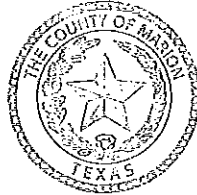


119 West Lafayette Street, Suite 1
Jefferson, Texas 75657



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

Hon. Leward J. LaFleur
Marion County Judge

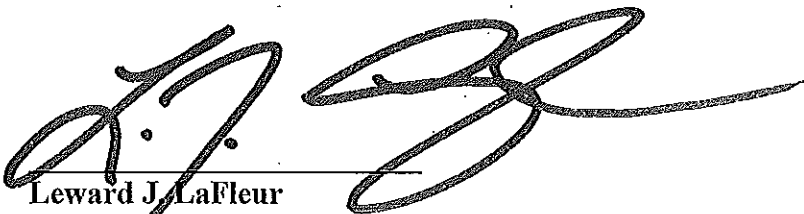
Commissioner J. R. Ashley
Commissioner Glenn Dorough

Commissioner Joe McKnight
Commissioner C. W. Treadwell

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 10th August, 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. **Consent agenda:**
 - a. Consider approval of minutes - July 27, 2020
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. Enter into minutes CEU hours for the following: Vickie Smith, County Clerk
2. Consider for approval payroll from July 1-15, 2020 and July 16-31, 2020.
3. Consider for approval 2020 Joint Contract/Agreement for Election Services between the City of Jefferson, Jefferson ISD and Marion County.
4. Consider for approval filling vacancy for the Cypress Valley Navigation District Board.
5. Consider for approval appointing a hearing examiner to hear appeals re: denials, revocation or suspension of game room permits (page 12, section 2.3 of the Game Room Regulations).
6. Discuss options and take necessary action for Jail Elevator.
7. Discuss items for Courthouse Restoration Project.
8. Discuss items for jail project.

20 AUG -6 PM 1:55
 COUNTY CLERK
 BY Vickie Smith
 County Clerk


 Leward J. LaFleur
 County Judge
 Marion County, Texas

CERTIFICATE OF ATTENDANCE

This Certifies That

VICKIE WRAY SMITH


Successfully Completed 17.00 Hours of
Professional Education and Development by Attending the

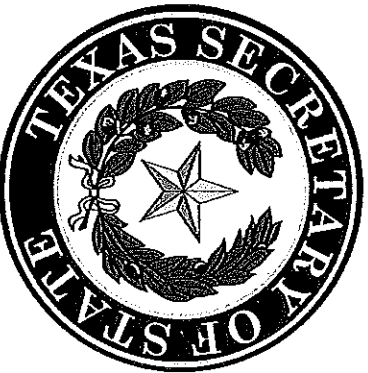
**38th Annual Election Law Seminar for
County Election Officials**

conducted by the

Texas Secretary of State

July 22-23 & July 27-29, 2020
Austin, Texas


Keith Ingram
Director, Elections Division



MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JULY 27, 2020

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on July 27, 2020. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MEETING ON JULY 13, 2020 AND JULY 16, 2020

b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY

c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAY

d. ORDER APPROVING AUDITOR FINANCIAL REPORT

Motion by Treadwell, seconded by J. McKnight to approve consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER TO APPROVE SHERIFF'S AND CONSTABLES' FEES FOR 2021

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

See Exhibit "A" attached

ITEM NO. 3

ORDER APPOINTING THE TAX ASSESSOR-COLLECTOR TO CALCULATE THE 2020 TAX RATES

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 4

ORDER TO APPROVE INMATE COMMUNICATIONS ADDENDUM AGREEMENT WITH NCIC INMATE COMMUNICATIONS, INC. AUTHORIZING THE COUNTY SHERIFF TO SIGN

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

See Exhibit "B" attached

ITEM NO. 5

MOTION TO EMPLOY WOOD ENGINEERING TO PREPARE A PROPOSAL FOR MARION COUNTY JAIL

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 6

DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

Nothing to report.

