

LL-770

FILED FOR RECORD  
AT 10:48 AM

September 24, 2020

SEP 24 2020

Jane Jones, County Clerk  
DELTA COUNTY, TEXAS

**AGENDA FOR DELTA COUNTY COMMISSIONERS COURT**

*Jason Murray*

Meeting time is 9:00 AM Monday, September 28, 2020 in the District Courtroom on the Second Floor of the Delta County Courthouse, located at 200 West Dallas Avenue, Cooper, Texas 75432.

Order  
Pledge of Allegiance  
Invocation  
Announcements

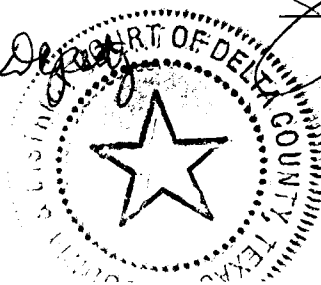
**AGENDA**

1. Public participation
2. Discuss and possible action – End of the Month Report August 2020 – Dawn Stewart
3. Discuss and possible action – Collections Contract for City of Cooper and Cooper ISD – Dawn Stewart
4. Discuss and possible action – Country road 3530 Ben Franklin easement – Bobby Asbill
5. Discuss and possible action – Closure of abandon county road that separates Jeff Snowdens and Randy Wicks property – Jason Murray
6. Discuss and possible action – Delta County holiday schedule fiscal year 2020-2021 – Jason Murray
7. Discuss and possible action – Approval of Minutes from Commissioners Court, September 21, 2020 – Jason Murray
8. Discuss and possible action – Jail Report – Ricky Smith
9. Discuss and possible action – Payment of Bills – Jennifer Houchins
10. Adjourn

Reminder of Texas Government Code Chapter 551 regarding open meetings that if a member of the public or of the Board inquires about a subject that is not on the agenda, and for which notice has not been given as required any discussion of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting.

This notice is given pursuant to "Section 551.002, Government Code"; and the notice shall be posted at the Courthouse, being a place convenient to the public for at least 3 days.

*Jane Jones By Grace Cobb Deputy*  
ATTEST: Jane Jones, County Clerk  
September 24, 2020



*Jason Murray*  
Jason Murray, County Judge

LL-771

DELTA COUNTY COMMISSIONERS COURT

REGULAR TERM, SEPTEMBER 28, 2020

BE IT REMEMBERED THAT A MEETING OF THE DELTA COUNTY COMMISSIONERS COURT WAS HELD THIS DAY AT THE COURTHOUSE IN COOPER, TEXAS.

THOS ATTENDING WERE:

ERIC LAIR, COM. PREC. #1

JIMMY SWEAT, COM. PREC. #2

BOBBY ASBILL, COM. PREC. #3

MARK BRANTLEY, COM. PREC. #4

MEETING WAS CALLED TO ORDER BY JUDGE MURRAY.

PLEDGE OF ALLEGIANCE WAS LED BY JUDGE MURRAY.

INVOCATION WAS GIVEN BY MR. JOE ADAMS.

ANNOUNCEMENTS: NONE

AGENDA

1. PUBLIC PARTICIPATION: NONE
2. DISCUSS AND POSSIBLE ACTION-END OF THE MONTH REPORT AUGUST 2020-DAWN STEWART.

SEE ATTACHED.

COMMISSIONER ASBILL: I MAKE THE MOTION TO APPROVE THE END OF MONTH REPORT OF AUGUST 2020 AS PRESENTED.

COMMISSIONER BRANTLEY: SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE END OF MONTH REPORT OF AUGUST 2020 AS PRESENTED. ANY DISCUSSION? COURT VOTES? 4 TO 0, AYES HAVE IT, MOTION CARRIED.

3. DISCUSS AND POSSIBLE ACTION- COLLECTIONS CONTRACT FOR CITY OF COOPER AND COOPER ISD-DAWN STEWART.

LL-772

THE CITY AND COOPER ISD HAS ALREADY SIGNED. CONTRACTS ARE SAME AS LAST YEAR.

SEE ATTACHED.

COMMISSIONER BRANTLEY: I MAKE THE MOTION TO APPROVE THE COLLECTIONS CONTRACT FOR CITY OF COOPER AND COOPER ISD AS PRESENTED.

COMMISSIONER ASBILL: SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE COLLECTIONS CONTRACT FOR CITY OF COOPER AND COOPER ISD AS PRESENTED. ANY DISCUSSION? COURT VOTES? 4 TO 0, AYES HAVE IT, MOTION CARRIED.

