

### 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 26<sup>th</sup> May, 2020 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2<sup>nd</sup> Floor, Jefferson, TX and that the following subjects will be discussed:

- 1. Consent agenda:
  - a. Consider approval of minutes May 11, 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. County Auditor to make financial report
- 2. Award Solid Waste Disposal Services Bids.
- 3. 9:15 am Open and award Road & Bridge Supplies and Fuel bids.
- 4. Enter into the minutes letter from Secretary of State deeming "Successful Status" for Marion County and continued use of Countywide Polling Places.
- 5. Discuss and approve setting dates for Earth Week 2020 and authorize the County Auditor to publish notice in the newspaper.
- 6. Consider for approval Appraisal District 2021 budget.
- 7. Auditor to present 2019 Financial Statements.
- 8. Consider for approval Resolution for 2020 Help America Vote Act (HAVA) Cares Act for \$11,060.47 with a match of \$2,212.09.
- 9. Consider for approval Resolution for Coronavirus Relief Fund grant through Texas Division of Emergency Management.
- 10. Consider for approval Unclaimed Property Capital Credits per the Texas Comptroller of Public Accounts.
- 11. Consider for approval resolution for Liveoak Road in the Ridgewood Subdivision in Marion County Precinct 4 to be effective Friday, May 29, 2020.
- 12. Consider for approval to purchase a bulk order of surgical masks.

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FILED FOR RECORD

- 13. Consider for approval to declare portions of Jimmy Street abandoned and closed and to convey them to the adjoining property owners within Precinct 1 Marion County, Texas.
- 14. Consider for approval to declare portions of Michelle Street abandoned and closed and to convey them to the adjoining property owners within Precinct 1 Marion County, Texas.
- 15. Consider for approval accepting Sheriff McKnight's resignation.
- 16. Discuss items for Courthouse Restoration Project.
- 17. Discuss items for jail project.

The meeting is normally held in the Commissioner's Courtroom at 114 W. Austin, Jefferson, TX. 75657. However, due to the coronavirus issue, the Commissioner's Court is now meeting in the Marion County District Courtroom, at 114 W. Austin, Jefferson, TX. 75657 so we can practice social distancing. This meeting will also be conducted via video/tele-conference which will be visible/audible for the Commissioner's and the public, including two-way communication capabilities. A quorum will be required for the video conference meeting. The public may access this meeting by following the link: Join Zoom Meeting

https://zoom.us/j/98765822241

Meeting ID: 987 6582 2241

Dial by your location

+1 346 248 7799 US (Houston)

Also available on the county's website is a public comment form that must be completed and emailed to <u>vickie.smith@co.marion.tx.us</u> by 8:00 a.m. on the date of the meeting if you wish to address the Commissioner's Court.

Leward J. LaFleur

**County Judge** 

Marion County, Texas

### MINUTES OF MARION COUNTY COMMISSIONERS' COURT

### MAY 11, 2020

The Commissioners' Court of Marion County met in Regular Session at 9:00 A.M. on May 11, 2020. Members present with County Judge Leward LaFleur, presiding were J. R. Ashley, Commissioner, Pct. #1; Ira Glenn Dorough, Commissioner, Pct. #3 and C.W. Treadwell, Commissioner, Pct. #4. Joe McKnight, Commissioner, Pct. #2 was present via Zoom.

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

### ITEM NO. 1

### **CONSENT AGENDA:**

### a. ORDER APPROVING MINUTES OF APRIL 27, 2020

### b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

Tax A/C	January	2020
Tax A/C	February	2020
J.P., Pct. #2	April	2020
County Clerk	April	2020
Sheriff	April	2020
Treasurer	April	2020
J.P., Pct. #1	April	2020

## c. <u>ORDER TO SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT</u>

Motion by Ashley, seconded by Treadwell to approve consent agenda along with one manual check to JR Jones Construction. All members present voted Aye, J. McKnight voted Aye, via Zoom. Motion carried 4-0.

See Exhibit "A" attached

### ITEM NO. 2

### ORDER APPROVING PAYROLL FROM APRIL 1 -15, 2020 AND APRIL 16 - 31, 2020

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

See Exhibit "B" attached

### ITEM NO. 3

# ORDER DECLARING MAY AS ELDER ABUSE PREVENTION AWARENESS MONTH

Motion by Ashley, seconded by Dorough. All members present voted Aye. J. McKnight voted Aye, via Zoom. Motion carried 4-0.

See Exhibit "C" attached

### ITEM NO. 4

# ORDER APPROVING PROPOSAL FROM BOBCAT COMMUNICATIONS AND TECHNOLOGIES INC. FOR DISPATCH CONSEQLE CENTER FOR \$26,692.00

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

See Exhibit "D" attached

### <u>ITEM NO. 5</u>

# ORDER APPROVING MARION COUNTY GAME ROOM REGULATIONS AND APPLICATION FOR A PERMIT TO OPERATE A GAME ROOM IN MARION COUNTY

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

See Exhibit "E" attached

### ITEM NO. 6

### DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

Nothing to report

### ITEM NO. 7

### DISUCSS ITEMS FOR JAIL PROJECT

Nothing to report

County Judge, Leward LaFleur, read a letter of resignation from Sheriff, David McKnight that was addressed to the Commissioner's and County Judge. Sheriff's final date will be May 31, 2020.

Nothing was discussed, no action taken.

### **ADJOURN**

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

Meeting adjourned at 9:13 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 these 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



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

### Hon. Leward J. LaFleur Marion County Judge

May 18, 2020

Honorable Ruth Hughes Texas Secretary of State Attn: Heidi Martinez Elections Department P.O. Box 12060 Austin, TX. 78711

Re: Successful Designation - Marion County

Secretary Hughes,

Marion County is in receipt of the Approval letter for Countywide Polling Places. We see this as a positive impact to our community.

I wish to address the possibility of population growth and the possible increase of registered voters within the county as it pertains to the number of polling places available for future elections. We would address this issue by purchasing more election equipment if we deem we need more, possibly moving some of our smaller locations to bigger locations and if necessary, adding additional polling locations.

Marion County requests that this letter be designated as part of the Successful Designation packet documenting Marion County's compliance.

Sincerely,

Leward LaFleur Marion County Judge

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### The State of Texas

Elections Division P.O. Box 12060 Austin, Texas 78711-2060 www.sos.state.tx.us



Phone: 512-463-5650 Fax: 512-475-2811 Dial 7-1-1 For Relay Services (800) 252-VOTE (8683)

May 12, 2020

The Honorable Leward LaFleur Marion County Judge 119 West Lafayette St., Suite 1 Jefferson, Texas 75657

Dear Judge LaFleur:

The Secretary of State has received Marion County's request to designate its participation in the countywide polling place program as "successful" under Section 43.007(k) of the Texas Election Code.

Based on our review of Marion County's reports and public comments, we hereby certify that Marion County conducted a successful countywide polling place program in the March 2020 primary election. As a result, Marion County is authorized to continue to hold its elections using countywide polling places. However, please note this approval is subject to our office's receipt of your letter wherein the county addresses how it plans to account for possible population growth and an increase in registered voters within the county as it pertains to the number of polling places available for future elections.

The Secretary of State reserves the right to withdraw a county's "successful" status via written notification to the county clerk and county judge, if the circumstances establish that the county's program does not comply with Section 43.007 of the Texas Election Code. Below please find additional information regarding the county's continued participation in this program.

