

COMMISSIONERS COURT MINUTES, REGULAR SESSION, JANUARY 10, 2022

The Terrell County Commissioners Court met on Monday, the 10<sup>th</sup> day of January 2022, 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
Absent	Commissioner Pct. 2
Hon. Arnulfo Serna	Commissioner Pct. 3
Absent	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. Santiago Gonzalez	County Sheriff
Ruben Rosas	Road & Bridge Supervisor
Carl Esser - Zoom	Esser & Company Consulting LLC
Amanda Magallen	Superintendent

Commissioner Serna 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** – None.

**Minutes of Previous Meeting(s)** – No Action. Commissioner Johnson was not present for December's commissioner court.

**Permanent School Fund Projects** – Superintendent Magallen reported that a security vestibule, outside basketball hoops, and security cameras had been installed through the Permanent School Fund. The exterior doors will get a quote from Stockton Glass, and the School still needs to get quotes on the tennis court and track field. The purchasing of the house was canceled, and she talked to Mr. Wolfe about selling housing for \$500,000.00 for eight units. No Action.

**Ordering the Primary Election on March 1, 2022, for County and Precinct offices** – Commissioner Johnson motioned to Order the Primary Election on March 1, 2022, for the County and Precinct offices. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Resolution authorizing the 2022 Joint Primary Election** – Commissioner Johnson motioned to approve the Resolution authorizing the March 2022 Joint Primary Election Services Contract between the County Elections Officer, State of Texas, County of Terrell, and Terrell County Democratic and Republican Parties. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Resignation of Cindy (Alex) Nash-Ford the cleaning of the Convention Center** – Commissioner Johnson motioned to accept the resignation of Cindy (Alex) Nash-Ford the cleaning of the Convention Center. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Animal Control Resolution Review the original 1989 and 2017** – Review the Animal Control and Shelter Policy on rates and fees. Cindy (Alex) Nash-Ford will make corrections to the 2017 policy and present the revised policy next commissioner’s court. No Action.

**Renewal of Interlocal Agreement from Regional Public Defender Office for Capital Cases** - Commissioner Serna motioned to accept the renewal of the Interlocal Agreement from the Regional Public Defender Office for Capital Cases. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

## **INTERLOCAL AGREEMENT**

This interlocal agreement (the “Agreement”) is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** (“RPDO”), and **TERRELL COUNTY, TEXAS** (“PARTICIPANT”), a political subdivision of the State of Texas, (also, individually, a “Party” or, collectively, the “Parties”). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### **RECITALS**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a “local government” pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Terrell County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### **ARTICLE I PROGRAM**

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the “RPDO”), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the “TIDC”), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions (“Region”) are also participating in the program. Each county’s participatory costs are based upon funding received from the Texas Indigent Defense Commission (“TIDC”). The remaining portion of the program’s budget is cost-sharing commensurate with all eligible counties’ applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1<sup>st</sup> for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 181, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(i) of the Texas Code of Criminal Procedure; and (vii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the PARTICIPANT. PARTICIPANT may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to PARTICIPANT's agreement with the RPDO that support the calculations of charges invoiced to the PARTICIPANT under this Agreement. Such audits shall be conducted at PARTICIPANT's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## **ARTICLE II** **OTHER TERMS AND** **CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith  
Jr.  
Chief Public  
Defender  
Regional Public Defender for Capital  
Cases PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

If to PARTICIPANT:

Honorable Dale  
Carruthers County  
Judge  
Terrell County  
105 E.  
Hackberry  
Sanderson, Texas 79848  
E-Mail: [assistant@co.terrell.tx.us](mailto:assistant@co.terrell.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any 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 and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.

2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

(a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.

(b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written

notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 10<sup>th</sup> day of January, 2022.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF TERRELL

\_\_\_\_\_  
Rick Waldroup, Chairman

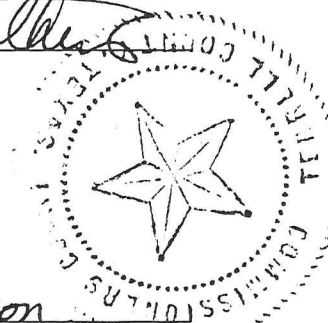
Dale Carruthers  
Honorable Dale Carruthers  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Geoff Burkhart, Board Secretary

Raeline Thompson  
County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

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SIGNED AND EXECUTED this 10<sup>th</sup> day of January, 2022.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF TERRELL

*Rick Waldroup*

*Dale Carruthers*

Rick Waldroup, Chairman

Honorable Dale Carruthers  
County Judge

ATTEST:

