

COMMISSIONERS COURT MINUTES, REGULAR SESSION, DECEMBER 9, 2024

The Terrell County Commissioners Court met on Monday, the 9th day of December 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 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
Absent	Commissioner Pct. 3
Absent	Commissioner Pct. 4

Hon. Raeline Thompson	County and District Clerk
Hon. Pamela Blaylock	County Treasurer
Hon. Kenneth Bellah	County Attorney
Deputy Manuel Jimenez	County Sheriff

Commissioner Garza 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.

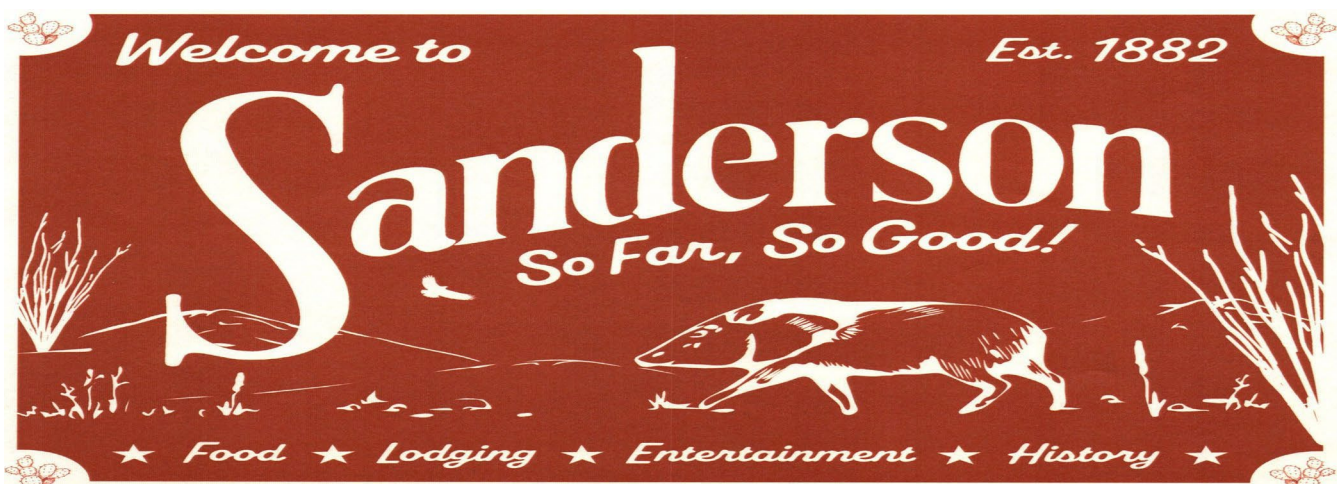
Public Comments on Agenda Items – None.

Minutes from previous meetings—Commissioner Johnson motioned to approve the minutes from the September 23, 2024, Special Session; October 14, 2024, Regular Session; October 18, 2024, Special Session; and November 12, 2024, Regular Session. Commissioner Garza seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Presentation by Business Owners on Mixed Beverages – Mr. Nick Ryza and Dick Lunquist spoke on how the sales of Mixed Beverages will help the County.

Ordering Special Election on May 3, 2025, for Legal Sale of all Alcoholic Beverages, including Mixed Beverages – Commissioner Johnson motioned to Order a Special Election on May 3, 2025, for Legal Sale of all Alcoholic Beverages, including Mixed Beverages. Commissioner Garza seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Artwork for Billboard at Entrances to Sanderson – Commissioner Johnson motioned to approve the artwork from Kierstan Pratt for the Billboards at the entrances to Sanderson. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



Otis Elevator's Repair Order to replace Flexible Hydraulic Hose – Commissioner Johnson motioned to approve the Otis Elevator's Repair Order to replace Flexible Hose in the amount \$13,287.97 from the line item

030-720-336. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Otis Service and Repair Order

11/21/2024

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-002053159

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

Unit	Customer Designation
H14176	Only

SCOPE OF WORK

FLEX HOSE TO HARD PIPE RETROFIT

- Evacuate oil reservoir so minimal oil will be lost while replacing the hose
- Remove existing outdated flexible oil line (hose)
- Install new hard pipe with the proper rating to meet code requirements
- Replenish hydraulic oil and top off as needed
- Clean area and return elevator to service

Note: Once the hose has been replaced with the hard pipe you will no longer need to replace the hose every six years as it will not exist anymore. Hard pipe is the safest and most reliable means to get oil from the oil reservoir to the hydraulic cylinder.