### **Polling Places**

Pursuant to Section 43.007(m) of the Texas Election Code, counties participating in the countywide polling place program must have at least one countywide polling place in each commissioners court precinct. Additionally, the number of countywide polling places within a commissioners court precinct may not exceed more than twice the number of countywide polling places located in any other commissioners court precinct.

During the first year in which a county participates in the program, the total number of countywide polling places may not be less than 65% of the number of precinct polling places that would otherwise be located in the county for that election. After this, that number drops to no less than 50% of the number of precinct polling places that would otherwise be located in the county for that election.

### Appointment of Judges and Clerks for Countywide Polling Locations

Section 32.002 of the Code provides a procedure for the selection of presiding and alternate judges for a countywide polling place. Specifically, the county chairs shall submit a list of names of persons eligible for appointment as election judges to the county commissioners court. The commissioners court must apportion the number of judges for countywide polling places in direct proportion to the percentage of election precincts located in each county commissioners precinct won by each party in the last gubernatorial election.

Presiding and alternate judges for countywide polling places are not required to be qualified voters of any particular election precinct, but they must be qualified voters of the county. Additionally, a presiding or alternate judge for a countywide polling place does not have to reside in the election precinct where the countywide polling place is located, and more than one presiding or alternate judge from the same election precinct may be selected to serve on election day.

### Surveys

The policy of our office is to permit non-disruptive exit polling within the 100-foot boundaries surrounding each early voting and election day polling place. We note that the early voting clerk or presiding judge at each polling place, as appropriate, must determine that such exit polling does not constitute either (1) "loitering" in violation of Section 61.003(a) of the Code or (2) a disruption of order or a contribution to a breach of the peace at the early voting or election day polling place in violation of Section 32.075(a) of the Code, as applicable to early voting under Section 81.002 of the Code.

Please note, counties may not distribute written surveys to voters regarding the county's use of the countywide polling place program inside the polling place or within the 100-foot boundary surrounding each early voting and election day polling place. Further, election workers should not verbally solicit feedback from voters while at the polling place or within the 100-foot boundary regarding the county's use of the program.

### **Post-Election Report**

The deadline for the county clerk to submit a post-election report on the July 14, 2020 primary runoff election is Thursday, August 13, 2020. We ask that your report contain statements and opinions of interested parties, including persons who voted in the election, representatives of minority groups, and organizations that advocate for persons with disabilities. Based on past elections, we would suggest that you stay in touch with these groups throughout the election process. While the county has the final word on polling place placement and the administration of the election, it is important that your local groups remain committed and involved in the countywide precinct election. If these groups have been involved in the project through the election period, it should be easier to gather their comments, complaints, and suggestions for your post-election report.

In addition to these statements, we would also request that your post-election report contain comparisons of voting patterns and turnout for the county between the July 14, 2020 primary runoff election date and the two previous primary runoff elections held in 2018 and 2016. An example of a voting pattern would be persons voting at the polling place near their place of employment versus voting at the precinct nearest the voter's residence. Another example would be comparing

early voting to election day turnout to review whether the countywide precincts had any effect on the ratio between the two voting periods.

To maintain its countywide polling place program, Marion County must show it can provide a sufficient number of voting systems and e-poll books that work efficiently, securely and in a timely manner. Thus, our office will continue to carefully review and consider all information received regarding Marion County's use of voting systems and e-poll book equipment as it pertains to the county's continued successful designation.

We appreciate the role Marion County has played in developing methods and procedures for conducting elections using countywide precincts. If you need any assistance or information, please feel free to contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

Keith Ingram

Director of Elections

KI:HM

CC: Ms. Vickie Smith

Marion County Clerk

119 West Lafayette, Suite 5

Jefferson, Texas 75657

### 2020

# Marion County Resolution Regarding the 2020-2021 Marion Central Appraisal District Budget

WHEREAS, under the provisions of the Texas Tax Code Section 6.06, governing bodies entitled to vote on the appointment of board members of the Appraisal District shall be delivered a copy of the Appraisal District Budget to have on file and to approve or disapprove. The vote must be returned to the secretary of the Appraisal District board within 30 days.

WHEREAS, the Commissioner's Court of Marion County has voting rights to the appointments of the board members of the Appraisal District, the court desires to vote on the adopted 2020-2021 budget.

NOW THEREFORE, BE IT RESOLVED that the Marion County Commissioners Court votes to approve the 2020-2021 Marion Central Appraisal District Budget and authorizes the County Auditor to budget the counties portion of the budget as calculated based on the proportion of the property taxes imposed by the county for this year.

Passed and approved on this the day of Commissioner's Court Meeting of Marion Count	f, 2020 at a regularly scheduled y, Texas.
Leward J LaFleur, County Judge	
J.R. Ashley, Commissioner Pct 1	Joe McKnight, Commissio
Glenn Dorough, Commissioner Pct 3	Charlie Treadwell, Comm
Attest:	
Vickie Smith, County Clerk	Date:

### 2020

# Marion County Resolution Regarding the 2020-2021 Marion Central Appraisal District Budget

WHEREAS, under the provisions of the Texas Tax Code Section 6.06, governing bodies entitled to vote on the appointment of board members of the Appraisal District shall be delivered a copy of the Appraisal District budget to have on file and to approve or disapprove. The vote must be returned to the secretary of the Appraisal District board within 30 days.

WHEREAS, the Commissioner's Court of Marion County has voting rights to the appointments of the board members of the Appraisal District, the court desires to vote on the adopted 2020-2021 budget.

NOW THEREFORE, BE IT RESOLVED that the Marion County Commissioners Court votes to disapprove the 2020-2021 Marion Central Appraisal District Budget. However, the Commissioners Court still authorizes the County Auditor to budget the counties portion of the budget as calculated based on the proportion of the property taxes imposed by the county for this year.

Passed and approved on this the d	ay of, 2020 at a regularly schedule
Commissioner's Court Meeting of Marion C	County, Texas.
Leward J LaFleur, County Judge	
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Attest:	
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# MARION COUNTY APPRAISAL DISTRICT BUDGET ALLOCATION

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2019	Soci	\$	\$	ς,	ᡐ	ᡐ	\$	\$
	etirement	762	325	347	442	351	399	2,626
	т.	ዯ	\$	ᡐ	\$	<b>⊹</b>	\$	<b>∽</b>
	2020 Proposed	68,000	29,000	31,000	39,500	31,310	35,630	234,440
	2020	<b>ب</b>	<b>ب</b>	ς,	ς,	ᡐ	\$	S
	difference	3,000	200	2,500	1,190	1,000	200	
	19 Salary	65,000			38,310		35,130	
70	7	: Appraiser	praiser 2 (BPP/Aller	praiser 2 (Data Elling)	se 1 (Admin Assist	e 2 (CSR)	ce 3 (Deeds)	

