARZA  
*Commissioner, Pct. 2*

P.O. Box 4810  
Sanderson, Texas 79848



DALE CARRUTHERS  
*Terrell County Judge*

ARNULFO SERNA  
*Commissioner, Pct. 3*

GENE CHAVEZ  
*Commissioner, Pct. 4*

Phone: 432-345-2421  
FAX: 432-345-2653

**2024 County Holidays**  
for  
Terrell County, Texas



January 1, 2024	Monday	New Year's Day
January 15, 2024	Monday	Martin Luther King
February 19, 2024	Monday	President's Day
March 29, 2024	Friday	Good Friday
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth
July 4, 2024	Thursday	Independence Day
September 2, 2024	Monday	Labor Day
Nov. 11, 2024	Monday	Veteran's Day
Nov. 27,28,29 2024	Wed, Thurs, Friday	Thanksgiving Holidays
Dec.24,25,26, 2024	Tues, Wed, Thursday	Christmas Holidays

Approved in Commissioners' Court Regular Session on September 11, 2023

**Order the designating day of the Week that Commissioner's Court will convene in regular term FY 2023 – 2024** – Commissioner Serna motioned to keep the same schedule, the second Monday of each month. Commissioner Chavez seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**2024 Terrell County Indigent Healthcare Eligibility Standards for Basic Services** – Commissioner Serna motioned to approve the 2024 Terrell County Indigent Healthcare Eligibility Standards for Basic Services. Commissioner Chavez seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Repair man to fix the air conditioner in the courthouse and library** – No Action.

**List of Bills, Ratify Bills and Other Bills** – Commissioner Johnson motioned to pay the list of bills, ratify bills and other bills except for Z-Bar \$84.01. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

Bills	\$3,342.89
Ratify Bills	\$27,969.44
Other Bills (except Z-Bar) July 2023	\$33,356.70
Un-invoiced Ratified – August 2023	\$29,530.81

**Payroll and Utility bills not yet received** – Commissioner Serna motioned to pay the payroll and utility bills not yet received and to lock the credit cards except utilities and gas cards. Commissioner Johnson seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Amendments and Transfers** – None. No Action.

**Monthly Reports** – Commissioner Serna motioned to approve the monthly reports. Commissioner Garza seconded the motion calling for a vote; all members answered "aye," and the motion carried.

Sheriff's Department  
Treasurer's Investment Report and Monthly Report:

Verbal from Sheriff Cleveland  
Presented Budget Analysis

Terrell County Treasurers Report AUGUST 2023

General Fund: as of SEPT. 08, 2023

Pecos County State Bank: \$47,675.69  
 PCSB CD @ 1.76%: \$0.00  
 TexPool INV: \$45,002.50  
 Lonestar (First Public) INV. @4.5%: \$20,325.52  
**TOTAL: \$113,003.71**

**CEDAR GROVE CEMETERY:**

Pecos County State Bank account: \$16,331.17  
 Raymond James (Money Market): \$70,427.16  
**TOTAL \$86,758.33**

**Historical Commission:**

\$6,693.09

**Hotel Motel TAX:**

\$45,665.14

**Venue:**

\$202,881.79

**Visitor Center:**

\$2,896.36

**EMS IRAC (GRANT)**

\$34,297.84

**American Rescue Program Act Fund (A.R.P.A. GRANT)**

\$34,394.77

**SHERIFFS OFFICE GRANT REIMBURSEMENTS**

OPERATION LONE STAR (O.L.S. GRANT) \$234,098.31

STONE GARDEN GRANT O.P.S.G. \$0.00

LOCAL BORDER STAR PROGRAM (L.B.S.P. GRANT) \$0.00

Animal Control	Verbal from Sheriff Cleveland
Justices of the Peace	Received
County & District Clerk	Will Send
EMS	Verbal from Stephanie
Road & Bridge	Received
Senior Citizens Transportation	Received
AgriLife Extension	Received
Museum & Historical Commission	Received
Terrell County Library	Received
Visitor Center	Received – Need Volunteers
Sanitation	None
Clinic Report	None
Volunteer Fire Department	None
Airport Report	Received
Food Pantry	Verbal from Andrea Chavez 501C Requirements need Board members – 4 people (President, Vice President, Secretary and Treasurer)

**Adjourn** - Commissioner Serna made a motion to adjourn. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

/s/ Raeline Thompson

Raeline Thompson, County Clerk, and Ex-officio Clerk  
 Terrell County Commissioners Court

**ORDER TO APPROVE MINUTES OF SPECIAL SESSION**

The above and preceding minutes of the meeting held on September 11<sup>th</sup>, 2023, are now approved (as amended this \_\_\_\_ day of \_\_\_\_\_ 2023) as presented IN OPEN COURT this 13<sup>TH</sup> day of November, AD, 2023.

Dale Carruth Presiding Officer  
 Attest: Raeline Thompson County Clerk

