

COMMISSIONERS COURT MINUTES, REGULAR SESSION, SEPTEMBER 9, 2024

The Terrell County Commissioners Court met on Monday, the 9th day of September 2024, at 9:00 A.M. in the commissioner’s courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were timely posted at a site readily accessible to the general public at all times. They remained posted for at least seventy-two hours preceding the scheduled time of this meeting, in compliance with the Open Meetings Act.

The Hon. Dale Carruthers, County Judge, called the meeting to order. The following members of this Court and Officers of the County were present:

Hon. Adam Johnson	Commissioner Pct. 1
Hon. Lupe Garza	Commissioner Pct. 2
Hon. Arnulfo Serna	Commissioner Pct. 3
Hon. Gene Chavez	Commissioner Pct. 4

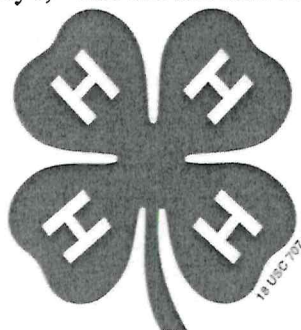
Hon. Raeline Thompson	County and District Clerk
Hon. Pamela Blaylock	County Treasurer
Hon. Kenneth Bellah	County Attorney
Deputy Rodolfo Chuey	County Sheriff
Carl Esser	Esser & Company Consulting, LLC

Commissioner Johnson gave the Invocation and led the commissioner’s court in the Pledge of Allegiance to the United States flag, followed by the Pledge of Allegiance to the Republic of Texas Flag.

Public Comments on Agenda Items – None.

Minutes from previous meetings – Commissioner Johnson motioned to approve the minutes for July 8, 2024, Budget Workshop, August 12, 2024, Regular Session, August 26, 2024, Budget Workshop, and August 30, 2024, Special Session. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

National 4-H Week – Abygail Blaylock and Kaleb Thayer spoke about how 4-H has taught them Leadership, 4-H Congress, Public Speaking, and life lessons. Commissioner Serna motioned to designate October 6th – 12th, 2024 as National 4-H Week in Texas. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.—



**Beyond
Ready**

2024 National 4-H Week Proclamation

WHEREAS, The Terrell County Commissioners Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

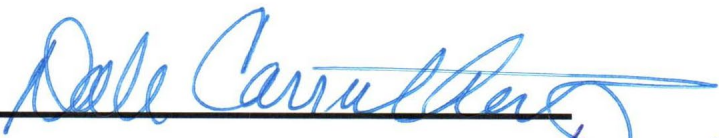
WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and


WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

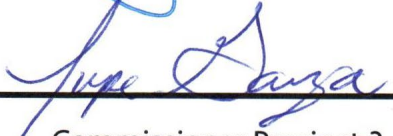
RESOLVED, The Terrell County Commissioners Court, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.



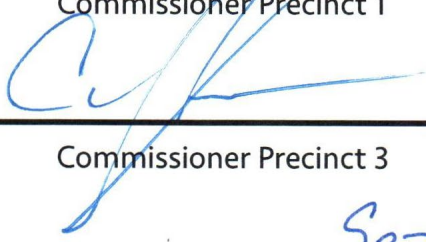
County Judge




Commissioner Precinct 1



Commissioner Precinct 2



Commissioner Precinct 3



Commissioner Precinct 4

September 9, 2024

Date

Bids for Terrell County Senior Citizen Center CDBG CV 23-0095 – No Action.

Contract Bid Award Terrell County Senior Citizen Center CDBG CDV 23-0095 – No Action.

Final Public Hearing for CFC 22-0099 CDBG CDV 23-0095 Waterline Replacement Project –
Commissioner Serna motioned to schedule the final public hearing for the waterline replacement project CFC 22-0099 on September 16, 2024, at 5:15 p.m. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

