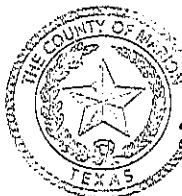


119 West Lafayette Street, Suite 1
Jefferson, Texas 75657



FILED FOR RECORDS
20 SEP -3 PM 1:52

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

Commissioner J. R. Ashley
Commissioner Glenn Dorough

Hon. Leward J. Eaflour
Marion County Judge

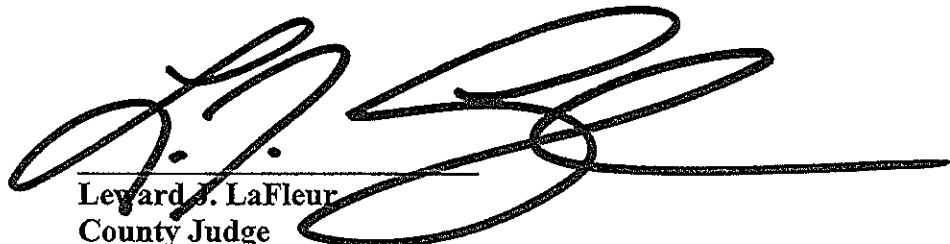
VIRGIE SMITH
CLERK MARION CO

Commissioner Joe McKnight
Commissioner C. W. Treadwell

Notice is hereby given that a special meeting of the Marion County Commissioners Court will be held on the 9th September, 2020 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. 9:00 am – Public Hearing to consider continuing to fund the preservation and restoration of Records Archive Plans for 2021 for the County Clerk and District Clerk.
2. 9:15 am – Public Hearing for the Proposed 2021 Marion County Budget.
3. Per LGC 152.013 – discuss and approve salaries, expenses and allowances of Elected County and Precinct Officials as presented in proposed 2021 budget.
4. 9:30 am – Public Hearing for the 2020 Tax Rate of .578067.
5. Adopt the 2021 Marion County Budget.
6. Adopt the 2020 Tax Rate for Marion County.
7. Ratify that the adopted 2021 budget will raise more total property taxes than last year's property taxes by \$71,589.00 which is 1.97% increase from last year's budget and that \$38,096.00 is tax revenue to be raised from new property added to the tax roll this year.
8. Approve order to adopt District Clerk's Records Archival Plan for Fiscal Year 2021.
9. Approve order to adopt County Clerk's Records Archival Plan for Fiscal Year 2021.
10. Record 2020-2021 Annual Compensation Order for the 276th Court Reporter.
11. Record Annual Compensation Order for the 115Th Court Reporter.
12. Record 2021 Annual Compensation Order for the Marion County Auditor.
13. Consider for approval TCDRS Plan Agreement for Plan Year 2021 at 12.57% authorizing the County Judge to sign.
14. Consider for approval 2020-2021 TAC Health Benefit Pool Plan authorizing the County Judge to sign.

15. Consider approval of TXDOT Routine Airport Maintenance Program project ID
M2119JFRS ending August 31, 2021 to be electronically signed by the County Auditor.

A handwritten signature in black ink, consisting of several large, overlapping loops and a long horizontal stroke extending to the right.

Leward J. LaFleur
County Judge
Marion County, Texas

**DISTRICT CLERK-MARION COUNTY, TEXAS
PRESERVATION AND RESTORATION RECORDS PLAN**

EXECUTIVE SUMMARY

The purpose of this document is to define the restoration and preservation, digital capture, storage, retention and management of archived records belonging to the District Clerk's Office. Many offices are moving records to digital/microfilmed format to relieve storage issues. In order to comply with retention and preservation statutes and the Texas State Library and Archives Commission rules, the District Clerk must plan to maintain permanently the district court records in a media that will allow future transition of records. The Marion County District Clerk collected a \$5.00 fee per document as directed in SB 1856 which amended Section 101.0611 of the Local Government Code which became effective June 19, 2009.