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

\$13,287.97

Thirteen thousand two hundred eighty-seven and 97/100 dollars

This price is based on a **zero percent (0%) downpayment** in the amount of \$0.00.

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.

Accepted in Duplicate

Date: 12-9-24

Date: _____

Signed: Dale Carruthers

Signed: _____

Print Name: Dale Carruthers

Print Name: Austin Beck

Title: County Judge

Title: Manager & GM - Fort Worth

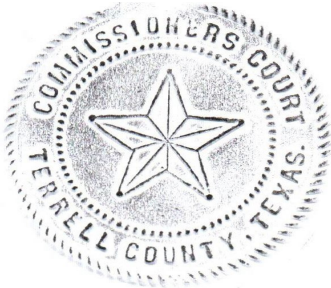
Email: dale.carruthers@co.terrell.tx.us

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 percent (0.0%) 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. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price - which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.

11. 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 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.
12. 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.
 13. 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.
 14. 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.
 15. 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.
 16. 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.
 17. 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.

Paying District 6 TCAA dues for AgriLife Extension Agent Alejandra Saddleback – Commissioner Johnson motioned to pay the District 6 TCAA dues for the AgriLife Extension Agent Alejandra Saddleback

in the amount of \$150.00. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Using the \$8,869.20 Check from Monahans Iron and Metal to Purchase a generator for the Terrell County Food Bank/Senior Citizen Center/Emergency Evacuation Center – No Action.

Designate two days out of the year as “No Charge” for the Landfill for Terrell County Local Residents – Commissioner Johnson motioned to approve designating two days out of the year as “No Charge” for the Landfill for Terrell County Local Residents and approved the days of April 5th and September 6th for the year 2025. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Paying Road and Bridge compensatory time for the hours, not to exceed 80 hours, worked on the tornado debris – No Action.

Order Terrell County Burn Ban effective December 9, 2024 – Commissioner Johnson motioned to approve the order for the Terrell County Burn Ban effective December 9, 2024. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

ORDER PROHIBITING OUTDOOR BURNING


WHEREAS, the Commissioners Court finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Terrell County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier by the County Judge based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

Adopted this 9th day of December, 2024 by a vote of 3 ayes and 0 nays.



COUNTY JUDGE

Attest: 

CLERK

DEPUTY CLERK



Ordinance to Prohibit Sales or use of restricted fireworks in Terrell County from December 20, 2024, through midnight, January 1, 2025 – Commissioner Johnson motioned to approve the ordinance to prohibit sales or use of restricted fireworks in Terrell County from December 20, 2024 through midnight, January 1, 2025. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

STATE OF TEXAS §
 §
COUNTY OF TERRELL §

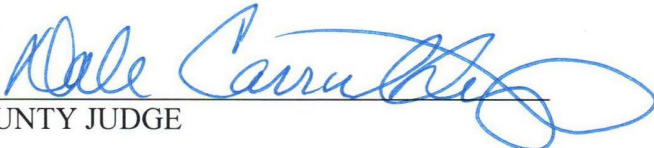
ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF TERRELL COUNTY, TEXAS

WHEREAS, the Commissioners Court of Terrell County has determined that the normal danger of fire in the unincorporated areas of Terrell County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of Terrell County adopts this Order prohibiting the sale and use of restricted fireworks in the unincorporated areas of Terrell County beginning December 20, 2024-Midnight, January 1, 2025.