# MARION COUNTY APPRAISAL DISTRICT BUDGET ALLOCATION

		Quarter	TC 310	\$ 045.37	231.01	1,771.38	\$ 11.31	\$ 43.35	7, 7,	91.53			
	Difference	Annual	3 381 48		924.05	7,085.53	45.24	173.40	365 30	00:00		11,975.00	<b>542,270.00</b> 95.00 - 200.00 <b>541,975.00</b>
2019	SOZO MINIMA PANCAGE AND	6140 CO 17 C 27 C 1	38,260.51 \$ 38,260.51 \$ 38,260.51 \$	7.7164988% \$ 40,897.44 \$ 10,224.36 \$ 41,871.49 \$ 10.455.27	59.1693391%   \$313,597,50   \$ 78 399 37   \$ 20,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0.3777762% \$ 2.2002.21 \$ 5.02.05 \$ 80,170.76 \$		\$ 1,961.97 \$ 1,847.88 \$ 1,961.97 \$	\$ 16,533.10   \$ 4,041.95   \$ 16,533.10   \$ 4,133.27   \$		\$ 530,000.00 \$ 132.500.00 \$ 541 975 00 \$ 125 402 75	\$ 133,433.73	2018 Proposed Total Budget \$ Less Estimated Interest Earned \$ Less Estimated Copying Revenue \$ Less Estimated BPP Fees \$ 2018 Entity Funded Budget \$
	6 OF TOTAL LEV	78 7378/135%	20.537043370	7.7164988%	59.1693391%	0.3777762%	1.4480151%	3 0505273%	3.0303213/0		100%		\$ 530,345.00 \$ 95.00 \$ . \$ 250.00 \$ 530,000.00
	2018 Levy	\$ 3,366,967,85			\$ 7,055,116.04	\$ 45,044.53	\$ 172,655.55	\$ 363,737,71			\$ 11,923,601.22		Less Estimated Interest Earned \$ 530,345.00 Less Estimated Copying Revenue \$
	ENTITY	County of Marion	City of Jefferson			Avinger ISD	Ore City ISD	Marion Co Hospital Dist			lotal		Less Estimate Less Estimate Less Estimated Less Esí
i.	4	100											

### RESOLUTION

### The State of Texas County of Marion

Marion County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Marion County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Elections Code.

Marion Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

Marion County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

Marion County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

Marion County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State. Marion County Commissioners Court assures that the funds will be returned to the Office of Secretary of State in full.

NOW, therefore, be it resolved that the Marion County Commissioners Court does, by the adoption of this Resolution, give its support.

Adopted in open court this the 26th day of May 2020.

Signed:	ě
Leward J LaFleur, County Judge	
J.R. Ashley, Commissioner Pct. 1	Joe McKnight, Commissioner Pct. 2
Glenn Dorough, Commissioner Pct. 3	Charlie Treadwell, Commission Pct. 4
Attest:	# 7
Vickie Smith, Marion County Clerk	

# 2020 HELP AMERICA VOTE ACT (HAVA) CARES ACT SUB-GRANT TO TEXAS COUNTIES

Notice of Grant Award

Grantee: Marion

Obligation Information

Grantee: Obligation Information

Grantee: Obligation Information

CFDA Number: 90.404 | Grant Period: 3/28/2020 - 11/30/2020 | Agreement No.: TX20101CARES-155

**Funds Description** 

This obligation of funds constitutes the Grantee's share of \$24,421,230 million awarded to the State of Texas (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136).

### **Funding Information**

	Maximum Award	Requested Amount					
Federal Share	\$11,060.47	\$					
Required Matching Funds	\$2,212.09	\$	The state of the s				
Chapter 19 Matching Funds		\$					
County Matching Funds	~ ~	\$					
Total Matching Funds (cannot)	pe less than Required Matching Funds)	\$ .					

### Purpose

As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the CARES Act, 2020 (Public Law 116-136), the purpose of this award is to "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."

### Receipt of Funds

All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.

### Matching Funds

All Federal funds must be matched at 20% using county funds. Pursuant to Section 19.004 of the Texas Election Code, the Secretary of State has determined that Chapter 19 funds entitled to the county may be used to meet the cash match requirement in addition to or in replacement of other funds available to the county.

### **Grant Administration**

Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: <u>Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the <u>Texas Uniform Grant Management Standards (UGMS)</u> maintained by the Texas Comptroller of Public Accounts.</u>

### Reporting Requirements

- 1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government.
- 2. The final expenditure report must be submitted to the Secretary of State no later than November 30, 2020. Any unexpended funds will revert back to the state, which will be returned to the federal government.
- 3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.

### Award Contingencies

This award is contingent upon the completion of the following activities:

- 1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge.
- 2. A resolution from the county commissioners court acknowledging certain terms and conditions.
- 3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions.

### Acknowledgement

By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances.

Ruth R. Hughs

Ruth Secretary of State

Description:

Obj/15/2020

Leward LeFleur

Marion

County Judge

Describe how the county	will meet the required match.		
		*	
Funding Purpose Areas	9		
	HILL STATE OF THE	this award to prevent, prepare for, and respond to corons	avirus for the
2020 Federal election cy	rcle.		
equipment, registration 1	itional costs for printing and maist activities to improve the acc	ailing ballots, ballot tracking software, high speed scanr curacy and currency of registrant addresses	iers, letter openin
Proposed Activities:			
Cartina Additional and	Il	divineted to nondomic response temporary staff	
Proposed Activities:	il workers, election office staff	diverted to pandemic response, temporary staff	
rioposou riouvidos.		3	
Security and Training:	Pre- and post-election cleanin	ng of polling places, staff and poll worker training on pre	vention processes
Proposed Activities:		3 1 01 / 1	2
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			16
	ying public of voter registration	n requirements, ballot request options, precautions or vo	ting procedures
Proposed Activities:			
HP.	*		
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	otops, mobile IT equipment, cle	eaning supplies, personal protective equipment (PPE)	,
Proposed Activities:			
		· · · · · · · · · · · · · · · · · · ·	

### SINGLE POINT OF CONTACT AND PAYMENT INFORMATION

Name		n n n n n			New 710- U-1707-20				
Title		. 4	12.13	2			8 10	_	
Phone		·	_ Fax		1. DESCRIPTION OF THE PROPERTY OF			_	
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Address						an Tara Ba			
Mail Code*					,				
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<sup>\*</sup>Payments will be issued using the county vendor ID \_\_\_\_\_\_\_ and a designated mail code. Please provide the three-digit mail code in the space provided above. If you are unsure of what mail code to use, please contact your county treasurer/auditor.

HAVA GRANT ASSURANCES
Resolution from the Governing Body
A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):
Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement betweenCounty and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code. Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports. Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid. Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.
Office of the Secretary of State in full.
State Voting System Certification  If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:  1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.  2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.
Financial Management Standards
The financial management system of the county must meet the following standards:  1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.  2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-
obligated balances, assets, liabilities, outlays or expenditures, and income.  3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.  4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.  6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, the said of the document and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for infancial
assistance as part of a pre-award review or at any time subsequent to award.
Procurement  The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.
Property Management
Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:  1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of
disposal and sale price of the property.  2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

- 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- 5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

### **Records Retention**

- 1. The county must maintain records for at least three years following the submission of the final expenditure report.
- 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

### Compliance Reviews

- 1. Compliance reviews include programmatic and financial auditing.
- 2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
- 3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
- 4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

### Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

- 1. Require the return of funds if disbursements have already been made.
- 2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
- 3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
- 4. Disallow all or part of the cost of the activity or action that is not in compliance.
- 5. Impose administrative sanctions, other than fines, on the county.
- 6. Withhold further HAVA grant funds from the county.
- 7. Terminate the award agreement in whole or in part.
- 8. Exercise other remedies that may be legally available.