HB 1913 amended Section 118.052 of the Local Government Code to read "each document filed \$10.00", thus, increasing the fee from \$5.00 to not more than \$10.00. The increased fee became effective September 1, 2013. With the passage of Senate Bill 658, the \$10.00 fee became permanent effective September 1, 2019.

GOAL

The goal is to reproduce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office will also be restoring records, suspending or reducing deterioration of public records, improving the public access to these documents in a manner that reduces the risk of deterioration and possibly reducing or eliminating paper documents.

SCOPE

The scope of this document includes the following:

- All District Clerk records filed with the District Clerk's office
- Plans to restore and preserve records with significant historical value
- Future plans to improve public and governmental access

SECTION ONE: RECORDS CURRENTLY IN REPOSITORY

Currently the District Clerk's office holds approximately 287 books regarding civil and criminal actions that date back from 1860 through 1997. Fee Book usage was discontinued effective January 1, 1998 as the computer was adopted as the only source for fees. The District Clerk's office also holds approximately 37,264 case files of active and disposed cases. Scanning of documents was implemented in June, 2011 when software was purchased to achieve the ability to print copies of all documents filed in cases thus eliminating the filming of court orders which had to be stored in book form.

| Elected Officials / Appointed | Salary | Car Allowance |
|--------------------------------------|---------------|----------------------|
| County Judge | \$39,844 | \$4,000 |
| County Clerk | \$39,844 | - |
| District Clerk | \$39,844 | - |
| JP #1 | \$35,743 | \$6,500 |
| JP #2 | \$20,112 | \$5,000 |
| County Attorney | \$10,800 | - |
| County Auditor | \$38,914 | - |
| County Treasurer | \$39,844 | - |
| Tax Assessor-Collector | \$39,844 | - |
| Constable 1 | \$33,808 | - |
| Constable 2 | \$22,047 | \$3,500 |
| Sheriff | \$39,844 | - |
| Commissioners 1-4 | \$35,095 | \$7,600 |
| Extension Office | \$13,730 | \$5,000 |
| Veteran Service officer | \$7,620 | - |
| Emergency Management Coordinator | \$4,500 | - |

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.578067 per \$100 valuation has been proposed by the governing body of MARION COUNTY.

| | |
|-------------------------|----------------------|
| PROPOSED TAX RATE | \$0.578067 per \$100 |
| NO-NEW REVENUE TAX RATE | \$0.570832 per \$100 |
| VOTER-APPROVAL TAX RATE | \$0.595974 per \$100 |
| DE MINIMIS RATE | \$0.719726 per \$100 |

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for MARION COUNTY from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that MARION COUNTY may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for MARION COUNTY exceeds the voter-approval tax rate for MARION COUNTY

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for MARION COUNTY, the rate that will raise \$500,000, and the current debt rate for MARION COUNTY

The proposed tax rate is greater than the no-new-revenue tax rate. This means that MARION COUNTY is proposing to increase property taxes for the 2020 tax year.

A public hearing on the proposed tax rate will be held on September 09, 2020 at 9:30 am at County Courthouse Annex District Courtroom 114 W Austin 2nd Floor Jefferson TX .

The proposed tax rate is not greater than the voter-approval tax rate. As a result, MARION COUNTY is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the MARION COUNTY of MARION COUNTY at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

The members of the governing body voted on the proposed tax increase as follows:

FOR:

C.W.(Charlie) Treadwell Commissioner
Joe McKnight Commissioner

J.R.(John Ross) Ashley Commissioner
Ira Glenn Dorough Commissioner

AGAINST:

PRESENT and not voting:
Leward LaFleur County Judge

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by MARION COUNTY last year to the taxes proposed to be imposed on the average residence homestead by MARION COUNTY this year:

| | 2019 | 2020 | Change |
|-------------------------------------|-------------|-------------|--|
| Total Tax Rate (per \$100 of value) | \$0.578067 | \$0.578067 | <i>decrease of</i> \$0.000000 OR 0.00% |
| Average homestead taxable value | \$50,830 | \$56,220 | <i>increase of</i> 10.60% |
| Tax on average homestead | \$294 | \$325 | <i>increase of</i> \$31 OR 10.60% |
| Total tax levy on all properties | \$3,642,301 | \$3,713,890 | <i>increase of</i> \$71,589 OR 1.97% |

For assistance with tax calculations, please contact the tax assessor for MARION COUNTY at (903)665-3281 or karen.jones@co.marion.tx.us, or visit www.marioncountytaxoffice.com for more information.