ITEM NO. 7

DISCUSS ITEMS FOR JAIL PROJECT

Nothing to report

ADJOURN

ORDER TO ADJOURN

Motion by Ashley, seconded by Dorough. All members present voted Aye. Meeting adjourned at 9:17 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK

COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

2020 JOINT CONTRACT/AGREEMENT FOR ELECTION SERVICES

COPY

WHEREAS, Jefferson I.S.D., the City of Jefferson and the County of Marion will hold elections on November 3, 2020. The parties herein agree to hold a Joint Election under the authority of Governor Greg Abbott's Proclamation dated March 18, 2020.

WHEREAS, the County Election Officer, Vickie Smith, will administer and conduct each entities election occurring on the November uniform election date as authorized under Chapter 31(Election Services Agreement") of the Texas Election Code and Chapter 271 of the Texas Election Code ("Joint Election")

WHEREAS, each entity and the County desire to enter into a single Joint Contract for Election Services for the purpose of promoting economy and efficiency in the administration and conduct of the respective elections;

NOW THEREFORE, in consideration of the joint agreement set forth below, participating entities and the County agree as follows:

The County shall be responsible for the following:

- a. prepare equipment for election and deliver equipment to polling places for early voting and election day;
- b. testing equipment and publishing notice of public test in newspaper;
- c. tabulating votes; reports will be made available to the Entity once tabulation is completed. Provisional ballots received on Election Day will be tabulated after election night in accordance with the law;
- d. provide workers for the Early Voting Ballot Board;
- e. provide workers for Early Voting and Election Day;
- f. provide training for presiding judges, alternate judges, clerks and early voting deputies
- g. provide MBB's (mobile ballot box) for the JBC's and eScan's and
- h. provide Entity with final cost invoice within 30 days of election date.

The Entity shall be responsible for the following:

(all fees incurred on Entity's behalf, County will seek reimbursement of same)

- a. pay Hart InterCivic for any/all invoices incurred on your behalf for programming the MBB cards and ballot to be sent by mail. Hart Intercivic will bill Entity direct;
- b. reimburse the County for cost of your voting supply kits;
- c. reimburse the County for your portion of the cost for polling place rental;
- d. pay for your portion of publishing notice of public test;
- e. reimburse the County your portion for Election Worker pay;
- f. pay for administration fees, central counting station staff (deputy clerks), technical cost, tabulation cost and any cost incurred on your behalf during said election from County Elections Officer's staff members;
- g. the Entity shall certify in writing to the County Elections Officer the candidates' names and offices (as they are to appear on the ballot, in English and Spanish);
- h. the Entity shall promptly review for correctness the ballot when requested by the County Elections Officer to do so prior to finalization and shall approve by e-mail or by signature in person
- i. the Entity shall be responsible for preparing, adopting, publishing and posting all required election orders, resolution, notices and other documents evidencing action by the governing authority of the Entity necessary to the conduct of the election and
- j. agree to deliver payment of final cost invoice within 30 days of receipt.

This contract shall automatically terminate upon completion of activities related to the election to be held on November 3, 2020.

APPROVED BY THE Marion County Commissioner's Court in its meeting held the 10th day of August, 2020.

Leward J. LaFleur, County Judge

J.R. Ashley, Com. Pct. #1

Joe McKnight, Com. Pct#2

Glenn Dorough, Com. Pct. #3

Attest:

C.W. Treadwell, Com. Pct. #4

Vickie Smith, County Clerk

APPROVED BY THE JEFFERSON I.S.D. in its meeting on _____ day of
_____, 2020

Jason Bonner, Board President

Kent Thigpen, Board VP

Leah Cooper, Board Secretary

J.P. Abernathy, Board Member

Ned Fratangelo, Board Member

Kevin Godfrey, Board Member

Bobby Langbartels, Board Member

Rob Barnwell, Superintendent

APPROVED BY THE CITY OF JEFFERSON in its meeting on _____ day of
_____, 2020.