TERRELL COUNTY CDBG CONTRACT NO. CFC 22-0099
NOTICE OF FINAL PUBLIC HEARING

Terrell County has completed their Texas Community Development Program TxCDBG Contract No. CFC 22-0099 which was funded from the Texas Department of Agriculture. This contract in the amount of \$1,000,000.00 provided for 11,660 I. ft. of six-inch waterline, 80 I. ft of twelve-inch steel encasement pipe, three uncased slick bores, and five thousand two hundred sixty square feet of caliche aggregate for Sanderson. Additionally, the TCWCID No.1 contributed a \$20,000.00 cash match toward the Engineering Fees for this project. A final public hearing to review and comment on the program performance including the actual use of funds for CDBG CFC 22-0099 will be held, beginning at 5:15 p.m. September 16, 2024, at the Terrell County Courthouse, 105 E. Hackberry Street Sanderson, Texas 79848. All citizens and interested groups are invited to attend and comment on this matter. Those persons unable to attend the final public hearing may submit their views and comments to Dale Carruthers Terrell County Judge, from 8:00 a.m. to 5:00 p.m., Monday through Friday or mail them to Dale Carruthers Terrell County Judge 105 E. Hackberry Street Sanderson, Texas 79848. Accommodations are available for handicapped persons and an interpreter will be provided should one be required for non-English speaking persons by contacting (425) 345-2421 at least three days prior to the final public hearing.

CONTRATO CDBG DEL CONDADO DE TERRELL NO. CFC 22-0099 AVISO DE AUDIENCIA PUBLICA FINAL

El Condado de Terrell ha completado su Programa de Desarrollo Comunitario de Texas Contrato TxCDBG No. CFC 22-0099 que fue financiado por el Departamento de Agricultura de Texas. Este contrato, por un monto de \$1,000,000.00, estipulaba 11,660

I. pies de línea de flotación de seis pulgadas, 80 I. pies de tubería de acero de doce pulgadas, tres perforaciones resbaladizas sin revestimiento y cinco mil doscientos sesenta pies cuadrados de agregado de caliche para Sanderson. Además, el TCWCID No.1 contribuyó con una contrapartida en efectivo de \$ 20,000.00 para los honorarios de ingeniería de este proyecto. A partir de las 5:15 p.m. se llevara a cabo una audiencia pública final para revisar y comentar sobre el desempeño del programa, incluido el uso real de los fondos para CDBG CFC 22-0099. 16 de septiembre de 2024 en el Palacio de Justicia del Condado de Terrell, 105 E. Hackberry Street Sanderson, Texas 79848. Todos los ciudadanos y grupos interesados están invitados a asistir y comentar sobre este asunto. Aquellas personas que no puedan asistir a la audiencia pública final pueden enviar sus opiniones y comentarios al Juez del Condado de Dale Carruthers Terrell, de 8:00 a.m. a 5:00 p.m., de lunes a viernes, o enviarlos por correo a Dale Carruthers, Juez del Condado de Terrell, 105 E. Hackberry Street, Sanderson, Texas 79848. Hay adaptaciones disponibles para personas discapacitadas y se proporcionará un intérprete en caso de que sea necesario para las personas que no hablan inglés comunicándose al (425) 345-2421 al menos tres días antes de la audiencia pública final.

Final Public Hearing for Community Resiliency Program Ambulance Project – Commissioner Serna motioned to schedule the final public hearing for the Community Resiliency Program Ambulance Project on September 16, 2024, at 5:30 p.m. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**TERRELL COUNTY CDBG CONTRACT NO. 70800001011
NOTICE OF FINAL PUBLIC HEARING**

Terrell County has completed their Texas Department of Housing & Community Affairs Community Development Block Grant Community Resiliency Program CDBG Contract No. 70800001011 which was funded from the Texas Department of Housing and Community Affairs. This contract in the amount of \$351,000.00 provided for a new Ambulance for the Terrell County EMS. The ambulance was delivered to Terrell County on August 14, 2024, and is in service for Terrell County EMS. A final public hearing to review and comment on the program performance including the actual use of funds for CDBG Contract No. 70800001011 will be held, beginning at 5:30 p.m. September 16, 2024, at the Terrell County Courthouse, 105 E. Hackberry Street Sanderson, Texas 79848. All citizens and interested groups are invited to attend and comment on this matter. Those persons unable to attend the final public hearing may submit their views and comments to Dale Carruthers Terrell County Judge, from 8:00 a.m. to 5:00 p.m., Monday through Friday or mail them to Dale Carruthers Terrell County Judge 105 E. Hackberry Street Sanderson, Texas 79848. Accommodations are available for handicapped persons and an interpreter will be provided should one be required for non-- English-speaking persons by contacting (425) 345-2421 at least three days prior to the final public hearing.