Motion wording for item #6:

I move that the property tax rate be increased by the adoption of a tax rate of .578067 which is effectively 1.27 percent increase in the tax rate.

| | |
|-----------------------|----------------|
| General Fund Rate of | .511252 |
| Road & Bridge Rate of | <u>.066815</u> |
| Total 2020 Rate | .578067 |

THEREFORE, THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXEPNDITURES EXCEEDS LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY.

ALSO, THIS YEAR'S M&O TAX RATE IS HIGHER THAN THE NO NEW REVENUE RATE.

BE IT ORDAINED AND ORDERED by the Commissioner's Court of Marion County:

We, the Commissioner's of Marion County do hereby levy or adopt the rate on each \$100.00 worth of property located within the County of Marion County, made taxable by law, for the tax year 2020 as follows:

| | |
|--------------------|----------------|
| General Fund | <u>.511252</u> |
| Road & Bridge Fund | <u>.066815</u> |
| TOTAL TAX RATE | <u>.578067</u> |

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXEPNDITURES EXCEEDS LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY. ALSO, THIS YEAR'S M&O TAX RATE IS HIGHER THAN THE EFFECTIVE MAINTENANCE AND OPERATIONS TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.27 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.

WHEREAS, these funds are necessary and appropriate for the funding of the 2021 Marion County budget, and

WHEREAS, said budget has been heretofore regularly adopted by the Commissioner's of Marion County, and

WHEREAS, all other things required by law to be done have been done properly by the appropriate officials, now therefore

IT IS HEREBY RESOLVED, by affirmative vote of the Commissioner's of Marion County, Texas, at a regular meeting held in the Commissioner's Courtroom of the Marion County Annex Building in Jefferson, TX on the 9th day of September, 2020.

PASSED, ADOPTED AND APPROVED this day.

THE TAX ASSESSOR-COLLECTOR is hereby authorized to assess and collect the taxes of Marion County.

Date:

Leward LaFleur , County Judge

J.R. Ashley, Commissioner Pct #1

Joe McKnight, Commissioner Pct #2

Glenn Dorough, Commissioner Pct #3

Charlie Treadwell, Commissioner Pct #4

ATTEST:

Vickie Smith, County Clerk

STATE OF TEXAS

COUNTY OF MARION

**ORDER TO ADOPT RECORDS ARCHIVAL PLAN
FISCAL YEAR 2020**

WHEREAS, Government Code, Section 51.305 (b) enables the Commissioner's Court to adopt a District Court Records Archive Fee for preservation and restoration services performed in connection with maintaining a district court records archives.

WHEREAS, a Commissioner's Court approved the collection of a Records Archive Fee of \$5.00 to commence on January 1, 2010, which the District Clerk's office will collect at the time of filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in the District Court as part of the county's annual budget.

WHEREAS, Government Section 51.305 (b) was amended to increase the amount of the District Clerk's Records Archive Fee from \$5.00 to not more than \$10.00, for court records archiving.

WHEREAS, with the approval of the Commissioner's Court the District Clerk will collect \$10.00 upon the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition with said fee to commence January 1, 2014 until September 1, 2019, the fee will revert to \$5.00. With the passage of Senate Bill 658, the \$10.00 fee became permanent effective September 1, 2019.

WHEREAS, the fee shall be deposited in a separate District Court Records Archival/Technology account, in the General Fund of the County for deposit of fees paid under Government Code, Section 51.317 (f).