Victor Perot, Mayor Pro Tem

David Westbrook, Ward 1

James Finstrom, Ward 1

Shawn Humphrey, Ward 2

Tyrani Braddock, Ward 2

Kay McKinnon, Ward 3

Attest:

Doris Hines, Secretary

Estimated Election Costs for November 2020

Election Day Judges, Workers	\$9,000.00
Building Rentals	\$350.00
Publishing Notice of Test	\$200.00
Programming/Audio/Coding by Hart	Billed by Hart (TBD)
Postage	\$450.00
MIFI's	\$436.00
Total	\$10,436.00
School would be responsible for 1/3 of above total	3,478.67
Plus: Fee for use of electronic voting equipment, Maintenance, support, technical administration, Tabulation,	\$1600.00
Estimated total due from school to county	\$5,078.67

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Publishing Notice of Test	\$200.00
Programming/Audio/Coding by Hart Billed by Hart (TBD)
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Plus: Fee for use of electronic voting equipment, Maintenance, support, technical administration, Tabulation,	\$1600.00
Estimated total due from City to county \$5,078.67

NOVEMBER 3, 2020

JOINT GENERAL ELECTION DATES AND HOURS

EARLY VOTING:

DATES

TIMES

TUESDAY, OCTOBER 13, 2020 – FRIDAY, OCTOBER 16, 2020	8:00 A.M. – 5:00 P.M.
MONDAY, OCTOBER 19, 2020	8:00 A.M. – 5:00 P.M.
TUESDAY, OCTOBER 20, 2020	7:00 A.M. – 7:00 P.M.
WEDNESDAY, OCTOBER 21, 2020 – FRIDAY, OCTOBER 23, 2020	8:00 A.M. – 5:00 P.M.
SATURDAY, OCTOBER 24, 2020	8:00 A.M. – 5:00 P.M.
MONDAY, OCTOBER 26, 2020	8:00 A.M. – 5:00 P.M.
TUESDAY, OCTOBER 27, 2020	7:00 A.M. – 7:00 P.M.
WEDNESDAY, OCTOBER 28, 2020 – FRIDAY, OCTOBER 30, 2020	8:00 A.M. – 5:00 P.M.

EARLY VOTING LOCATION FOR PERSONAL APPEARANCE:

Marion County Election Building
504 N. Alley
Jefferson, TX. 75657

FIRST DAY TO ACCEPT APPLICATION FOR A BALLOT BY MAIL:

WEDNESDAY, JANUARY 1, 2020

LAST DAY TO ACCEPT APPLICATION FOR A BALLOT BY MAIL:

FRIDAY, OCTOBER 23, 2020 (Received, not postmarked)

EARLY VOTING CLERK AND ADDRESS:

VICKIE SMITH
COUNTY CLERK, MARION COUNTY
119 W. Lafayette St., Ste. #5
JEFFERSON, TX. 75657
(903) 665-3971
(903) 665-7936 Fax
vickie.smith@co.marion.tx.us

Administrator. The revocation or suspension letter shall provide the reason(s) for the action. A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall become final on the seventh (7th) day after Notice, except for situations outlined in Subsection 2.2(t) of the Regulations.

- (f) A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall take immediate effect upon Notice by the Game Room Permit Administrator if:
 - (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room violated any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations;
 - (2) a violation of any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations has occurred on the premises of the Game Room;
 - (3) there is a necessity for immediate action to protect the public from injury or imminent danger; or,
 - (4) a Game Room Permit was issued based on a misrepresentation in the application, and but for the misrepresentation, the Game Room Permit would not have been issued.

2.3. Game Room Permit Appeal Hearings.

- (a) If the Game Room Permit Administrator denies a Game Room Permit application, revokes a Game Room Permit, or administratively suspends a Game Room Permit, the Applicant or permit holder shall have the opportunity to make a written request for a hearing before a hearing examiner appointed by the Marion County Commissioners Court. The hearing examiner shall not have participated in any investigation of the alleged grounds for denial, revocation, or suspension.
- (b) All requests for hearings must be in writing and delivered to the Game Room Permit Administrator within fourteen (14) days upon Notice to the Applicant or permit holder. The Applicant or permit holder waives the right to a Game Room Permit appeal hearing if the request is not timely received by the Game Room Permit Administrator.
- (c) The Game Room Permit appeal hearing shall be held within twenty one (21) days from the receipt of request for a Game Room Permit appeal hearing by the Game Room Permit Administrator. The Applicant, permit holder, and Game Room Permit Administrator shall be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The formal rules of evidence do not apply.
- (d) It shall be the responsibility of the Applicant or permit holder to provide a court

reporter and an interpreter if necessary for the Game Room Permit appeal hearing before the hearing examiner.