### ollection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursements;
- 2. Withholding payments otherwise due to the county; or
- 3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

### Standard Federal Assurances

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all ers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

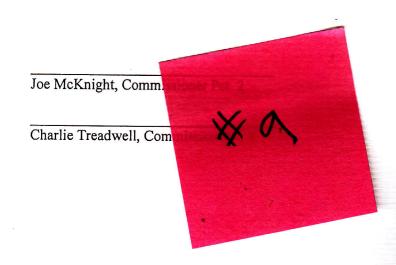
- I. Provisions applicable to a recipient that is a private entity.
  - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - 2. Procure a commercial sex act during the period of time that the award is in effect; or
    - 3. Use forced labor in the performance of the award or subawards under the award.
  - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
    - 1. Violates a prohibition in paragraph A of this award term; or
    - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
      - a) Associated with performance under this award; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
  - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award
  - B. term; or
  - C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—
    - 1. Associated with performance under this award; or
    - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
  - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
  - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
  - A. "Employee" means either:

- 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
  - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
  - 2. Includes:
    - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

NOW, therefore, be it resolved that the Marion County Commissioners Court does, by the adoption of this Resolution, give its support.

Adopted in open court this the 26th day of May 2020.

Signed:
Leward J LaFleur, County Judge
J.R. Ashley, Commissioner Pct. 1
Glenn Dorough, Commissioner Pct. 3
Attest:
Vickie Smith, Marion County Clerk



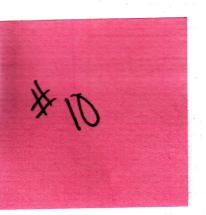
APRIL 2020



# **Unclaimed Property Capital Credits for Counties**

Glenn Hegar

Texas Comptroller of Public Accounts In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.



### What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

## How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- The amount available to each county is based on the total dollar amount of capital credits remitted by electric coops in that county per reporting year, minus anticipated claims as determined by the Comptroller's office.
- A county may or may not receive funds in a given year.

### Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

### General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:\*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- · to support a children's advocacy center
- \*Review Local Government Code, Section 381.004 before starting a program.

### How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court

For more information, visit our website at ClaimItTexas.org.

For questions on Capital Credits, contact our Holder Education and Reporting section at 800-321-2274, option 2 or up.holder@cpa.texas.gov



### **UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES**

County Request for Capital Credits		
County Name Marion County County FEIN	1-75-6001061-7	
Authorized by □ Judge ☑ Commissioners Court		
Name of County Judge Leward J LaFleur	Approved Date 5/26/2020	
Send the requested funds to:		
440 14/1 / // 0/ 0/ 0 // /	State_TX 75657	
l acknowledge that the purpose of the funds compli Texas Local Government Code, Section :	ies with provisions of	
Name (printed) Leward J LaFleur	Title Marion County Judge	
Signature	Date	
Email Address leward.lafleur@co.marion.tx.us	Phone 903-665-3261	
Submit signed and completed form by either mail, email or fax by July 31, 2020.		
Mail Texas Comptroller of Public Accounts Email up.holder@cpa.texas.gov Unclaimed Property Division Fax 512-463-3569 Holder Education and Reporting section P.O. Box 12019 Austin, Texas 78711-2019		
FOR COMPTROLLER'S USE ONLY: We are authorized to release% of the total amo	unt available to your county. We will send a	
\$ payment to the address provided above. By requesting funds, you have certifi	ied that they will be used in compliance with the provi-	
sions of Texas Local Government Code, Section 381.004.		
Comptroller's Representative	Date	

Prior year 2019 \$1/7598.36 Previous Colletions
July 2014 19047.70
July 2014 19047.70
July 2014 14078.29

eral guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

t, this document may be requested in alternative formats by calling 800-252-1382, y sending a fax to **512-475-0900**.



### RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Marion County Commissioners Court does, by the adoption of this Resolution, that there is no parking on county right-of-way on Liveoak Road in Ridgewood Subdivision with the exception for property owners who may park in their driveways but their vehicles must clear the road way. Failure to follow may result in citations from the Marion County Sheriff's Department. Adopted in open court this the 26<sup>th</sup> day of May, 2020 to be effective on Friday, May 29, 2020.

Leward J. LaFleur
Marion County Judge

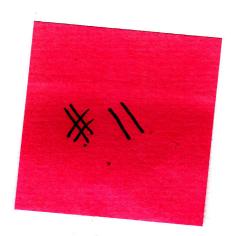
Joe McKnight
Commissioner, Pct. 1

Glenn Dorough
Commissioner, Pct. 3

C.W. (Charlie) Treadwell
Commissioner, Pct. 4

ATTEST:

Vickie Smith Marion County Clerk



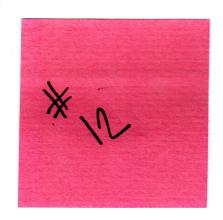
### GOLDEN BROKERS AND IMPORTS, LLC

### LETTER OF INTENT

May 21, 2020

From: GOLDEN BROKERS AND IMPORTS, LLC

4525 FM 250 NORTH, HUGHES SPRINGS, TX 75656



To:

MARION COUNTY AUDITOR, SHANNA SOLOMON

119 W LAFAYETTE ST. SUITE 4, JEFFERSON, TX 75657

Dear Sir's,

The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:

"Buyer": MARION COUNTY

"Seller": GOLDEN BROKERS AND IMPORTS

in which Buyer would purchase the business, materials, services or matters set forth in this Letter from Seller. This Letter also outlines some of the terms and conditions that a future agreement would include, as well as the exchange of information and documents that should take place in advance of the future agreement. The future agreement would require further documentation and approvals and the preparation of a definitive agreement, which would set forth the material terms and a commitment from the Buyer to purchase and the Seller to sell.

BUYER verifies that we are & shall remain compliant as directed within Executive Order 2020-10. Specifically purchasing products that fall within the definition of a healthcare & public health operation. Namely, the product, 3Ply masks which BUYER intends to sell, supply & distribute to FEMA, federal, state & private healthcare 1st responders, medical workers, federal employees, and/or other non-retail users.

1. Prospective Transaction.

The transaction, which the Parties have expressed a mutual interest in, involves the transfer of \_\_\_\_62 thousand\_\_\_\_ 3-ply Masks item from the Seller to the Buyer ("Prospective Transaction"). The 3-ply Mask price is FOB USA plant/warehouse.

2. Purchase Price

The Prospective Transaction would involve payment from Buyer to Seller under the following terms: Price per mask: \$ 0.95 .

Buyer will make payments in the amount of 100% of each invoice as respirator lots become available.

### 3. Liabilities of Seller

Buyer would not assume any liabilities or obligations of Seller. Seller would remain liable for any (known or unknown) liabilities or obligations not expressly assumed by Buyer and which arose before the consummation of the final or definitive agreement and shall pay and discharge all known liabilities and obligations prior to closing.

### 4. Due Diligence

Buyer will be entitled to inspect and analyze the Seller's inventory and the Seller's business and operations until the closing, or termination, of this Letter of Intent. Seller will provide all information requested by Buyer and Buyer agrees to execute a Confidentiality Agreement and to not contact Seller's customers or suppliers unless authorized by Seller.

### 5. Contingencies

Before a final agreement can be made, Buyer must be satisfied with the due diligence review and information and documents provided by Seller, and an agreement on the terms of the Definitive Agreement.

### 6. Definitive Agreement

The Definitive Agreement will be structured as a purchase and sale of assets and will include customary covenants, conditions and warranties.

### 7. Non-Binding Agreement

Except for the paragraphs entitled "Exclusivity" and "Public Announcements and Confidentiality Agreement," the provisions in this Letter of Intent are for informational purposes only and are nonbinding on all Parties. The Prospective Transaction requires further negotiation and documentation, including preparing and executing a final agreement. This letter does not require either party to proceed to the completion of a binding final agreement. The parties shall not be contractually bound to the sale, purchase or transfer listed above unless and until they enter into a formal, written final agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion.