WHEREAS, after the Commissioners' Court approval of the District Clerk's Archival Plan, and the plan being accepted as presented;

NOW THEREFORE, BE IT ORDERED, by the Commissioners' Court of Marion County, pursuant to the Government Code, Section 51.305 (f) hereby adopts the District Clerk's Archival Plan. Further, the fees collected may be expended only as provided by the plan. All expenditures must comply with Local Government Code, Subchapter C, Chapter 262.

ADOPTED, this _____ day of _____, 2020.

MARION COUNTY COMMISSIONER'S COURT

Leward LaFleur, County Judge

J. R. Ashley, Commissioner Precinct 1

Joe McKnight, Commissioner Precinct 2

Glenn Dorough, Commissioner Precinct 3

C. W. Treadwell, Commissioner Precinct 4

Attest: _____

Vickie Smith, County Clerk

2020-2021 ANNUAL COMPENSATION ORDER
FOR COURT REPORTER

FILED FOR RECORD
2020 AUG 31 AM 8:33

SUSAN ANDERSON
DISTRICT CLERK
MARION COUNTY, TEXAS
BY SA DEP.

THE STATE OF TEXAS X 276th JUDICIAL DISTRICT COURT
X
THE COUNTY OF MORRIS X

WHEREAS, the Official Court Reporter of the 276th Judicial District of Texas, Linda Carroll, is presently drawing a salary of \$66,344.88 per year (5,528.74 per month) apportioned among the four counties of the District, and

WHEREAS, due to inflation in the costs of living, and in order to confirm her salary to that of Official Court Reporters serving a similar population and with a like work load, the Court deems it necessary and appropriate that the salary should be increased \$110.57 a month or an increase of \$1,326.84 per year, making a salary of \$67,671.72 per year, or \$5,639.31 per month, commencing on October 1, 2020 and to be apportioned among the four counties on a per monthly basis as follows:

CAMP COUNTY \$ 1,071.47
MARION COUNTY \$ 958.68
MORRIS COUNTY \$ 1,127.86
TITUS COUNTY \$ 2,481.30

This Order is entered pursuant to and in conformity with the provisions of Section 52.051, Government Code of the State of Texas, this ____ day of August 2020.

Copies of this Order shall be entered into the Minutes of the District Court in each county of the District and a copy hereof shall be filed with each Commissioner's Court of the District.

Signed and entered at Danvers, Texas this 28 day of August 2020.

Robert M. Rolston
ROBERT M. ROLSTON, JUDGE
276th JUDICIAL DISTRICT COURT

SUSAN ANDERSON
DISTRICT CLERK
COUNTY CLERK TEXAS
BY SA DEP.

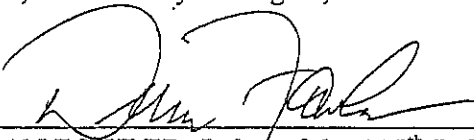
ORDER SETTING SALARIES OF THE UPSHUR COUNTY AUDITOR AND ASSISTANT AUDITORS

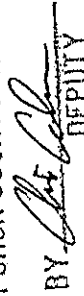
THE STATE OF TEXAS X
COUNTY OF UPSHUR X

In accordance with Section 152.905 Texas Local Government Code, a public hearing was held regarding the salaries for the Upshur County Auditor and Assistant Auditors. After all parties in interest and the public had the opportunity to be heard the salary of the Upshur County Auditor's salary was set and is HEREBY ORDERED to be set at \$57,400.00 and the Assistant Auditors' salaries were set and are HEREBY ORDERED to be set at \$35,400.00. The Salary of the 115th District Court Reporter is set at \$69,598.00

This order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salaries.

WITNESS MY HAND AT Gilmer, Texas, this 11th day of August, 2020.