- (e) The Applicant or permit holder shall be present in person at the Game Room Permit appeal hearing. If the Applicant or permit holder is not present in person at the Game Room Permit appeal hearing, his or her Game Room Permit shall be automatically denied or revoked.
- (f) The hearing examiner has the power to uphold or reverse the denial, revocation, or suspension of the Game Room Permit. The hearing examiner shall issue a written order based on his or her determination within twenty-one (21) days from the date of the Game Room Permit appeal hearing.
- (g) If the hearing examiner determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the Game Room shall be suspended for a period not to exceed one hundred and eighty (180) days. The hearing examiner shall issue a written order suspending the Game Room Permit and attaching conditions, if applicable, and the suspension shall become effective on the date the hearing examiner issues his or her order.
- (h) Upon a finding by the hearing examiner that Subsection 2.2(d)(1), 2.2(d)(2), 2.2(d)(3), 2.2(d)(4), and/or 2.2(d)(5) of the Regulations has been violated, revocation of the Game Room Permit shall be mandatory.
- (i) The decision of the hearing examiner shall be final. On final decision by the hearing examiner, the losing party may appeal the decision by filing a petition in a district court in the county with jurisdiction within thirty (30) days after the date of the decision by the hearing examiner. Appeals to the district court shall be governed by the substantial evidence rule defined by Section 2001.174 of the Government Code.

2.4. Game Room Operation During the Pendency of an Appeal to District Court.

- (a) If the Applicant's or permit holder's appeal to the hearing examiner for revocation, or suspension is unsuccessful, the Game Room shall not operate during the pendency of an appeal to the district court.
- (b) If the Applicant's or permit holder's appeal to the hearing examiner for denial, revocation, or suspension is successful, the Game Room may resume operation and may operate during the pendency of an appeal to the district court.
- (c) No Game Room may operate pending an appeal for denial of a Game Room Permit to the district court.

2.5. Reapplication.

- (a) After the hearing examiner's final ruling of permit denial or revocation, an Applicant may reapply for a Game Room Permit after the expiration of one hundred and eighty

WOOD ENGINEERING COMPANY
CIVIL - STRUCTURAL - SURVEYING
Firm Reg. No. F-8594 & 101362-00
1616 Judson Rd. Suite 6-L
Longview, TX 75601
(903) 234-1118 dbwood7@netscape.net

Proposal for Jail Elevator Foundation Augmentation

Marion County
119 W. Lafayette St.
Jefferson, Texas 75657

August 7, 2020

ATTN: Marion County Commissioners Court
Marion County, TX

RE: Engineering Proposal -- Jail Elevator Foundation Augmentation

Commissioners,

Thank you for the opportunity to submit a proposal for engineering and architectural services for the above referenced project. The anticipated scope of services is as follows:

1. Compile construction plans and specifications
2. Negotiate acceptable bid from reputable contractor
3. Construction oversight and administration

Project Scope:

The project scope shall consist of the following:

1. Remove existing sidewalk and exterior grade to expose elevator carriage pit foundation. (Pier contractor)
2. Remove existing elevator connections to existing elevator enclosure structure (Elevator vendor representative)
3. Remove existing connections, flashing, and joint sealant repairs between the existing elevator shaft enclosure structure and existing courthouse structure (Building contractor)
4. Jack and attempt to plumb and re-align existing elevator enclosure structure with existing courthouse structure. (Pier contractor)
5. Repair removed concrete sidewalk and exterior grade (Pier contractor)
6. Reconnect elevator hardware (Elevator vendor representative)
7. Re-flash and seal joints between the existing elevator enclosure structure and existing courthouse structure. (Building contractor)

The estimated construction cost is approximately \$ 85,000.00. Of this figure, Wood Engineering Company proposes 12.2% of anticipated construction cost for engineering and construction management services (\$10,370.00) in general compliance with the T.S.P.E. General Engineering Services Guidelines (G.E.S.G., 1972 publication) median compensation curve "A". A schedule of the anticipated scope of services is as follows:

PRELIMINARY DESIGN

- 4. Prepare preliminary construction drawings, specifications and for Engineering Staff review.....\$3,000.00

FINAL DESIGN

- 5. Coordinate with Engineering Staff review comments, prepare final construction drawings and specifications.....\$3,000.00

PROJECT BIDDING

- 6. Advertise and receive bids for construction contract, tabulate, and coordinate with Engineering Staff to negotiate an acceptable construction contract.....\$1,000.00

CONSTRUCTION SERVICES

- 7. Availability for coordination of field changes, written construction progress reports, and periodic job site observations.....\$2,685.00
- 8. Prepare monthly construction pay estimates.....\$685.00

ENGINEERING TOTAL.....\$10,370.00

OTHER SERVICES (not-to-exceed price)

- 9. Field surveying for above referenced project area.....\$1,500.00
- 10. Consult with professional architect for re-sealing the elevator structure and courthouse structure wall joint interface and at the roof and roof repair (with site visit).....\$2,500.00
- 14. Printing for contracts and coordinating with private utilities.....\$500.00

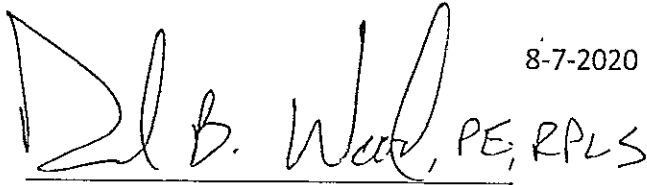
OTHER SERVICES TOTAL.....\$4,500.00

TOTAL PROJECT.....\$14,870.00

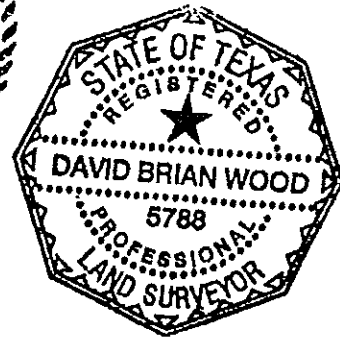
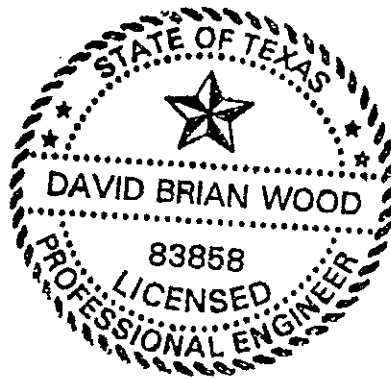
Proposal for Jail Elevator Foundation Augmentation
August 7, 2020
Page 3

Thank you for the opportunity to submit a proposal for the above referenced project.

Please call with any questions and/or comments.

 8-7-2020
David B. Wood, PE, R.P.L.S.

David B. Wood, P.E., R.P.L.S.
Wood Engineering Company, Inc.
Longview, TX



CAMCO ELEVATOR, INC.

P.O. Box 5279

Texarkana, TX 75505

903 255-4845 Fax 903-223-7703

PROPOSAL

Date 08/04/20

Owner Marion Co Sheriffs **Location of Job** P.O. Box 75657 Jefferson, TX 75657

For the sum of \$ 67,700.00 **25% down 25% upon delivery of parts 50% upon completion of job**

Terms of Payment Net 30 days

We propose to furnish and apply

Labor and Material to replace the elevator controller on the Jail elevator. Controller will have a Panasonic PLC .

- To replace selector, limit, and leveling switches.
- To replace the car and hall push button stations.
- To replace the car top inspection station.
- To replace hall door rollers, gibbs, and interlocks.
- To replace the car traveling cable.
- To replace all hoistway wiring

Subject to the following Conditions:

This Proposal, when accepted and signed by you and approved by a duly authorized official of this firm, shall constitute the contract between us, it being understood that it covers all agreements between us. No modification of this proposal or contract shall be binding unless said modification shall be in writing and signed by the parties hereto.

ACCEPTANCE: This proposal is rendered for prompt acceptance. After it has been accepted and signed by you and approved by a duly authorized official of this firm, it shall constitute exclusively a contract for the entire work embraced herein.

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