### 8. Exclusivity

The Parties agree to Exclusivity for a period of 15 days from the date the last signature is affixed hereto. Consideration for an exclusivity agreement is the time and expense involved in drafting this Letter of Intent and conducting the due diligence review.

9. Public Announcements and Confidentiality Agreement
All parties hereby agree not to release any information to the public with regards to this

letter or any potential agreement without the separate written consent of all parties involved. All parties agree that the terms of this letter of intent and any negotiations shall remain confidential between the parties and their legal representation.

10. Authority to Enter Letter of Intent

The parties signing this letter affirm they are an authorized representative of their respective companies and have authority to enter into this Letter of Intent.

11. Closing, Termination of Letter

Closing shall occur no later than 10 days from the date the last signature is affixed hereto unless mutually extended by the Parties. The Letter of Intent terminates if Closing does not occur or has not been extended or if either Party provides written notice of termination. If the Letter terminates, the paragraphs entitled "Exclusivity" and "Public Announcements and Confidentiality Agreement" survive termination and continue to bind the Parties, as does any separately executed Confidentiality Agreement.

- 12. Expenses Associated with this Letter of Intent and Due Diligence
  The Parties agree to bear their own expenses, including attorney's and professional
  fees associated with any due diligence or any other matter associated with this
  Prospective Transaction.
- 13. Governing Law

This letter shall be governed by the laws of the State of \_\_\_\_TEXAS\_\_\_\_.

Sincerely,

GOLDEN BROKERS AND IMPORTS, LLC

AMY MCCREERY

# PETITION TO DECLARE PORTIONS OF JIMMY STREET ABANDONED AND CLOSED AND TO CONVEY THEM TO THE ADJOINING PROPERTY OWNERS

We are all of the owners of properties which adjoin portions of Jimmy Street located between Lots 8, 9 and 10 and Lots 11, 12 and 13 in the Pine Grove Subdivision to Marion County, Texas, as shown in plat and field note descriptions attached hereto as Exhibit A. We petition Marion County to declare these portions of Jimmy Street to be abandoned and closed and to convey them to us.

<u>Name</u>

<u>Address</u>

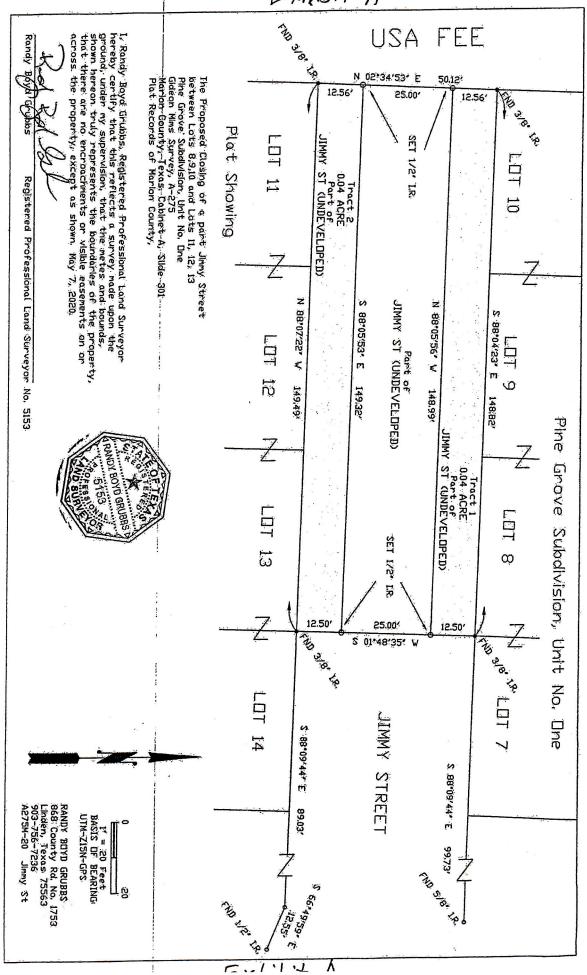
P.O. Box 571, Linden, Texas 75563

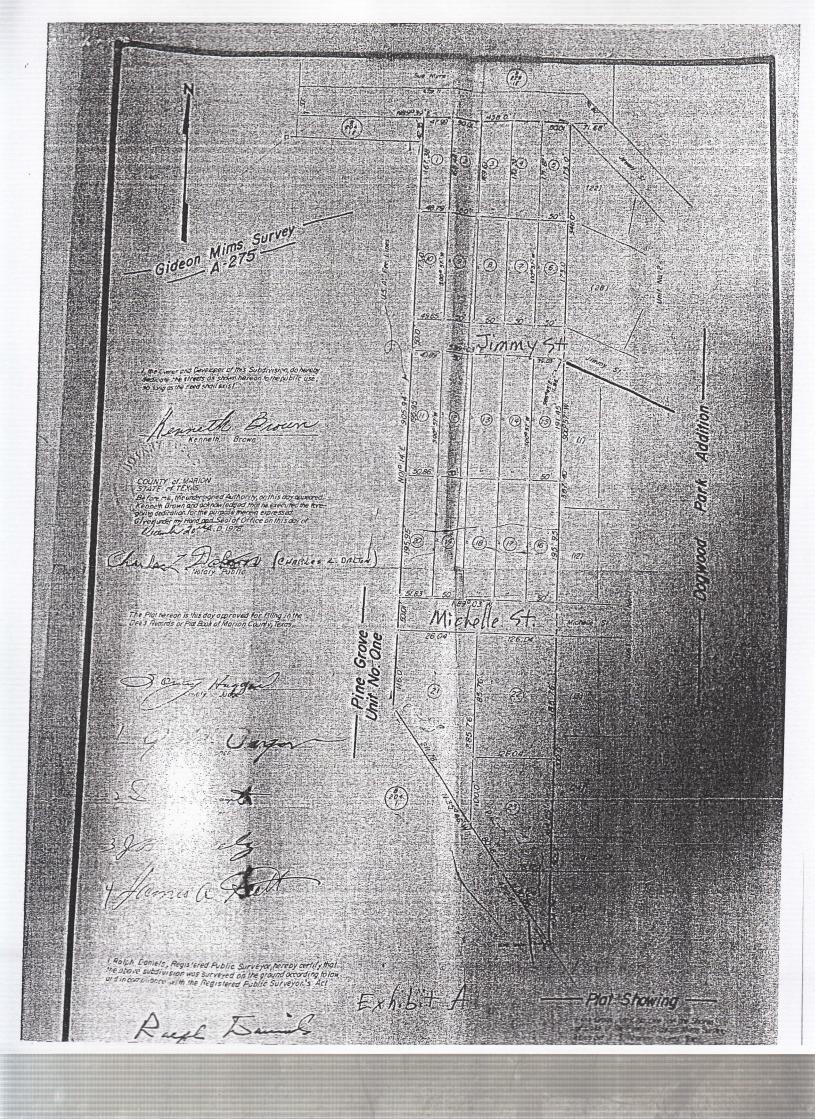
P.O. Box 571, Linden, Texas 75563

175 Jimmy Street, Jefferson, Texas 75657



F 21 .