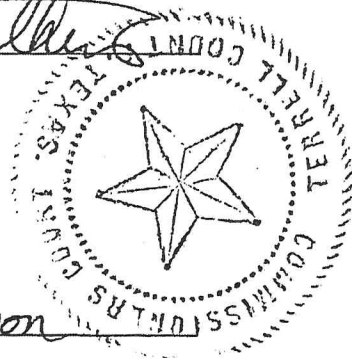
ATTEST:

*Geoff Burkhart*

*Raeline Thompson*

Geoff Burkhart, Board Secretary

County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

*Ray Keith*

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade  
Underwood Law Firm  
General Counsel

	2010	% Total	Avg cases	% Total	FY22 Cost per	FY23 Cost per
County	Pop	Pop	Per yr	Cases	County	County
Terrell	984	0.0%	0	0.00%	\$1,000.00	\$1,000.00

**Reviewing/ranking proposals for Architectural Services for the TDHCA Community Resiliency Program**  
– Mr. Carl Esser spoke to the commissioner's court through zoom, stating that five Architectural Services were contacted and received only one back from Davis Powell Architect. Commissioner Johnson motioned to accept the David Powell Architect Firm proposal. Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**Resolution of Award for Architectural Services for the TDHCA Community Resiliency Program**  
– Commissioner Johnson motioned the resolution to award Davis Powell Architect the contract of the professional architectural services for the Terrell County 2022 TDHCA Community Resiliency Program Fund.

Commissioner Serna seconded the motion calling for a vote; all members answered "aye," and the motion carried.

**RESOLUTION**

A RESOLUTION OF THE TERRELL COUNTY COMMISSIONERS COURT, TERRELL COUNTY, TEXAS AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS COMMUNITY RESILIENCY PROGRAM (CRP) FUND

WHEREAS, the 2022 Texas Department of Housing & Community Affairs Community Resiliency Program Fund requires implementation by professionals experienced in the implementation of managing grant funds to CDBG requirements;

WHEREAS, in order to identify the most qualified provider for these services a Solicitation for Professional Architectural Services Request for Qualifications has been completed in accordance with CDBG 24 CFR 200 Guidelines and Texas Department of Housing & Community Affairs requirements;

WHEREAS, the proposals received by the due date of January 6, 2022 10:00 AM have been reviewed and evaluated resulting in the identification of the most qualified, responsive provider for this service;

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. That Kevin Powell architect be awarded a contract to provide Texas Department of Housing & Community Affairs Community Resiliency Program project-related **professional architectural services** for the Terrell County 2022 TDHCA Community Resiliency Program Fund;

Section 2. That any and all contracts or commitments made with the above-named service provider are dependent upon the successful negotiation of a contract with the service provider and contingent upon the availability of funding from the Texas Department of Housing & Community Affairs;

**READ, PASSED, AND APPROVED** on this the 10<sup>th</sup> day of January 2022.

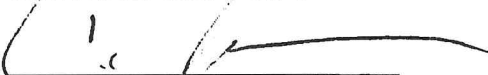


DALE CARRUTHERS  
Terrell County Judge



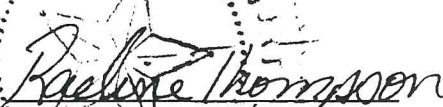
ADAM JOHNSON  
Commissioner Pct. 1


\_\_\_\_\_  
MIKE SANCHEZ  
Commissioner Pct. 2



ARNULFO SERNA  
Commissioner Pct. 3

\_\_\_\_\_  
HEATHER GULLY  
Commissioner Pct. 4

ATTEST:  
  
RAELINE THOMPSON  
County Clerk



**Affidavit of Posting Citizen Participation Public Hearing Notice for Terrell County TDHCA Community Resiliency Program Grant Applications** – Commissioner Serna motioned to approve the Affidavit of Posting Citizen Participation Public Hearing Notice for Terrell County TDHCA Community Resiliency Program Grant Application. Commissioner Johnson seconded the motion calling for a vote; all members answered "aye," and the motion carried.

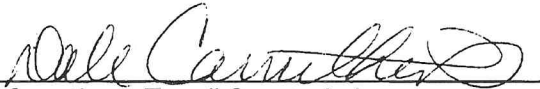
**Affidavit of Posting – Citizen Participation Public Hearing  
Terrell County TDHCA Community Resiliency Program**

I, Dale Carruthers Terrell County Judge, do hereby certify that pursuant to the laws of the State of Texas and of the County of Terrell, a Notice publishing the County's Citizen Participation Public Hearing Notice in both English & Spanish was conspicuously posted at 9:00 AM December 13, 2021 in a manner plainly visible to the general public at the Terrell County Courthouse 105 E. Hackberry St. Sanderson, Texas and on the Terrell County Official website on December 13, 2021 through December 20, 2021 (at least 5 days after the original posting and signing this affidavit after this initial posting period). Pursuant to CDBG program requirements, the notice has been posted in two locations:

Location of Posted Notice: (for example, lower left corner of east window of City Hall, or in the center of the north door of the County Courthouse, etc.)