CONTRATO CDBG DEL CONDADO DE TERRELL NO. 70800001011 AVISO DE AUDIENCIA PUBLICA FINAL

El Condado de Terrell ha completado su Contrato CDBG No. 70800001011 del Programa de Resiliencia Comunitaria del Departamento de Vivienda y Asuntos Comunitarios de Texas, que fue financiado por el Departamento de Vivienda y Asuntos Comunitarios de Texas. Este contrato por la cantidad de \$ 351,000.00 proporcionó una nueva ambulancia para el EMS del condado de Terrell. La ambulancia fue entregada en el condado de Terrell el 14 de agosto de 2024 y está en servicio para el EMS del condado de Terrell. A partir de las 5:30 p.m. se llevará a cabo una audiencia pública final para revisar y comentar sobre el desempeño del programa, incluido el uso real de los fondos para el Contrato No. 70800001011 de CDBG. 16 de septiembre de 2024 en el Palacio de Justicia del Condado de Terrell, 105 E. Hackberry Street Sanderson, Texas 79848. Todos los ciudadanos y grupos interesados están invitados a asistir y comentar sobre este asunto. Aquellas personas que no puedan asistir a la audiencia pública final pueden enviar sus opiniones y comentarios al Juez del Condado de Dale Carruthers Terrell, de 8:00 a.m. a 5:00 p.m., de lunes a viernes, o enviarlos por correo a Dale Carruthers, Juez del Condado de Terrell, 105 E. Hackberry Street, Sanderson, Texas 79848. Hay adaptaciones disponibles para personas discapacitadas y se proporcionará un intérprete en caso de que sea necesario para las personas que no hablan inglés comunicándose al (425) 345-2421 al menos tres días antes de la audiencia pública final.

Change Name on Signature Cards for the Sheriff Office’s Bank Assets Accounts; Forfeiture, Towing & Storage, and Comptroller Education – Commissioner Serna motioned to accept removing Minerva

Gonzalez’s name and adding Rosamaria Fuentes on the signature card for the Sheriff office’s Bank Assets Accounts; Forfeiture, Towing & Storage, and Comptroller Education. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Order the General Election to be held on November 5, 2024 – Commissioner Serna motioned to order the General Election to be held on November 5, 2024. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Appoint Election Judges and Alternates, Early Voting Ballot Board Judges, and Central Counting Station Manager for the November 5, 2024, General Election - Commissioner Serna motioned to appoint Election Judges and Alternates, Early Voting Ballot Board Judges, and Central Counting Station Manager for the November 5, 2024, General Election. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

iDocket’s Onyx Cloud System - Commissioner Serna motioned to approve the purchase of iDocket’s Onyx Cloud System in the yearly amount of \$9,000.00. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

TCDRS Rate for Employer Portion – Commissioner Serna motioned to keep the TCDRS Rate for Employer Portion at 4.35%. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Elected Officials and Precinct Officers set salary, expenses, and other allowances for October 1, 2024, and ending September 30, 2025 - Commissioner Johnson motioned to approve setting the salary, expenses and other allowances for the Elected Officials and Precinct Officers starting October 1, 2024, and ending September 30, 2025. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Order Adopting the Terrell County Budget – Commissioner Serna motioned to order the adopting of the Terrell County Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Adopt of Maintenance and Operation Tax rate of \$.80 and Interest and Sinking (Debt Services) Tax Rate of 0 for a total Tax Rate of \$.80/\$100 of taxable value for the year 2024.

Commissioner Johnson motioned the property tax rate of \$.80/100, which is effectively a .80 increase in the tax rate. Commissioner Precinct 1 what say you? Commissioner Johnson voted “aye.” Commissioner Precinct 2 what say you? Commissioner Garza voted “aye.” Commissioner Precinct 3 what say you? Commissioner Serna voted “aye.” Commissioner Precinct 4 what say you? Commissioner Chavez voted “aye.” Hon. Judge Carruthers, what say you? Hon. Carruthers voted “aye.” Therefore being 5 “ayes” and 0 “nays” motion carried.

Termination of Pitney Bowes – No Action.

New Postage Equipment – No Action.