# RESOLUTION DECLARING PORTIONS OF JIMMY STREET ABANDONED AND CLOSED AND AUTHORIZING SALE

WHEREAS, tracts of land being portions of Jimmy Street in Marion County, Texas, which lie between Lots 8, 9 and 10 and Lots 11, 12 and 13 in the Pine Grove Subdivision, have been abandoned for several years by the public, and there is not now, nor has there ever been, any private use of them for the purpose of a street, and in the opinion of the Commissioner's Court, they are not needed for public purposes, and such property, so far as the public is concerned, should be abandoned and closed.

BE IT AND IT IS HEREBY RESOLVED by the Commissioner's Court of Marion County, Texas that the following described portions of Jimmy Street labeled Tract A and Tract B as shown plats attached hereto as Exhibit A be, and the same are so far as the public is concerned, abandoned and closed ("the Property"):

### Tract I:

All that certain 0.04 acre tract of land, being a part of Jimmy Street (undeveloped called 50 foot right-of-way), being located South of Lots 8, 9 & 10, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in and Cabinet A, Slide 301 of Plat Records Marion County, Texas said 0.04 acres of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A 3/8" iron rod found in the USA FEE line for the Southwest corner of Lot 10, Pine Grove Subdivision, Unit No. 1, and the Northwest corner of this tract, said ½" iron rod being in the North right-of-way line of Jimmy Street;

Thence: S 88° 04' 23" E, 148.82 feet with the North right-of-way line of Jimmy Street and the South line of Lots 10, 9 & 8, to a 3/8" iron rod found in the North line of Jimmy Street for the Northeast corner of this tract, Southeast corner of Lot 8, Southwest corner of Lot 7;

Thence: S 01° 48' 35" W, 12.50 feet with a new line to a ½" iron rod set for the Southeast corner of this tract;

Thence: N 88° 05' 56" W, 148.99 feet with a new line to a ½" iron rod found in the USA FEE line for the Southwest corner of this tract;

Thence: N 02° 34' 53" E, 12.56 feet with the USA FEE line to the Point of Beginning, containing 0.04 acre of land, more or less.

### Tract II:

All that certain 0.04 acre tract of land, being a part of Jimmy Street (undeveloped called 50 foot right-of-way) being located North of Lots 11, 12 & 13, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas and being shown on plat recorded in and Cabinet A, Slide 301 of Plat Records Marion County, Texas said 0.04 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A 3/8" iron rod found in the USA FEE line for the Northwest corner of Lot 11, Pine Grove Subdivision, Unit No. 1, and the Southwest corner of this tract, said ½" iron rod being in the South right-of-way line of Jimmy Street;

Thence: N 02° 34' 53" E, 12.56 feet with the USA FEE line to a ½' iron rod set in the USA FEE line for the Northwest corner of this tract;

Thence: S 88° 05' 53" E, 149.32 feet with a new line to a ½" iron rod set for the Northeast corner of this tract;

Thence: S 01° 48' 35" W, 12.50 feet with a new line to a 3/8" iron rod found in the South right-of-way line of Jimmy Street for the Southeast corner of this tract, also the Northeast corner of Lot 13, Northwest corner of Lot 14;

Thence: N 88° 07' 22" W, 149.49 feet with the South right-of-way line of Jimmy Street to the Point of Beginning, containing 0.04 acre of land, more or less.

BE IT FURTHER RESOLVED that since the Property has only been designated as portions of Jimmy Street in the Pine Grove Subdivision on the maps of the said County, that the right to open the same be and is hereby abandoned so far as the public is concerned, save and except, and there is hereby reserved unto the Grantor, any existing public water, sewer and utility easements.

BE IT FURTHER RESOLVED that the Property containing a total of 0.0.08 acres of land be conveyed to RONNIE GLEN HAMM, JINA M. SULLIVAN and WANDA L. PARSONS by a deed without warranty.

		MARION COUNTY, TEXAS		
•				
		Leward J. LaFleur County Judge		
ATTEST:				
o wasaa waa oo aa aa gaaraa aa gaaraa				
Vickie Smith County Clerk				
STATE OF TEXAS	<b>§</b>	•		
COUNTY OF MARION	§			
This instrument wa Leward J. LaFleur, Count		pefore me on this day of May, 2020 by		
		Notary Public – State of Texas		

# **DEED WITHOUT WARRANTY**

NÓTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MARION §

That MARION COUNTY, TEXAS, a Texas Municipal Corporation for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by RONNIE GLEN HAMM and wife, JINA M. SULLIVAN and WANDA L. PARSONS, a single person (hereinafter referred to as "Grantees"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto RONNIE GLEN HAMM and wife, JINA M. SULLIVAN, whose address is P.O. Box 571, Linden, Texas 75563 and WANDA L. PARSONS whose address is 175 Jimmy Street, Jefferson, Texas 75657, all those certain tracts or parcels of land being abandoned portions of Jimmy Street in the Pine Grove Subdivision of the County of Marion, as shown in a plat attached hereto as Exhibit A, and more particularly described as follows ("the Property"):

## Tract I:

All that certain 0.04 acre tract of land, being a part of Jimmy Street (undeveloped called 50 foot right-of-way), being located South of Lots 8, 9 & 10, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in and Cabinet A, Slide 301 of Plat Records Marion County, Texas said 0.04 acres of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A 3/8" iron rod found in the USA FEE line for the Southwest corner of Lot 10, Pine Grove Subdivision, Unit No. 1, and the Northwest corner of this tract, said ½" iron rod being in the North right-of-way line of Jimmy Street;

Thence: S 88° 04' 23" E, 148.82 feet with the North right-of-way line of Jimmy Street and the South line of Lots 10, 9 & 8, to a 3/8" iron rod found in the North line of Jimmy Street for the Northeast corner of this tract, Southeast corner of Lot 8, Southwest corner of Lot 7;

Thence: S 01° 48' 35" W, 12.50 feet with a new line to a ½" iron rod set for the Southeast corner of this tract;

Thence: N 88° 05′ 56″ W, 148.99 feet with a new line to a ½" iron rod found in the USA FEE line for the Southwest corner of this tract;

Thence: N 02° 34′ 53" E, 12.56 feet with the USA FEE line to the Point of Beginning, containing 0.04 acre of land, more or less.

## Tract II:

. ₹° <sup>₹</sup>.

All that certain 0.04 acre tract of land, being a part of Jimmy Street (undeveloped called 50 foot right-of-way) being located North of Lots 11, 12 & 13, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas and being shown on plat recorded in and Cabinet A, Slide 301 of Plat Records Marion County, Texas said 0.04 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A 3/8" iron rod found in the USA FEE line for the Northwest corner of Lot 11, Pine Grove Subdivision, Unit No. 1, and the Southwest corner of this tract, said  $\frac{1}{2}$ " iron rod being in the South right-of-way line of Jimmy Street;

Thence: N 02° 34' 53" E, 12.56 feet with the USA FEE line to a ½' iron rod set in the USA FEE line for the Northwest corner of this tract;

Thence: S 88° 05' 53" E, 149.32 feet with a new line to a ½" iron rod set for the Northeast corner of this tract;

Thence: S 01° 48' 35" W, 12.50 feet with a new line to a 3/8" iron rod found in the South right-of-way line of Jimmy Street for the Southeast corner of this tract, also the Northeast corner of Lot 13, Northwest corner of Lot 14;

Thence: N 88° 07' 22" W, 149.49 feet with the South right-of-way line of Jimmy Street to the Point of Beginning, containing 0.04 acre of land, more or less.

Save and Except, and there is hereby reserved unto the Grantor any existing public water, sewer, natural gas and other utility easements.