Terrell County Courthouse Main Entrance 105 E. Hackberry Street Sanderson, Texas 79848 and on the Terrell County Official website [www.terrellcounty.com](http://www.terrellcounty.com)

Attach a photograph of the Notice as posted on the premises (notices must be legible). If also posting on the Grant Recipient's website, attach screen shots of the notices.



Dale Carruthers, Terrell County Judge

January 10, 2022

Date

CDBG Community Resiliency Program

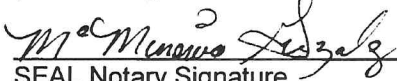
State of Texas

County of Terrell

Subscribed and sworn to before me by Dale Carruthers Terrell County Judge

this 10<sup>th</sup> day of January, 2022.

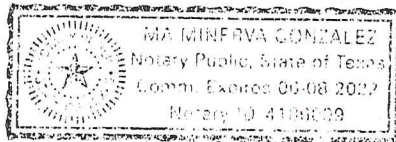
(must be signed no less than 72 hours after the initial posting)



SEAL Notary Signature

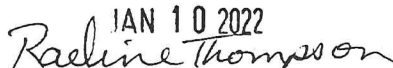
06/08/2022

My Commission expires:



No. \_\_\_\_\_  
FILED TIME 9:00 AM

9/1/2020

IAN 10 2022  
  
CLERK, COUNTY COURT, TERRELL CO., TEXAS  
BY: \_\_\_\_\_ DEPUTY

**Resolution for the Community Resiliency Program Grant Application-Public Facility and Improvements through the TDHCA (CDBG-CARES Act.) for the Terrell County EMS Facility – Commissioner Serna motioned to approve Judge Carruthers to apply for the Community Resiliency Program Grant for the Terrell County EMS Facility. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.**



## RESOLUTION

A RESOLUTION OF THE TERRELL COUNTY COMMISSIONERS COURT, OF TERRELL COUNTY, TEXAS AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) COMMUNITY RESILIENCY PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY RESILIENCY PROGRAM.

WHEREAS, the Commissioners Court of Terrell County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist in which represent a threat to the public health and safety; and


WHEREAS, it is necessary and in the best interest of Terrell County to apply for funding under the Community Development Block Grant Cares Act Community Resiliency Program;


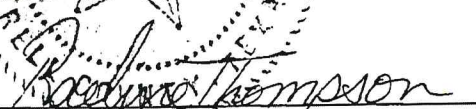
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TERRELL COUNTY, TEXAS:

1. That a Community Development Block Grant Cares Act Community Resiliency Program application for the Community Resiliency Program is hereby authorized to be filed on behalf of Terrell County with the Texas Department of Housing & Community Affairs.
2. That the County's application be placed in competition for funding under the Community Resiliency Program Fund.
3. That the application be for \$ 1,644.851.39 of grant funds to provide for Public Facilities and Improvements New EMS Facility in Sanderson, Texas to augment Terrell County's ability to be more resilient in preparing for and responding to future pandemics.
4. That the Commissioners Court directs and designates the Terrell County Judge as the County Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Community Development Block Grant Program.
5. That all funds be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

6. That it further be stated that NO MATCH is required with this project.

Passed and approved this 10<sup>th</sup> day of January 2022.

  
Dale Carruthers  
Terrell County Judge  
Terrell County, Texas

  
  
Raeline Thompson  
Terrell County Clerk  
Terrell County, Texas

**Resolution for the Community Resiliency Program Grant Application-Public Facility and Improvements through the TDHCA (CDBG-CARES Act.) for the Terrell County Senior Citizen Facility** – Commissioner Serna motioned to approve Judge Carruthers to apply for the Community Resiliency Program Grant for the Terrell County Senior Citizen Facility. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

#### RESOLUTION

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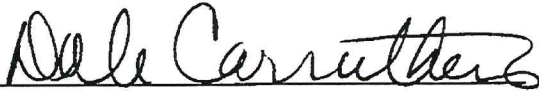
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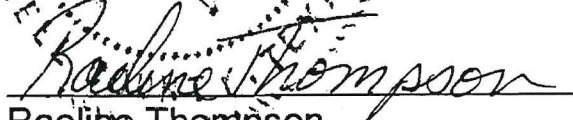
2. That the County's application be placed in competition for funding under the Community Resiliency Program Fund.
3. That the application be for \$ 2,245,866.91 of grant funds to provide for Public Facilities and Improvements New Senior Citizen Center Facility in Sanderson, Texas to augment Terrell County's ability to be more resilient in preparing for and responding to future pandemics.
4. That the Commissioners Court directs and designates the Terrell County Judge as the County Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Community Development Block Grant Program.
5. That all funds be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that NO MATCH is required with this project.