- A. A person may not sell, detonate, ignite, or in anyway use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part. 173.100(r)(2)(10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of Terrell County.
- B. This order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
- C. A Person commits an offence if the person knowingly or intentionally violates a prohibition established by this order. An offense under this order is a Class C misdemeanor.

APPROVED this the 9th day of December 2024, by the Terrell County Commissioners Court.


COUNTY JUDGE

Attest: 
CLERK



Liability Contribution and Coverage Declarations from the Two Proposals from T.A.C. – Commissioner Johnson motioned to approve the liability contribution and coverage declarations from the two proposals from T.A.C. in the amount of \$40,871.00. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



Liability Contribution & Coverage Declarations - Proposal

Member: Terrell County
Coverage Period: January 13, 2025 through January 13, 2026

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Accident	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$5,081	<input type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
Included Coverage				
Personal Injury Protection	\$5,000	No deductible	Included	
Optional Coverage				
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$430	<input type="checkbox"/>
AUTO LIABILITY CONTRIBUTION			\$5,511	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$1,000	\$16,986	<input type="checkbox"/>
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$1,000		
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$16,986	

GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$0	\$1,406	<input type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
Included Coverage				
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate	\$100,000 \$300,000	\$0	Included	
Crisis Management	\$100,000	\$0	Included	
Employee Benefits Liability	\$500,000	\$1,000	Included	
Garage Keeper's Legal Liability	\$50,000	\$1,000	Included	
GENERAL LIABILITY CONTRIBUTION			\$1,406	

Texas Association of Counties
Risk Management Pool
Nov 14, 2024

Terrell County
Member Number: 2220
Coverage Number: R-CAS-2220-20250113-1

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$1,000	\$4,948	<input type="checkbox"/>
Covered Law Enforcement Departments or Agency					
Terrell County Attorney's Office Terrell County Employees Of The District Attorney's Office Terrell County Juvenile Probation Department Terrell County Sheriff's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION				\$4,948	

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	01/13/2024	\$1,000,000 Annual Aggregate	\$10,000	\$7,500	<input type="checkbox"/>
Included Coverage					
Business Interruption		\$250,000 / \$250,000			
Electronic Equipment and Data Recovery		\$250,000 / \$250,000			
eCrime		\$250,000 / \$250,000			
Extortion		\$25,000 / \$25,000			
Split Retroactive Coverage Dates					
Privacy or Security Event Liability and Expense	01/13/2018	\$2,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	05/01/2015	\$1,000,000 Annual Aggregate			
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				\$7,500	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$1,000	\$4,520	<input type="checkbox"/>
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$4,520	

TOTAL CONTRIBUTIONS	\$40,871
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Texas Association of Counties
Risk Management Pool
Nov 14, 2024

Terrell County
Member Number: 2220
Coverage Number: R-CAS-2220-20250113-1

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Texas Association of Counties
Risk Management Pool
Nov 14, 2024

Terrell County
Member Number: 2220
Coverage Number: R-CAS-2220-20250113-1

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.


Authorized signature

11/14/2024
Date


Signature of County Judge Date
(or presiding official)



Texas Association of Counties
Risk Management Pool
Nov 14, 2024

Terrell County
Member Number: 2220
Coverage Number: R-CAS-2220-20250113-1

Hiring Shelly Cleveland for Seasonal (as needed) tree maintenance in the amount of \$400.00 to be paid out of the Venue – Commissioner Johnson motioned to approve hiring Shelly Cleveland for Seasonal (as needed) tree maintenance in the amount of \$400.00 to be paid out of the Venue. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Executive Session – Commissioners went into Executive Session at 9:30 a.m. and returned to Commissioner Court at 10:21 a.m.

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

Amendments and Transfers – None. No Action.