Otis Elevator’s Proposal – Commissioner Serna motioned to approve the Otis Elevator’s Proposal of \$2,124.99 for the Annual Pressure Relief Valve No Load Test to pass Inspection. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Otis Service and Repair Order

9/5/2024

CUSTOMER NAME
Terrell County Courthouse
105 East Hackberry
Sanderson, TX 79848

OTIS ELEVATOR COMPANY
1308 S. Midkiff #221, B#9
MIDLAND, TX 79701

OTIS CONTACT
Turner Bickford
Phone: (469) 491-7071
Email: Turner.Bickford@otis.com

PROJECT LOCATION

Terrell County Courthouse
P.O. BOX 4810
SANDERSON, TX 79848-4810

PROPOSAL NUMBER

QTE-001997644

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
H14176	only

SCOPE OF WORK

QEI INSPECTION- TEXAS

We will arrange for the performance of the annual QEI State Inspection and on your elevator(s) at the above-referenced building. A QEI Certified State Inspector will perform the inspection. We will be responsible for the coordination of the inspection, notification to the State of the inspection, transportation, scheduling, handling, and processing of the associated paperwork except as provided below. Following the inspection, you will receive the certificate of inspection for each elevator. We will also provide you with proposals for work required, if any, to correct any deficiencies/violations noted on the certificate of inspection. In the event that some or all required work is covered under the terms of your current contract, we will supply you with a letter detailing the work to be performed.

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver as of the date of this contract. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 30 days of the date of inspection.

You hereby acknowledge that by this proposal Otis may subcontract certain of its duties under its current contract including the duty to perform an annual pressure relief valve test/no load test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis. Failure of Otis to perform the delegated duties itself shall not constitute a breach of your current contract.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$2,124.99

Two thousand one hundred twenty-four and 99/100 dollars

This price is based on a **one hundred** percent (**100%**) **downpayment** in the amount of \$2,124.99.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: CARL C TABOR

TITLE: Mechanic

Accepted in Duplicate



Date: 9-9-2024

Date: _____

Signed: Dale Carruthers

Signed: _____

Print Name: Dale Carruthers

Print Name: Austin Beck

Title: County Judge

Title: Manager & GM - Fort Worth

Email: dale.carruthers@co.terrell.tx.us

Email: _____

Company Name: Terrell County Courthouse

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

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- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

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Contracting and Paying Nancy Henderson through the Venue a salary – No Action.

Designating a Day of the Week for the Commissioner Court to Convene – Commissioner Serna motioned to Order the second Monday of the month for Commissioner Court to Convene for the Year 2024-2025.

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

Terrell County Indigent Healthcare Eligibility Standards for Basic Services – Commissioner Serna motioned to approve the 2025 Terrell County Indigent Healthcare Eligibility Standards for Basic Services. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Terrell County Indigent Health Care Eligibility Standards

September 2024 –During the 2024-25 Fiscal Year, Terrell County, Texas will use the following rules and procedures to comply with its state-mandated responsibility under the Indigent Health Care and Treatment Act. The Indigent Health Care and Treatment Act is an attempt to address the needs of indigent Texas residents who do not qualify for other health care assistance programs.

Eligibility determinations will be based on residency, income, household composition, and resources. Qualified applicant income will not exceed the amount specified on the gross monthly screening table located in the County Indigent Health Care Program Manual at 21% of the Federal Poverty level.

An application form for the program may be obtained at the Terrell County Judge’s Office in the Terrell County Courthouse in Sanderson, Texas. Eligibility determination will be made within 14 (fourteen) business days after the date a completed application and all required documentation is received by Terrell County Indigent Health Care Program in the County Judge’s office.

Terrell County authorizes the County Judge to negotiate rates with pharmacies that may be greater than state guidelines. Otherwise, Terrell County does not authorize any optional services or payments exceeding the minimum requirements set by the Texas Department of State Health Services. Terrell County will use rules and procedures found in the County Indigent Health Care Handbook which is published by the Texas Department of State Health Services. Terrell County Commissioners Court reserves the right to reevaluate the payment method at any time; all parties will be notified if payment method changes.

Terrell County does not discriminate on the basis of age, race, or gender in administering the Indigent Health Care Program. Applicants have the right to appeal adverse decisions regarding eligibility.

Pursuant to Health and Safety Code Section 61.030, Terrell County has designated Sanderson Rural Health Clinic and Pecos County Memorial Hospital as the mandated providers for indigent health care services except under the following circumstances:

1. in an emergency;
2. when medically inappropriate; or
3. when care is not available.

Terrell County has no financial responsibility for non-emergency services rendered to eligible residents by non-mandated providers.

Pursuant to Health and Safety Code Section 61.203, this notice will be posted on co.terrell.tx.us web-site and will be posted at a public posting area at the Courthouse.