Passed and approved this 10<sup>th</sup> day of January 2022.



Dale Carruthers  
Terrell County Judge  
Terrell County, Texas





Raeline Thompson  
Terrell County Clerk  
Terrell County, Texas

**Resolution for the Community Resiliency Program Grant Application-Public Facility and Improvements through the TDHCA (CDBG-CARES Act.) for the Terrell County EMS Vehicle** – Commissioner Serna motioned to approve Judge Carruthers to apply for the Community Resiliency Program Grant for the Terrell County EMS Vehicle. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

#### RESOLUTION

A RESOLUTION OF THE TERRELL COUNTY COMMISSIONERS COURT, OF TERRELL COUNTY, TEXAS AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) COMMUNITY RESILIENCY PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND

COMMUNITY AFFAIRS AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY RESILIENCY PROGRAM.

WHEREAS, the Commissioners Court of Terrell County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

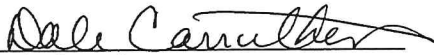
WHEREAS, certain conditions exist in which represent a threat to the public health and safety; and



WHEREAS, it is necessary and in the best interest of Terrell County to apply for funding under the Community Development Block Grant Cares Act Community Resiliency Program;

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

1. That a Community Development Block Grant Cares Act Community Resiliency Program application for the Community Resiliency Program is hereby authorized to be filed on behalf of Terrell County with the Texas Department of Housing & Community Affairs.
2. That the County's application be placed in competition for funding under the Community Resiliency Program Fund.
3. That the application be for \$ 351,000.00 of grant funds to provide for Public Services for an Emergency Medical Service (EMS) Vehicle for Sanderson, Texas to augment Terrell County's ability to be more resilient in preparing for and responding to future pandemics.
4. That the Commissioners Court directs and designates the Terrell County Judge as the County Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Community Development Block Grant Program.
5. That all funds be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that **NO MATCH** is required with this project.

Passed and approved this 10<sup>th</sup> day of January 2022.

  
Dale Carruthers  
Terrell County Judge  
Terrell County, Texas

  
  
Raeline Thompson  
Terrell County Clerk  
Terrell County, Texas

**Texas Department of Agriculture for the TX CDBG Colonia Planning Funds for 2022** – Commissioner Johnson motioned to approve applying for the TX CDBG Colonia Planning Funds for 2022. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Colonia Planning Fund per CFR Part 200 Guidelines** – Commissioner Johnson motioned on requesting proposals for Grant Writing/Application Preparation, Grant Administration/Planning Services for the Colonia Planning Fund per CFR Part 200 Guidelines. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Paying the list of bills – \$21,838.33**

Commissioner Serna motioned to pay the list of bills. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Paying other bills/Ratified Bills –**

- Ratifies – **\$25,320.71**
- Other Bills - **\$1,992.48**

Commissioner Serna motioned to pay the other bills, ratified bills, and the ratified bills that were not invoiced. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Payroll & Utility Bills not yet received —**

- Payroll Pay Date 12/17/2021 - **\$47,673.69**
- Payroll Pay Date 12/31/2021 - **\$50,144.48**

Commissioner Serna motioned to pay the Payroll and Utility Bills not yet received. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Amendments and Transfers – NONE**

**Consider approval of the following Monthly Reports –**

- a) Sheriff’s Department / Animal Control – Received December
- b) Justices of the Peace – Precincts 1, 2, 3, and 4 – Received December
- c) County & District Clerk – Received December
- d) Constable – None
- e) EMS – Received December
- f) Road & Bridge Superintendent – Received December
- g) Senior Citizens Transportation – Received December
- h) AgriLife Extension – None
- i) Museum & Historical Commission – None
- j) Terrell County Library – Received December
- k) Visitor Center – None
- l) Sanitation – Received December
- m) Clinic Report – Received December
- n) Treasurer’s Investment Report and Monthly Report – None
- o) Volunteer Fire Department – Received December
- p) Airport Report – Received December
- q) Food Pantry – None

Commissioner Serna motioned to approve the monthly reports. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**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 REGULAR SESSION**

The above and preceding minutes of the meeting held on January 10, 2022, are now approved (as amended this \_\_\_\_\_ day of \_\_\_\_\_ 2022) as presented IN OPEN COURT this 9th day of May, AD, 2022.

*Dale Carruth*  
Presiding Officer

Attest: *Rachino Thompson* County Clerk