4. DISCUSS AND POSSIBLE ACTION-COUNTY ROAD 3530 BEN FRANKLIN EASEMENT-BOBBY ASBILL.

COMMISSIONER ASBILL WANTS TO GIVE BEN FRANKLIN WATER SUPPLY AN ESEMENT FOR COUNTY ROAD 3530.

NO PAPER WORK, JUST LET MINUTES REFLECT IT.

COMMISSIONER ASBILL: I MAKE THE MOTION FOR PRECINCT 3 TO GIVE BEN FRANKLIN WATER SUPPLY AN EASEMENT FOR COUNTY ROAD 3530.

COMMISSIONER BRANTLEY: SECOND

JUDGE: MOTION MADE AND SECOND FOR PRECINCT 3 TO GIVE BEN FRANKLIN WATER SUPPLY AN EASEMENT FOR COUNTY ROAD 3530. ANY DISCUSSION? COURT VOTES? 4 TO 0.

5. DISCUSS AND POSSIBLE ACTION-CLOSURE OF ABANDON COUNTY ROAD THAT SEPARATES JEFF SNOWDENS AND RANDY WICKS PROPERTY-JASON MURRAY.

MR. SNOWDEN WAS PRESENT AND SNOWDEN STATED THAT THIS WAS A GROWN UP ABANDONED COUNTY ROAD WHICH WILL REVERT BACK TO LAND OWNERS. THEY WILL CLEAN IT UP AND PUT A FENCE DOWN IT.

SEE RESOLUTION ATTACHED.

COMMISSIONER LAIR: I MAKE A MOTION TO CLOSE THE ABANDONED COUNTY ROAD BETWEEN JEFF SNOWDEN AND RANDY WICKS AS REQUESTED.

COMMISSIONER SWEAT: SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE RESOLUTION TO CLOSE THE ABANDONED COUNTY ROAD BETWEEN JEFF SNOWDEN AND RANDY WICK AS PRESENTED. ANY DISCUSSION? COURT VOTES? 4 TO 0.

6. DISCUSS AND POSSIBLE ACTION-DELTA COUNTY HOLIDAY SCHEDULE FISCAL YEAR 2020-2021-JASON MURRAY.

LL-773

SEE ATTACHED SCHEDULE.

COMMISSIONER BRANTLEY: I MAKE THE MOTION TO APPROVE THE HOLIDAY SCHEDULE FOR FISCAL YEAR 2020-2021 AS PRESENTED.

COMMISSIONER LAIR: SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE HOLIDAY SCHEDULE FOR FISCAL YEAR 2020-2021. ANY DISCUSSION? COURT VOTES? 4 TO 0, AYES HAVE IT, MOTION CARRIED.

7. DISCUSS AND POSSIBLE ACTION-APPROVAL OF MINUTES FROM COMMISSIONERS COURT, SEPTEMBER 21, 2020-JASON MURRAY.

THERE IS A PLACE ON WEBSITE THAT THESE WILL BE POSTED.

8. DISCUSS AND POSSIBLE ACTION-JAIL REPORT-RICKY SMITH.

STATED THAT THEY NOW HAVE A GOOD WORK CREW.

NO OBJECTION, REPORT ACCEPTED.

9. DISCUSS AND POSSIBLE ACTION-PAYMENT OF BILLS-JENNIFER HOUCHINS

SEE ATTACHED DOCUMENT-LINE ITEM TRANSFER FOR CONSTABLE

COMMISSIONER ASBILL: I MAKE THE MOTION TO APPROVE THE LINE ITEM TRANSFER FOR CONSTABLE.

COMMISSIONER BRANTLEY: SECOND

COMMISSIONER ASBILL: I MAKE THE MOTION TO PAY ALL BILLS AS PRESENTED.

COMMISSIONER SWEAT: SECOND

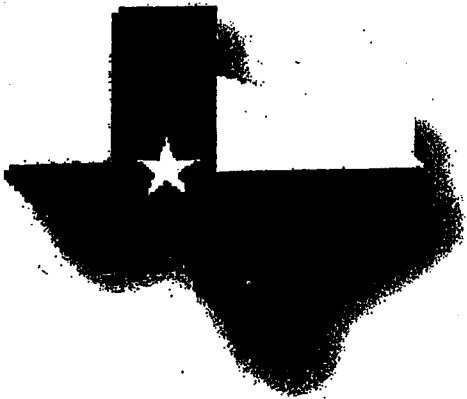
JUDGE: MOTION AND SECOND MADE TO APPROVE THE LINE ITEM TRANSFER FOR CONSTABLE AND PAY ALL BILLS AS PRESENTED. ANY DISCUSSION? COURT VOTES? 4 TO 0, AYES HAVE IT, MOTION CARRIED.