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

Sheriff’s Department Rosamaria verbal
Treasurer’s Investment Report & Monthly Report As of December 5, 2024

Accounts:	total interest	Interest Earned
General Fund	\$136,018.44	\$56.84
Outstanding checks not yet cashed	\$38,662.47	
Lonestar Investments	\$26,658	
County CD	\$11,257	\$2.19
TexPool		
total for all county General Fund money	\$212,595.91	\$59.03

Grants: Bills To be Paid Money received

OLS
OPSG
LBSP

Ratified:

Reliant	\$4,688.06
Water	\$1,238.77
Quarles	\$5,289.21
CitiBank	\$10,964.06
Verizon	\$446.48
Big Bend Telephone	\$2,900.05
W&W Trucking	\$18,648.00
Lone Star Copiers	
Dial Tone	\$693.96
Home Depot	
Total Ratifies	\$44,868.59
Bills for November	\$25,138.95
Total for bills and Ratifieds	\$70,007.54
Payroll for November	
Both payrolls	\$158,978.21
Both IRS	\$36,686.95
TCDRS	\$13,962.06
Total for the month	\$209,627.22
SB22	
Sheriff's Department	\$222,855.99
Prosecution	\$193,476.40
Total Left	416,332.39

NOVEMBER 2024

Clerk's Office

Payee Name	Amount
County & District Clerks' Association of Texas	\$150.00
Pitney Bowes Global Financial Services LLC.	\$189.00
Election System & Software	\$1,568.04
Fort Stockton Pioneer	\$320.00
Total	\$2,227.04

EMS Department

Payee Name	Amount
Control Temp TX LLC	\$250.00
Total	\$250.00

Road & Bridge Department

Payee Name	Amount
AutoZone	\$906.14
Total	\$906.14

Sheriff's Department	Payee Name	Amount
Sheriff Department	Tactical Gear	\$107.00
OLS Grant	Amazon	\$368.91
Sheriff Department	Tara D. Carey	\$300.00
Sheriff Department	Fort Stockton Body Shop	\$3,617.47
Sheriff Department	Control Temp TX LLC	\$360.00
OLS Grant	Amazon	\$119.45
OLS Grant	Amazon	\$439.99
OLS Grant	Amazon	\$199.95
OLS Grant	Amazon	\$491.96
OLS Grant	Amazon	\$69.24
OLS Grant	CTG Express Lube	\$118.21
	Total	\$6,192.18

Terrell County Courthouse	Payee Name	Amount
Judge's Office	WTCJCA	\$200.00
Judge's Office	Texas Department of Licensing & Regulation	\$20.00
Library	Center Point Large Print	\$46.74
Library	Center Point Large Print	\$46.74
Library	Demco	\$290.88
Library	Friends of the Library	\$143.77
Judge's Office	Texas Association of Counties (CIRA)	\$383.07
Justice of the Peace	Net Data	\$13,525.00
Justice of the Peace	Net Data	\$800.00
Courthouse	Amwins Group Benefits, LLC	\$4,532.28
Senior Citizen Bus	Desert Treads, LLC	\$96.96
Courthouse	Pecos County Memorial Hospital District	\$12,500.00
Courthouse	Texas Association of Counties Risk Mgmt Pool	\$4,461.50
	Total	\$37,046.94

Treasurer's Office	Payee Name	Amount
	Thompson Print & Mailing Solutions	\$20.00

Animal Control	None
Justice of the Peace	November (Both)
County & District Clerk	November
EMS	Verbal from Juliana Pannell on Phone
Road & Bridge	None
Senior Citizens Transportation	November
AgriLife Extension	November
Museum & Historical Commission	November
Terrell County Library	November
Visitor Center	None
Sanitation	November
Clinic Report	November
Volunteer Fire Department	None
Airport Report	None
Food Pantry	November

Adjourn - Commissioner Garza made a motion 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 PUBLIC HEARING

The above and preceding minutes of the meeting held on December 9th, 2024, are now approved (as amended this ____ day of ____ 2024) as presented IN OPEN COURT this 10th day of February AD, 2025.

Wale Carruth Presiding Officer

Attest: Raeline Thompson County Clerk