DEAN FOWLER, Judge of the 115th Judicial District Court, Upshur County, Texas

FILED
KAREN BUNN
DISTRICT CLERK
2020 AUG 11 AM 9: 31
UPSHUR COUNTY, TEXAS
BY  DEPUTY

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
THE STATE OF TEXAS
COUNTY OF UPSHUR
The above and forgoing is a full, true and correct photographic copy of the original on file and on record in my office.



Containing 2 pages,
Attest September 1, 2020
Karen Bunn, District Clerk
Upshur County, Texas

By:  Deputy

2021 ANNUAL COMPENSATION ORDER
FOR MARION COUNTY AUDITOR

FILED FOR RECORD
2020 SEP -2 PM 3:16

SUSAN ANDERSON
DISTRICT CLERK
MARION COUNTY, TEXAS
BY SA SEP.

THE STATE OF TEXAS X 115TH JUDICIAL DISTRICT COURT
 X AND
THE COUNTY OF MARION X 276TH JUDICIAL DISTRICT COURT

WHEREAS, the Commissioners Court of Marion and Morris County have respectively met publicly and have publicly approved a mutual County Auditor's position between the two counties; and

WHEREAS, the Local Government Code provides that the District Judges shall set the compensation for the County Auditor; and

WHEREAS, it has been determined by the District Judges having jurisdiction in Marion County, that the Marion County Auditor's salary shall be set at \$38,914.00 annually for the 2021 budget year. This salary shall be paid in twelve (12) equal monthly installments effective January 1, 2021.


WHEREAS, the Marion County Auditor shall also be serving Morris County, this Auditor shall likewise receive a salary (independent of the \$38,914.00 to be paid annually by Marion County) from Morris County, and such salary shall be set out in a separate order; and

WHEREAS, the District Judges of Marion County have further determined that Morris County shall maintain health insurance on the Morris/Marion County Auditor. Marion County is ordered (by separate order) to reimburse Morris County for one-half (1/2) of the costs of maintaining health insurance on the Morris/Marion County Auditor. To facilitate this reimbursement, Morris County is directed to submit statements of those costs to Marion County for payment.

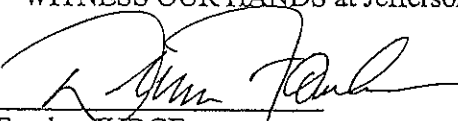
This order shall be duly filed and recorded in the Minutes of the 276th and 115th District Courts of Marion

County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Marion County, Texas, which shall cause the same to be entered in the minutes with the appropriate order appointing county auditor.

WITNESS OUR HANDS at Dangerville, Texas this 28 day of August 2020.


Robert M. Rolston, JUDGE
276th JUDICIAL DISTRICT
Court of Marion County, Texas

WITNESS OUR HANDS at Jefferson, Texas this 2 day of September 2020


Dean Fowler, JUDGE
115th JUDICIAL DISTRICT
Court of Marion County, Texas



**Plan Agreement for Plan Year 2021
Marion County – 257
Effective as of Jan. 1, 2021**

| Basic Plan Options | |
|---|------------------------------|
| Employee Deposit Rate: | 7% |
| Employer Matching: | 200% |
| Prior Service Credit: | 150% |
| Retirement Eligibility | |
| At 60 (Vesting) | 8 years of service |
| Rule of | 75 years total age + service |
| At Any Age | 30 years of service |
| Optional Benefits | |
| Partial Lump-sum Payment at Retirement: | No |
| Group Term Life: | Active-plus-retirees |
| Retirement Plan Funding | |
| Elected Rate: | 11.96% |
| Total Contribution Rate | |
| Retirement Plan Rate: | 11.96% |
| Group Term Life Rate: | .61% |
| Total Contribution Rate: | 12.57% |

Certification

I certify that the plan agreement for the participation of Marion County in TCDRS for the 2021 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

Printed Name: _____ Title: _____

County Judge: _____ Date: _____



2020 - 2021 Renewal Notice and Benefit Confirmation

Group: 52266 - Marion County

Anniversary Date: 12/01/2020

Return to TAC by: 09/08/2020

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to karenb@county.org.