INSURANCE C HECK FOR THE WRECKED CAR FOUND REPLACEMENT. DIDN'T GET IT ADDED TO THE BOARD.

10. ADJOURN

JUDGE: IF THERE IS NO OTHER BUSINESS, THIS MEETING IS ADJOURNED.

LL-774



From the Office of:

**Dawn Stewart**  
Delta County Tax Assessor & Collector  
P.O. Box 388  
Cooper, Texas 75432  
Tel: 903-395-4400 x 228  
Fax: 903-395-4638

Received of Dawn Stewart, Tax Assessor-Collector of Delta County, Cooper, Texas the sum of \$ 36,042.28 the same being the amount of Taxes collected for the Month of August 2020 as follows:

Delinquent Taxes General Fund--- 28,704.90

Delinquent Taxes Road/Bridge Fund-- 7,272.74 ÷ 4 = 1818.18 each  
Comm. EMSD 64.64

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County Treasurer, Delta County, Cooper, Texas

Car Rep =

CO - 1,749.75

RB = 20,313.15 ÷ 4 = 5,078.28

LL-775

ASSESSMENT/COLLECTION AGREEMENT  
STATE OF TEXAS  
COUNTY OF DELTA

FILED FOR RECORD  
AT 9:17A M  
SEP 28 2020

Jane Jones, County Clerk  
DELTA COUNTY, TEXAS  
*Jane Jones*

Whereas, City of Cooper has the power and authority with reference to the terms of Article 4413, (32c), Vernon's Texas Civil Statutes, as amended and Section 6.24, Property Tax code, to authorize Delta County through it duly elected Tax Assessor-Collector to be the Tax Assessor-Collector for the City of Cooper .

Now, therefore, for the consideration, hereinafter, expressed and the mutual conditions hereof, it is mutually agreed by and between the City of Cooper, a political subdivision, duly organized and existing under the laws of the State of Texas, hereinafter referred to as City of Cooper, and Delta County as follows:

**PURPOSE**

The City of Cooper desires to consolidate its assessment and collection of property taxes into the Delta County Tax Office. The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code.

**TERM**

The contract by and between Delta County and City of Cooper shall be in effect from August 1, 2020 thru September 30, 2021, and it shall be automatically renewed thereafter on a year-to-year basis and remain in effect until terminated by mutual consent of the parties or by written notice of termination of either party to the other, such notice to be provided no later than May 31<sup>st</sup>, four months prior to the initiation of current tax collections for the tax year in which the agreement is to be terminated or within 15 workdays of receipt of budget, whichever is later. In the event of termination by notice, the City of Cooper shall be obligated to pay such payments as are required by this contract and agreement through September 30<sup>th</sup> of the tax year, in which

LL-776

this agreement is to be terminated and Delta County shall be obligate to provide services pursuant to this contract, as hereinabove set forth, during such period.

### **SERVICES TO BE PERFORMED**

1. The Delta County Tax Assessor-Collector agrees to do the following for the City of Cooper to prepare and mail all tax statements, provide monthly collection reports as well as daily and weekly reports upon request by the City of Cooper, prepare tax certificates, develop and maintain both current and delinquent tax rolls, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations. The Delta County Tax Assessor-Collector undertakes and agrees to develop and maintain written policies and procedures of its operation, to make available to the City of Cooper full information about the assessment and collection operations of the District and to promptly furnish written reports reasonably necessary to keep the City of Cooper advised of all financial information affecting it, with specific regard to assessment and collections. The Tax Assessor-Collector also agrees each year to calculate and publish in accordance with Section 26.04, Property Tax Code, and the City of Cooper "effective tax rate".
2. The City of Cooper agrees to promptly deliver to the possession and control of the Delta County Tax Assessor-Collector all records that the Delta County former tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by the Tax Office in its assessment and collection operations.
3. The City of Cooper retains the right to select its own attorney for collection of delinquent taxes. The City of Cooper further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid by City of Cooper. To defray and offset such fees it is expressly agreed hereby that the County will apply the additional penalty authorized by Section 33.07, Property

LL-777

Tax Code, Vernon's Tax Code Title 1, as amended and further agreed that the governing body of City of Cooper will enact in a timely fashion all resolutions necessary to allow the application of such penalty.