This conveyance is made and accepted subject to all rights-of-way, restrictive covenants, prior reservation of minerals, mineral conveyances, and outstanding mineral leases, flowage easements, rights of the Unites States of America or the State of Texas to property lying in a lake, river or stream or property lying between a shoreline and a

contour line, easements, boundary line encroachments, rights of parties in possession, conditions, and restrictions, visible and apparent or of record in the office of the County Clerk of Marion County, Texas.

This conveyance is executed, delivered and accepted without any representation, assurance or warranty, whether express or implied, as to the condition of the Property and the improvements situated thereon, or as to the fitness, merchantability or suitability of the Property or improvements, or as to the existence, non-existence or extent of nature or defects of any kind, either apparent or latent.

In consideration of the Grantor conveying the Property and improvements for the consideration hereinabove recited, the Grantees accept the Property, in its present condition, "AS IS", without any warranty or guarantee as to the condition, fitness, merchantability, suitability or freedom from defects.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever.

DATED this \_\_\_\_ day of May, 2020

County Clerk

	Marion County, Texas
ATTEST:	Leward J. LaFleur County Judge
Vickie Smith	

THE STATE OF TEXAS	§	
COUNTY OF MARION	§	
This instrument was Leward J. LaFleur, in the	s acknowledged before me on th capacity set forth therein.	is day of May, 2020 by
	Notary Public - St	ate of Texas

## PETITION TO DECLARE PORTIONS OF MICHELLE STREET ABANDONED AND CLOSED AND TO CONVEY THEM TO THE ADJOINING PROPERTY OWNERS

We are all of the owners of properties which adjoin portions of Michelle Street located between Lots 20, 19 and part of 18 and Lot 21 in the Pine Grove Subdivision to Marion County, Texas, as shown in plat attached hereto as Exhibit A. We petition Marion County to declare these portions of Michelle Street to be abandoned and closed and to convey them to us.

<u>Name</u>

Address

P.O. Box 571, Linden, Texas 75563

P.O. Box 571, Linden, Texas 75563

Barbara J. Glock

4808 Old Gate Lane, Parker, Texas 75002



Fxhibit A

i. Randy Boyd hereby certify ground, under shown hereon that there are across the process that the process the process the process that t		É	7. TA	US N 01:10	A FE	E
I, Randy Boyd Grubbs. Registered Professional Land Surveyor hereby certify that this reflects a survey made upon the ground, under my supervision, that the netes and bounds. Shown hereon truly represents the boundaries of the property, that there are no encroactments on visible easements on or across the property, except as shown. March 31, 2020.  The control of the property of the property of the property.  Randy Boyd Grubbs Registered Professional Land Surveyor No. 5153	Pine brove Subdivision, Unit No. One		N 87*49'39" W	ig 0.07 ACRE Part of MICHELLE ST CUNDE	المورد و ال	LOT 20
PANON BOYO GRUBBS	n, Unit No. One	Barbara Glock Vol. 981, Pg. 711	124.61'	4 v. 24.98, 4 4.	24.98°	5, Pg. 147  T 19  Part of LOT 18
Plat Showing The Proposed Closing of a part Michelle Street between Lot 21 and Lots 20, 19 & part of Lot 18 Pine Grove Subdivision, Unit No. One Gldeon Mrs Survey, A-25 Marion County, Texas. Cabinet A. Side 301 Plat Records of Marion County.	,	רםד 22		S MICHELLE ST	V	Part of Ronnie Hamm LOT 18 Vol. 918, Pg. 224
903-756-7236 A2754-20 Michelle St ing ing part Michelle Street 20, 19 % part of Lot 18, t No. One net A. Side 301 unty.	77.7	0 20  1' = 20 Feet BASIS OF BEARING	. 1	1	_	NOT 16

ESCHALAR CONTRACTOR OF THE STATE OF THE STAT

# RESOLUTION DECLARING PORTIONS OF MICHELLE STREET ABANDONED AND CLOSED AND AUTHORIZING SALE

WHEREAS, tracts of land being portions of Michelle Street in Marion County, Texas, which lie between Lots 18, 19 and 20 and Lot 21 in the Pine Grove Subdivision, have been abandoned for several years by the public, and there is not now, nor has there ever been, any private use of them for the purpose of a street, and in the opinion of the Commissioner's Court, they are not needed for public purposes, and such property, so far as the public is concerned, should be abandoned and closed.

BE IT AND IT IS HEREBY RESOLVED by the Commissioner's Court of Marion County, Texas that the following described portions of Michelle Street labeled Tract A and Tract B as shown plats attached hereto as Exhibit A be, and the same are so far as the public is concerned, abandoned and closed ("the Property"):

#### Tract A:

All that certain 0.07 acre tract of land, being a part of Michelle Street (undeveloped), being located between Lots 20, 19, and part of Lot 18, and Lot 21, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in Cabinet A, Slide 301 of the Plat Records of Marion County, Texas, said 0.07 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A ½" iron rod found in the USA FEE line for the Southwest corner of Lot 20 Pine Grove Subdivision, Unit No. 1, and the Northwest corner of this tract, said ½" iron rod being in the North right-of-way line of Michelle Street;

Thence: S 88° 07' 46" E, 126.55 feet with the North right-of-way line of Michelle Street and the South line of Lots 20, 19, and part of Lot 18 to a ½" iron rod found for the Northeast corner of this tract, Southeast corner of Vol. 985, Pg. 147, Southwest corner of Vol. 918, Pg. 224;

Thence: S 03° 26' 41" W, 24.98 feet with a new line to a nail set in pavement in the centerline of Michelle Street for the Southeast corner of this tract, also the Northeast corner of another 0.07 acre tract (Tract B) surveyed this date, a ½" iron rod found for the Northeast corner of Lot 21, Northwest corner of Lot 22, and the Southeast corner of the other 0.07 acre tract surveyed this date, bears S 03° 26' 41" W, 24.98 feet;

Thence: N 87° 58' 45" W, 125.58 feet with a new line and the centerline of Michelle Street to a ½" iron rod set in the USA Fee line for the Southwest

corner of this tract, also the Northwest corner of Tract B surveyed this date, a ½" iron rod found for the Northwest corner of Lot 21, Southwest corner of (Tract B) bears S 01° 12' 47" W, 24.65 feet;

Thence: N 01° 12' 47" E, 24.65 feet with the USA FEE line to the Point of Beginning, containing 0.07 acre of land, more or less.

#### Tract B:

All that certain 0.07 acre tract of land, being a part of Michelle Street (undeveloped), being located between Lots 20, 19 and part of Lot 18 and Lot 21, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in Cabinet A, Slide 301 of the Plat Records of Marion County, Texas, said 0.07 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A ½" iron rod found in the USA Fee line for the Northwest corner of Lot 21, Pine Grove Subdivision, Unit No. 1, and Vol. 981, Pg, 711 and the Southwest corner of this tract, said ½" iron rod being in the South right-of-way line of Michelle Street;

Thence: N 01° 12' 47" E, 24.65 feet with the USA FEE line to a ½" iron rod set in the USA FEE line for the Northwest corner of this tract, Southwest corner of another 0.07 acre tract (Tract A) surveyed this date, a ½" iron rod found for the Southwest corner of Lot 20 and Vol. 985, Pg. 147, and the Northwest corner of Tract A, bears N 01° 12' 47" E, 24.65 feet;

Thence: S 87° 58' 45" E, 125.58 feet with a new line and the centerline of Michelle Street to a nail set in pavement in the centerline of Michelle Street for the Northeast corner of this tract, also the Southeast corner of Tract A, a ½" iron rod found in the North line of Michelle Street for the Northeast corner of Tract A, Southeast corner of Vol 985, Pg. 147 bears N 03° 26' 41" E, 24.98 feet;

Thence: S 03° 26' 41" W, 24.98 feet with a new line to a ½" iron rod found in the South right-of-way line of Michelle Street for the Southeast corner of this tract, also the Northeast corner of Lot 21, Northwest corner of Lot 22.