For any plan or funding changes other than those listed below, please contact Karen Bowers at 1-512-478-8753.

MEDICAL

Medical: Plan 1400-NGS \$35 Copay, \$2000 Ded, 80%, \$4000 OOP Max, \$45 Sp Copay

RX Plan: Option 4B-NG \$10/25/40, \$100 Ded

Your % rate increase is: 3.00%

Your payroll deductions for medical benefits are: Pre Tax

| Tier | Current Rates | New Rates Effective 12/1/2020 | New Amount Employer Pays | New Amount Employee Pays | New Amount Retiree Pays (if applicable) |
|-----------------------|---------------|-------------------------------|--------------------------|--------------------------|---|
| Employee Only | \$772.62 | \$795.80 | \$ | \$ | \$ |
| Employee + Child | \$981.66 | \$1,011.10 | \$ | \$ | \$ |
| Employee + Child(ren) | \$1,214.96 | \$1,251.40 | \$ | \$ | \$ |
| Employee + Spouse | \$1,610.74 | \$1,659.06 | \$ | \$ | \$ |
| Employee + Family | \$2,021.78 | \$2,082.42 | \$ | \$ | \$ |

_____ Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate increase is: -0.40%

Your payroll deductions for dental benefits are: Pre Tax

| Tier | Current Rates | New Rates Effective 12/1/2020 | New Amount Employer Pays | New Amount Employee Pays | New Amount Retiree Pays (if applicable) |
|-------------------|---------------|-------------------------------|--------------------------|--------------------------|---|
| Employee Only | \$24.18 | \$24.08 | \$ | \$ | \$ |
| Employee + Family | \$69.42 | \$69.14 | \$ | \$ | \$ |

_____ Initial to accept Dental Plan and New Rates.

VISION

Vision: Plan I

Your % rate increase is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

| Tier | Current Rates | New Rates Effective 12/1/2020 | New Amount Employer Pays | New Amount Employee Pays | New Amount Retiree Pays (if applicable) |
|-----------------------|---------------|-------------------------------|--------------------------|--------------------------|---|
| Employee Only | \$6.20 | \$6.20 | \$ | \$ | \$ |
| Employee + Child(ren) | \$12.44 | \$12.44 | \$ | \$ | \$ |
| Employee + Spouse | \$11.80 | \$11.80 | \$ | \$ | \$ |
| Employee + Family | \$18.28 | \$18.28 | \$ | \$ | \$ |

_____ Initial to accept Vision Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$10,000

| | Current Rates | New Rates Effective 12/1/2020 | Amount Employer Pays | Amount Employee/ Retiree Pays (if applicable) |
|-----------------|---------------|-------------------------------|----------------------|---|
| Basic Term Life | \$0.276 | \$0.276 | 100% | 0% |
| Basic AD&D | \$0.030 | \$0.030 | 100% | 0% |

_____ Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical Pre 65 Post 65
 Dental Pre 65 Post 65

_____ Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

60 days - Day following waiting period

Elected Officials

60 days - Day following waiting period

_____ Initial to confirm.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2119JFRS

Part I - Identification of the Project

TO: The County of Marion, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Marion, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the JEFFERSON - CYPRESS RIVER Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Marion, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The County of Marion, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
TxDOT Project ID: M2119JFRS

| Eligible Scope Item | Estimated Costs Amount A | State Share Amount B | Sponsor Share Amount C |
|---------------------|-----------------------------|-------------------------|---------------------------|
| GENERAL MAINTENANCE | \$100,000.00 | \$50,000.00 | \$50,000.00 |
| TOTAL | \$100,000.00 | \$50,000.00 | \$50,000.00 |

Sponsor Signature

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2119JFRS

The County of Marion, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

Sponsor Title

Date

Certification of State Single Audit Requirements

I, _____, do certify that the County of Marion, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Marion, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Marion, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2119JFRS

The County of Marion, Texas, designates,

_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

Address

Phone Number

Email Address