4. City of Cooper agrees as a part of its quarterly payment contribution to, and annual audit of Delta County Tax Office expenditures and of taxes collected each year as provided by this agreement.
5. The Delta County Tax Assessor-Collector agrees to make payment of taxes collected to the City of Cooper by check drawn on the District's designated depository. Such payment shall be made on a daily basis from October 1 thru January 31; then on a weekly basis from February 1 to September 20. A report of the tax monies will be completed to show the distribution of monies collected. This report will be forwarded with each payment.
6. The Delta County Tax Assessor-Collector shall submit all refunded requests received and authorized under the provisions of Section 31.11 Property Tax Code, or refund order under the provision of Section 42.43 Property Tax Code to the City of Cooper for reimbursement to the taxpayers. The Delta County Tax Assessor-Collector shall submit all pertinent and available information to the City of Cooper with each request.
7. Delta County expressly agrees that the Tax Assessor-Collector, and the Chief Deputy, if deemed necessary by said collector, shall remain at all times registered and shall become certified by the terms and provisions of the Property Tax Code.
8. In the event this agreement is terminated, Delta County agrees to provide the City of Cooper with copies of all records related to the assessment and collection of its taxes including but not limited to copies of the City of Cooper current and delinquent tax rolls. The City of Cooper agrees to pay the actual cost of producing such records.



LL-778

**PAYMENT FOR SERVICES**

The City of Cooper shall reimburse Delta County for the actual costs of providing these services under this contract.

For the 2020 tax year, the City of Cooper shall pay to Delta County the sum of \$4,466.06 for services provided hereunder. For the ~~2019~~<sup>2020</sup> tax year and each year thereafter that this agreement shall remain in effect the Tax Assessor-Collector shall prepare before October 1, of the preceding year, a budget for assessment and collection operation. The City of Cooper agrees to pay Delta County for services rendered hereunder a percentage of the total amount budgeted by the District for such service determined by the total amount of property tax account levied by City of Cooper in the tax year for which the budget is prepared, compared to the total amount of property taxes levied by all the taxing units for which Delta County assess and collects taxes for that year. The budget prepared by the Delta County Tax Assessor-Collector for such services shall be in effect for the following calendar year. City of Cooper shall make payments due hereunder in quarterly installments due on or before that first day of each quarter.

In addition to the payments required above, the City of Cooper expressly agrees to pay the cost of reprocessing and mailing of tax notices if the City of Cooper incurs a rollback or other notification of their tax rate as provided in Sections 26.07 and 26.08 of the Property Tax Code or any further amendments thereto.

Furthermore, the City of Cooper expressly recognizes that the Tax Assessor-Collector intends to assess and collect taxes for itself and other taxing units using consolidated tax statements. As a result, the timely adoption of a tax rate by the City of Cooper is a prerequisite to the provision on services hereunder. If, in the determination of Delta County, the City of Cooper has caused an unreasonable delay in the preparation of consolidated tax statements through its failure to timely adopt a tax rate, Delta County may at its discretion exercise the option of preparing and mailing separate tax statements for the City of Cooper. Such an option shall not be exercised unless the City of Cooper has failed to adopt the tax rate by October 15<sup>th</sup> of

LL-779

the tax years in question. If such an option is exercised by Delta County, the City of Cooper expressly agrees to pay the actual cost incurred by Delta County in preparing and mailing separate tax statements.

### DEFINITIONS

1. For the purpose of this agreement, the terms “assessment” and “collection” shall include the following: calculation of tax, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current and delinquent taxes, and calculation of an effective tax rate require by Section 26.04 of the Property Tax Code.
2. For the purpose of the agreement the term “parcel” shall mean each item of property which required the preparation of a separate tax statement.

LL-780

Jason Murray, Jason Murray, County Judge

Eric Lair, Eric Lair, Commissioner Pct. 1

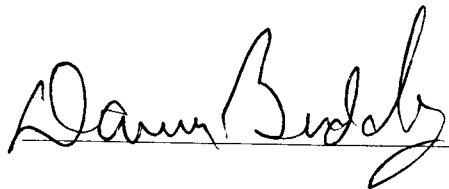
Jimmy Sweat, Jimmy Sweat, Commissioner Pct. 2

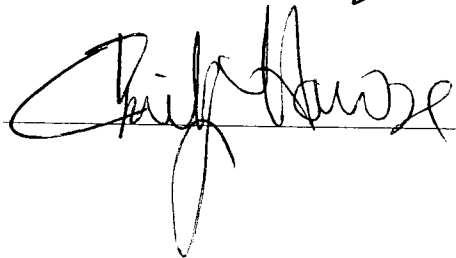
Bobby Asbill, Bobby Asbill, Commissioner Pct. 3

Mark Brantley, Mark Brantley, Commissioner Pct. 4

LL-781

Governing Body of Taxing entity served by Delta County Tax Assessor-Collector

 \_\_\_\_\_, Darren Braddy, Mayor

 \_\_\_\_\_, Emily Howse, Secretary

LL-782

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ASSESSMENT/COLLECTION AGREEMENT

STATE OF TEXAS  
COUNTY OF DELTA

Jane Jones, County Clerk  
DELTA COUNTY, TEXAS  
*Jane Jones*

Whereas, Cooper ISD has the power and authority with reference to the terms of Article 4413, (32c), Vernon's Texas Civil Statutes, as amended and Section 6.24, Property Tax code, to authorize Delta County through it duly elected Tax Assessor-Collector to be the Tax Assessor-Collector for the Cooper ISD.