CONTACT INFORMATION:

Mailing Address: Terrell County Indigent Health Care Program
Terrell County Judge’s Office
P.O. Box 4810, Sanderson, TX 79848

Physical Address: Terrell County Courthouse
County Judge’s Office, Second Floor
105 E. Hackberry St., Sanderson, TX 79848

Phone: 432-345-2421

Holiday Schedule for 2025 – Commissioner Serna motioned to approve the Holiday Schedule for the year 2025. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

ADAM JOHNSON
Commissioner, Pct. 1
 Lupe Garza
Commissioner, Pct. 2



ARNULFO SERNA
Commissioner, Pct. 3
 Gene Chavez
Commissioner, Pct. 4

P.O. Box 4810
 Sanderson, Texas 79848

DALE CARRUTHERS
Terrell County Judge

Phone: 432-345-2421
 FAX: 432-345-2653

2025 County Holidays
 for
 Terrell County, Texas

January 1, 2025	Wednesday	New Year's Day
January 20, 2025	Monday	Martin Luther King
February 17, 2025	Monday	President's Day
April 18, 2025	Friday	Good Friday
May 26, 2025	Monday	Memorial Day
June 19, 2025	Thursday	Juneteenth
July 4, 2025	Friday	Independence Day
September 1, 2025	Monday	Labor Day
October 13, 2025	Monday	Columbus Day
Nov. 11, 2025	Tuesday	Veteran's Day
Nov. 26, 27, 28, 2025	Wed., Thurs., Friday	Thanksgiving Holidays
Dec. 24, 25, 26, 2025	Wed., Thurs., Friday	Christmas Holidays

Approved in Commissioners' Court Regular Session on Sept. 9th, 2024
 If a Holiday falls on a Commissioners Court Regular Session, Court will be held
 the falling day on Tuesday.

List of Bills, Ratify Bills, and Other Bills – Commissioner Johnson motioned to approve the list of bills, ratify bills, and other bills. Commissioner Serna abstained. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

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

Amendments and Transfers – None. No Action.

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

Sheriff's Department	Verbal Rosamaria
Animal Control	Verbal Mark
Justice of the Peace	August (Both)
County & District Clerk	August
EMS	Verbal Juliana
Road & Bridge	Verbal Fabian
Senior Citizens Transportation	August
AgriLife Extension	Verbal - Alexandra
Museum & Historical Commission	Verbal - Adam

Terrell County Library	August
Visitor Center	August
Sanitation	August
Clinic Report	August
Volunteer Fire Department	August
Airport Report	August
Food Pantry	August

Terrell County Treasurers's Office Report

Accounts:

		Interest Earned
General Fund	\$47,507.31	\$382.24
Outstanding checks not yet cashed	\$38,662.47	
Lonestar Investments	\$366,832	\$3,415.29
County CD	\$62,926	\$228.69
TexPool	\$974.51	\$4.34
total for all county General Fund money	\$439,578.13	total interest \$3,801.87

Grants:

	Bills To be Paid outstanding	Money received
OLS	\$30,804.76	46,669.89
OPSG		15,316.11
LBSP		

Ratified:

Reliant	\$5,469.36	
Water	\$0.00	have not received
Quarles	\$8,541.36	
CitiBank	\$7,219.79	
Verzion	\$286.30	
Big Bend Telephone	\$2,667.67	
W&W Trucking	\$18,017.00	
Lone Star Copiers	\$230.50	
Dial Tone	\$0.00	have not received

Home Depot

Bills for Court \$25,138.95

Total for bills and Ratifieds **\$67,570.93**

Payroll for August

Both payrolls	\$110,020.19
Both IRS	\$36,431.85
TCDRS	\$13,246.42
Total for the month	\$159,698.46

SB 22

Sheriff's Department	\$30,433.20
Prosecution	\$93,476.40
Total left	\$123,909.60

Adjourn - Commissioner Serna motioned to adjourn. Commissioner Johnson seconded the motion calling for a vote; all members answered "aye," and the motion carried.

/s/ Raeline Thompson

Raeline Thompson, County Clerk, and Ex-officio Clerk
Terrell County Commissioners Court

ORDER TO APPROVE MINUTES OF REGULAR SESSION

The above and preceding minutes of the meeting held on September 9th, 2024, are now approved (as amended this _____ day of _____ 2024) as presented IN OPEN COURT this 14th day of October, AD, 2024.

_____ **Presiding Officer**

Attest: _____ **County Clerk**