Thence: N 87° 49' 39" W, 124.61 feet with the South right-of-way line of Michelle Street to the Point of Beginning, containing 0.07 acre of land, more or less.

BE IT FURTHER RESOLVED that since the Property has only been designated as portions of Michelle Street in the Pine Grove Subdivision on the maps of the said County, that the right to open the same be and is hereby abandoned so far as the public is concerned, save and except, and there is hereby reserved unto the Grantor, any existing public water, sewer and utility easements.

BE IT FURTHER RESOLVED that the Property containing a total of 0.14 acres of land be conveyed to RONNIE GLEN HAMM, JINA M. SULLIVAN and BARBARA J. GLOCK by a deed without warranty.

		MARION COUNTY, TEXAS		
		Leward J. LaFleur County Judge		
ATTEST:				
Vickie Smith County Clerk				
STATE OF TEXAS	§			
COUNTY OF MARION	§			
This instrument wa Leward J. LaFleur, Count		pefore me on this day of May, 2020 by		
		Notary Public – State of Texas		

# **DEED WITHOUT WARRANTY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MARION §

That MARION COUNTY, TEXAS, a Texas Municipal Corporation for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by RONNIE GLEN HAMM and wife, JINA M. SULLIVAN and BARBARA L. GLOCK, a single person (hereinafter referred to as "Grantees"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto RONNIE GLEN HAMM and wife, JINA M. SULLIVAN, whose address is P.O. Box 571, Linden, Texas 75563 and BARBARA J. GLOCK whose address is 4808 Old Gate Lane, Parker, Texas 75002, all those certain tracts or parcels of land being abandoned portions of Michelle Street in the Pine Grove Subdivision of the County of Marion, as shown in a plat attached hereto as Exhibit A, and more particularly described as follows ("the Property"):

#### Tract A:

All that certain 0.07 acre tract of land, being a part of Michelle Street (undeveloped), being located between Lots 20, 19, and part of Lot 18, and Lot 21, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in Cabinet A, Slide 301 of the Plat Records of Marion County, Texas, said 0.07 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A ½" iron rod found in the USA FEE line for the Southwest corner of Lot 20 Pine Grove Subdivision, Unit No. 1, and the Northwest corner of this tract, said ½" iron rod being in the North right-of-way line of Michelle Street;

Thence: S 88° 07' 46" E, 126.55 feet with the North right-of-way line of Michelle Street and the South line of Lots 20, 19, and part of Lot 18 to a ½" iron rod found for the Northeast corner of this tract, Southeast corner of Vol. 985, Pg. 147, Southwest corner of Vol. 918, Pg. 224;

Thence: S 03° 26' 41" W, 24.98 feet with a new line to a nail set in pavement in the centerline of Michelle Street for the Southeast corner of this tract, also the Northeast corner of another 0.07 acre tract (Tract B) surveyed this date, a ½" iron rod found for the Northeast corner of Lot 21, Northwest corner of Lot 22, and the Southeast corner of the other 0.07 acre tract surveyed this date, bears S 03° 26' 41" W, 24.98 feet;

Thence: N 87° 58' 45" W, 125.58 feet with a new line and the centerline of Michelle Street to a ½" iron rod set in the USA Fee line for the Southwest corner of this tract, also the Northwest corner of Tract B surveyed this date, a ½" iron rod found for the Northwest corner of Lot 21, Southwest corner of (Tract B) bears S 01° 12' 47" W, 24.65 feet;

Thence: N 01° 12' 47" E, 24.65 feet with the USA FEE line to the Point of Beginning, containing 0.07 acre of land, more or less.

## Tract B:

All that certain 0.07 acre tract of land, being a part of Michelle Street (undeveloped), being located between Lots 20, 19 and part of Lot 18 and Lot 21, Pine Grove Subdivision, Unit No. 1, Gideon Mims Survey, A-275, Marion County, Texas, and being shown on plat recorded in Cabinet A, Slide 301 of the Plat Records of Marion County, Texas, said 0.07 acre of land being more particularly described by metes and bounds as follows: (Bearing Basis: UTM-Z15N-GPS)

Beginning at: A ½" iron rod found in the USA Fee line for the Northwest corner of Lot 21, Pine Grove Subdivision, Unit No. 1, and Vol. 981, Pg, 711 and the Southwest corner of this tract, said ½" iron rod being in the South right-of-way line of Michelle Street;

Thence: N 01° 12' 47" E, 24.65 feet with the USA FEE line to a ½" iron rod set in the USA FEE line for the Northwest corner of this tract, Southwest corner of another 0.07 acre tract (Tract A) surveyed this date, a ½" iron rod found for the Southwest corner of Lot 20 and Vol. 985, Pg. 147, and the Northwest corner of Tract A, bears N 01° 12' 47" E, 24.65 feet;

Thence: S 87° 58' 45" E, 125.58 feet with a new line and the centerline of Michelle Street to a nail set in pavement in the centerline of Michelle Street for the Northeast corner of this tract, also the Southeast corner of Tract A, a ½" iron rod found in the North line of Michelle Street for the Northeast corner of Tract A, Southeast corner of Vol 985, Pg. 147 bears N 03° 26' 41" E, 24.98 feet;

Thence: S 03° 26' 41" W, 24.98 feet with a new line to a ½" iron rod found in the South right-of-way line of Michelle Street for the Southeast corner of this tract, also the Northeast corner of Lot 21, Northwest corner of Lot 22.

Thence: N 87° 49′ 39″ W, 124.61 feet with the South right-of-way line of Michelle Street to the Point of Beginning, containing 0.07 acre of land, more or less.

Save and Except, and there is hereby reserved unto the Grantor any existing public water, sewer, natural gas and other utility easements.

This conveyance is made and accepted subject to all rights-of-way, restrictive covenants, prior reservation of minerals, mineral conveyances, and outstanding mineral leases, flowage easements, rights of the Unites States of America or the State of Texas to property lying in a lake, river or stream or property lying between a shoreline and a contour line, easements, boundary line encroachments, rights of parties in possession, conditions, and restrictions, visible and apparent or of record in the office of the County Clerk of Marion County, Texas.

This conveyance is executed, delivered and accepted without any representation, assurance or warranty, whether express or implied, as to the condition of the Property and the improvements situated thereon, or as to the fitness, merchantability or suitability of the Property or improvements, or as to the existence, non-existence or extent of nature or defects of any kind, either apparent or latent.

In consideration of the Grantor conveying the Property and improvements for the consideration hereinabove recited, the Grantees accept the Property, in its present condition, "AS IS", without any warranty or guarantee as to the condition, fitness, merchantability, suitability or freedom from defects.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever.

DATED this \_\_\_\_ day of May, 2020

		Marion County, Texas	S
ATTEST:		<b>Leward J. LaFleur</b> County Judge	
Vickie Smith County Clerk			
		Second	
THE STATE OF TEXAS	§		
COUNTY OF MARION	§		
This instrument wa Leward J. LaFleur, in the	s ackn	owledged before me on this	day of May, 2020 by
		Notary Public - State of To	exas