Now, therefore, for the consideration, hereinafter, expressed and the mutual conditions hereof, it is mutually agreed by and between the Cooper ISD, a political subdivision, duly organized and existing under the laws of the State of Texas, hereinafter referred to as Cooper ISD, and Delta County as follows:

PURPOSE

The Cooper ISD desires to consolidate its assessment and collection of property taxes into the Delta County Tax Office. The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code.

TERM

The contract by and between Delta County and Cooper ISD shall be in effect from August 1, 2020 thru September 30, 2021, and it shall be automatically renewed thereafter on a year-to-year basis and remain in effect until terminated by mutual consent of the parties or by written notice of termination of either party to the other, such notice to be provided no later than May 31<sup>st</sup>, four months prior to the initiation of current tax collections for the tax year in which the agreement is to be terminated or within 15 workdays of receipt of budget, whichever is later. In the event of termination by notice, the Cooper ISD shall be obligated to pay such payments as are required by this contract and agreement through September 30<sup>th</sup> of the tax year, in which this

LL-783

agreement is to be terminated and Delta County shall be obligate to provide services pursuant to this contract, as hereinabove set forth, during such period.

### SERVICES TO BE PERFORMED

1. The Delta County Tax Assessor-Collector agrees to do the following for the Cooper ISD to prepare and mail all tax statements, provide monthly collection reports as well as daily and weekly reports upon request by the Cooper ISD, prepare tax certificates, develop and maintain both current and delinquent tax rolls, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations. The Delta County Tax Assessor-Collector undertakes and agrees to develop and maintain written policies and procedures of its operation, to make available to the Cooper ISD full information about the assessment and collection operations of the District and to promptly furnish written reports reasonably necessary to keep the Cooper ISD advised of all financial information affecting it, with specific regard to assessment and collections. The Tax Assessor-Collector also agrees each year to calculate and publish in accordance with Section 26.04, Property Tax Code, and the Cooper ISD "effective tax rate".
2. The Cooper ISD agrees to promptly deliver to the possession and control of the Delta County Tax Assessor-Collector all records that the Delta County former tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by the Tax Office in its assessment and collection operations.
3. The Cooper ISD retains the right to select its own attorney for collection of delinquent taxes. The Cooper ISD further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid by Cooper ISD. To defray and offset such fees it is expressly agreed hereby that the County will apply the additional penalty authorized by Section 33.07, Property Tax Code,

LL-783

Vernon's Tax Code Title1, as amended and further agreed that the governing body of Cooper ISD will enact in a timely fashion all resolutions necessary to allow the application of such penalty.

4. Cooper ISD agrees as a part of its quarterly payment contribution to, and annual audit of Delta County Tax Office expenditures and of taxes collected each year as provided by this agreement.
5. The Delta County Tax Assessor-Collector agrees to make payment of taxes collected to the Cooper ISD by check drawn on the District's designated depository. Such payment shall be made on a daily basis from October 1 thru January 31; then on a weekly basis from February 1 to September 20. A report of the tax monies will be completed to show the distribution of monies collected. This report will be forwarded with each payment.
6. The Delta County Tax Assessor-Collector shall submit all refunded requests received and authorized under the provisions of Section 31.11 Property Tax Code, or refund order under the provision of Section 42.43 Property Tax Code to the Cooper ISD for reimbursement to the taxpayers. The Delta County Tax Assessor-Collector shall submit all pertinent and available information to the Cooper ISD with each request.
7. Delta County expressly agrees that the Tax Assessor-Collector, and the Chief Deputy, if deemed necessary by said collector, shall remain at all times registered and shall become certified by the terms and provisions of the Property Tax Code.
8. In the event this agreement is terminated, Delta County agrees to provide the Cooper ISD with copies of all records related to the assessment and collection of its taxes including but not limited to copies of the Cooper ISD current and delinquent tax rolls. The Cooper ISD agrees to pay the actual cost of producing such records.

LL-784

**PAYMENT FOR SERVICES**

The Cooper ISD shall reimburse Delta County for the actual costs of providing these services under this contract.

For the 2020 tax year, the Cooper ISD shall pay to Delta County the sum of \$14,862.23 for services provided hereunder. For the 2020 tax year and each year thereafter that this agreement shall remain in effect the Tax Assessor-Collector shall prepare before October 1, of the preceding year, a budget for assessment and collection operation. The Cooper ISD agrees to pay Delta County for services rendered hereunder a percentage of the total amount budgeted by the District for such service determined by the total amount of property tax account levied by Cooper ISD in the tax year for which the budget is prepared, compared to the total amount of property taxes levied by all the taxing units for which Delta County assess and collects taxes for that year. The budget prepared by the Delta County Tax Assessor-Collector for such services shall be in effect for the following calendar year. Cooper ISD shall make payments due hereunder in quarterly installments due on or before that first day of each quarter.

In addition to the payments required above, the Cooper ISD expressly agrees to pay the cost of reprocessing and mailing of tax notices if the Cooper ISD incurs a rollback or other notification of their tax rate as provided in Sections 26.07 and 26.08 of the Property Tax Code or any further amendments thereto.

Furthermore, the Cooper ISD expressly recognizes that the Tax Assessor-Collector intends to assess and collect taxes for itself and other taxing units using consolidated tax statements. As a result, the timely adoption of a tax rate by the Cooper ISD is a prerequisite to the provision on services hereunder. If, in the determination of Delta County, the Cooper ISD has caused an unreasonable delay in the preparation of consolidated tax statements through its failure to timely adopt a tax rate, Delta County may at its discretion exercise the option of preparing and mailing separate tax statements for the Cooper ISD. Such an option shall not be exercised unless the Cooper ISD has failed to adopt the tax rate by October 15<sup>th</sup> of the tax years



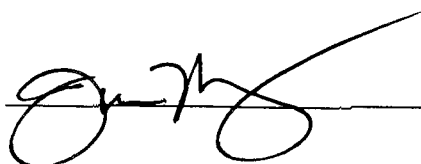
LL-785

in question. If such an option is exercised by Delta County, the City of Cooper expressly agrees to pay the actual cost incurred by Delta County in preparing and mailing separate tax statements.

### DEFINITIONS

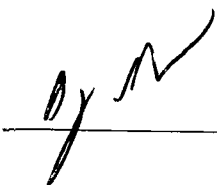
1. For the purpose of this agreement, the terms "assessment" and "collection" shall include the following: calculation of tax, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current and delinquent taxes, and calculation of an effective tax rate require by Section 26.04 of the Property Tax Code.
2. For the purpose of the agreement the term "parcel" shall mean each item of property which required the preparation of a separate tax statement.

LL-786

, Jason Murray, County Judge

, Eris Lair, Commissioner Pct. 1

, Jimmy Sweat, Commissioner Pct. 2

, Bobby Asbill, Commissioner Pct. 3

, Mark Brantley, Commissioner Pct. 4

LL-787

Governing Body of Taxing entity served by Delta County Tax Assessor-Collector

 \_\_\_\_\_, President

 \_\_\_\_\_, Secretary

LL-788

ACCOUNT #	ACCOUNT NAME	REQUESTED	APPROVED	2020 BUDGET	[**** ACTUAL ****]		2019 ACTUAL	2018 ACTUAL
		2021 BUDGET	2021 BUDGET		2020 Y-T-D	PERCENT		
2021 010-500-000	TAX ASSESSOR COLLECTIONS			.00	.00	.00	.00	.00
2021 010-500-103	RECORD COLLECTION SALARY	31,489.12		27,091.08	17,608.96	65.00	26,302.12	25,536.16
2021 010-500-113	SALARY/CLERK	1,950.00		1,950.00	1,725.00	88.46	1,950.00	1,950.00
2021 010-500-150	LONGEVITY PAY			1,275.00	138.48	10.86	.00	.00
2021 010-500-201	PAYROLL TAXES	2,558.09		2,319.18	1,489.77	64.24	2,161.38	2,102.62
2021 010-500-203	RETIREMENT	2,230.39		2,022.08	1,298.77	64.23	1,884.48	1,833.26
2021 010-500-204	WORKERS COMP	371.92		371.92	329.42	88.57	570.70	390.64
2021 010-500-206	UNEMPLOYMENT	43.47		69.73	27.42	39.32	77.44	166.14
2021 010-500-207	DEATH BENEFIT	193.94		160.68	106.64	66.37	150.81	164.43
2021 010-500-310	OPERATING SUPPLIES	100.00		100.00	.00	.00	.00	.00
2021 010-500-352	REPAIRS			.00	.00	.00	.00	.00
2021 010-500-401	AUDIT			2,000.00	.00	.00	.00	.00
2021 010-500-427	EDUCATION/TRAVEL			600.00	.00	.00	1,125.00	.00
2021 010-500-570	CAPITAL INVESTMENTS			200.00	.00	.00	.00	1,104.81
2021 010-500-998	TOTAL TAX ASSESSOR COLLEC			38,159.67	22,724.46	59.55	34,221.93	33,248.06

38,936.93

LL-789

2020 Tax Year \$ 38,936.93

Parcel Count

- 1644 City of Cooper
- 192 City of Pecan Gap
- 5483 Cooper ISD
- 6372 Delta MUD
- 674 Fannindel ISD

14365

2020 Budget - \$

City of Cooper	11.47	=	4466.00
City of Pecan Gap	1.32	=	513.96
Cooper ISD	38.17	=	14,862.22
Delta MUD	44.36	=	17,272.42
Fannindel ISD	4.68	=	1822.25
	<u>100.00</u>		<u>38936.93</u>

City of Cooper	2 pmts @	1116.51	+ 2 @	1116.5
City of Pecan Gap	4 @	128.48		
Cooper ISD	3 @	3715.56	1 @	3715.55
Delta MUD	3 @	4318.11	1 @	4318.10
Fannindel ISD	3 @	455.56	1 @	455.57

LL-790

FILED FOR RECORD  
AT 9:17A M

SEP 28 2020

## RESOLUTION OF THE COURT

Jane Jones, County Clerk  
DELTA COUNTY, TEXAS

*Trace Cobb*

A Resolution of the Commissioners Court of Delta County, Texas Electing to Abandon a County Road Pursuant to Chapter 251.058 of the Texas Transportation Code

**RESOLUTION WHEREAS**, came to be heard the request of Snowden Ranch North, LLC and Randy Wicks for Delta County to formally abandon a County Road located between their properties located on FM 895, said County Road beginning at coordinates 33.405914, -95.458969 and continuing approximately 3,800 feet to the North until ending at coordinates 33.416272, -95.458690, as further depicted in the map attached hereto as Exhibit A; and

**WHEREAS**, the Court finds that Chapter 251.058 of the Texas Transportation Code enables Counties to close, abandon, or vacate public roads and that title to a public road or portion of a public road that is closed, abandoned, and vacated to the center line of the road vests on the date the order is signed by the County Judge in the owners of the properties that abut the portion of the road being closed, abandoned, and vacated, and

**WHEREAS**, the Court finds that Chapter 251.058 of the Texas Transportation Code requires that an Order be filed in the deed records of Delta County to serve as the official instrument of conveyance from Delta County to the Owners of the abutting property, and that the Order shall include the name of each property owner who receives a conveyance, the dimensions of the property being conveyed to each property owner; and that the Order is to be indexed in the deed records of Delta County in a manner that describes Delta County as Grantor and the abutting property owners as Grantees; and

**WHEREAS**, the Court wishes to proceed with the formal abandonment and Closure of the County Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF DELTA COUNTY, TEXAS:**

PART 1: Pursuant to Chapter 251.058 of the Texas Transportation Code, The County of Delta hereby elects to abandon and close the County Road located on FM 895, beginning at coordinates 33.405914, -95.458969 and continuing approximately 3,800 feet to the North until ending at coordinates 33.416272, -95.458690 further depicted in the map attached hereto as Exhibit A.

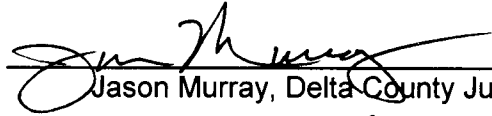
PART 2: The County of Delta hereby Grants to Grantee Snowden Ranch North LLC, without Reservation, the 40 feet of Real Property that abuts the County Road to the East along the entire 3,800 foot length of the County Road.

LL-791

PART 3: The County of Delta hereby Grants to Grantee Randy Wicks, without Reservation, the 40 feet of Real Property that abuts the County Road to the West along the entire 3,800 foot length of the County Road


PART 4: That this Resolution shall be effective immediately from and after its passage.

**APPROVED AND ADOPTED** by the Delta County Commissioners Court on this this the 28<sup>th</sup> day of September, 2020

  
\_\_\_\_\_  
Jason Murray, Delta County Judge

  
\_\_\_\_\_  
Eric Lair, Commissioner Precinct 1

  
\_\_\_\_\_  
Jimmy Sweat, Commissioner Precinct 2

  
\_\_\_\_\_  
Bobby Asbill, Commissioner Precinct 3

  
\_\_\_\_\_  
Mark Brantley, Commissioner Precinct 4

LL-792

County Road 1285

A-406

4812

9829

9373

4812





LL-793

**Marshall Lynch**  
Delta County Constable Pct.5

09/18/2020

Agenda: Constable Budget Line Item Transfer

Requesting the following line item amounts transferred to Capital Investments for the purchase of vehicle equipment required for the transition to Crimes Software.

- 1) \$1939.39 from Gas and Oil
- 2) \$500.00 from Education and Travel
- 3) \$40.00 from Dues and Subscriptions
- 4) \$1408.80 from Vehicle Repairs
- 5) \$858.98 from Equipment

Total Amount to Transfer: \$4747.17

Please see attached quote of equipment to be installed.

Thank You,

Constable Marshall Lynch

Jan Murray  
P/N  
Mark Brantley  
Jimmy Sweet  
Eric Pavi

**DELTA COUNTY TREASURER**

200 W. DALLAS AVE.  
COOPER, TEXAS 75432

GENERAL FUND  
VOID AFTER 90 DAYS

FIRST NATIONAL BANK  
IN COOPER  
COOPER, TEXAS  
88-532/1119

021926

021926

*LL-794*

09/28/2020

\$27,492.00

DATE

AMOUNT

TWENTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-TWO DOLLARS AND NO CENTS

**DELTA COUNTY GENERAL FUND**

COUNTY TREASURER

PAY  
TO THE  
ORDER  
OF: 1720

GRAPEVINE DCJ  
2601 WILLIAM D TATE AVE  
GRAPEVINE TX 76051

*[Signature]*  
AUTHORIZED SIGNATURE



⑈021926⑈ ⑆111905324⑆ 00 0032 3⑈

021926

**DELTA COUNTY TREASURER-GENERAL FUND**

09/28/2020

021926

GENERAL FUND	010-321-900	OTHER INC.-INS PURCHAS	1720SEPT20	22,663.50
GENERAL FUND	010 560 570	OTHER INC.-INS PURCHAS	1720SEPT20	4,828.50

9421

**DELTA COUNTY TREASURER-GENERAL FUND**

021926

*[Signature]*  
*Mark Beatty*

LL- 795

# Invoice

Delta County  
Invoice # 284971

09/21/2020

1. 2020 Dodge Charger V8 All Wheel Drive

\$27,492.00

Total:

\$27,492.00

Please remit to:  
Grapevine DCJ, LLC  
2601 William Tate  
Grapevine, TX 76051  
attn: Dennis Thomas

Thank you for your business!

LL-796

New car	27,492	-	
Insurance	<del>21750</del>	<del>21500</del>	22663.50
Capital Line Item	<del>5742</del>	<del>5992</del>	4828.50

11-797

**PRODUCT PRICING SUMMARY BASED ON CONTRACT**  
**BUYBOARD #601-19**  
**Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051**

End Use: DELTA COUNTY  
 Contact: RICKY SMITH  
 Phone/Email: SHERIFF@DELTACOUNTYTX.COM  
 Product Description: 2020 CHARGER POLICE V8 AWD

Rep: Dennis Thomas  
 Phone: 817-410-7541  
 Email: dthomas@grapevinedcj.com  
 Date: 09/10/2020

A. Bid Series: CHARGER POLICE

A. Base Price: 21,733

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
LDEE48	AWD CHARGER POLICE	4685	29A	5.7L HEMI V8	INCL
PW7	WHITE	NC	X5X9	CLOTH FRONT/VINYL REAR	116
CW6	DEACTIVATE REAR DOORS	73	LNF/LNX	LED SPOTLAMP	349
GXF	KEYED ALIKE 8 KEYS	136			
Total of B. Published Options:					5359

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: \_\_\_\_\_ miles

K. Subtotal:

L. Quantity Ordered \_\_\_\_\_ x K =

M. Trade in: \_\_\_\_\_

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$
\$
\$
\$
\$
FOB GRAPEVINE
\$27,092
\$
\$400.00
\$27,492

LL-798

THIS IS TO CERTIFY THAT I, JANE JONES, COUNTY CLERK DO HEREBY CERTIFY TO THE CORRECTNESS OF THE MINUTES OF September 28, <sup>2020</sup>~~2019~~ ON THIS THE 9<sup>th</sup> DAY OF November, <sup>2020</sup>~~2019~~.

Jane Murray  
JUDGE MURRAY

Eric Bai  
COMMISSIONER #1

Jimmy Sweet  
COMMISSIONER #2

BJM  
COMMISSIONER #3

Mark Beantley  
COMMISSIONER #4

Jane Jones  
JANE JONES

CLERK

Grace Crabb Deputy

