

September 22, 2022

AMENDED AGENDA FOR DELTA COUNTY COMMISSIONERS COURT

Meeting time is 9:00 AM, Monday, September 26, 2022 to be held in the District Courtroom 2nd floor of the Delta County Courthouse, 200 West Dallas, Cooper, TX 75432.

Order
Pledge of Allegiance
Invocation
Announcements

FILED FOR RECORD
AT 11:30 A M

SEP 22 2022

AGENDA

Jane Jones, County Clerk
DELTA COUNTY, TEXAS

1. Public participation
2. Discuss and possible action – Approve minutes of September 12, 2022 Commissioners Court – Jane Jones
3. Discuss and possible action – Pay for jury service – Jane Jones
4. Discuss and possible action – Collections Contract for City of Cooper & Cooper ISD – Dawn Stewart
5. Discuss and possible action – Budget line item transfer for Precinct 3 for purchase of motor grader – Debbie Huie
6. Discuss and possible action – Change Retirement Plan options to increase matching contributions from 125% to 200% - Debbie Huie
7. Discuss and possible action – Consider dropping workers comp on Volunteer Fire Fighters – Debbie Huie
8. Discuss and possible action – Consider and/or act upon Sheriff and Constable Fees for 2023, per Sec. 118.131 of the Texas Local Government Code – Tanner Crutcher
9. Discuss and possible action – Consider setting the Commissioners' Court meeting dates and times for FY 2022-2023, per Sec. 81.005 of the Texas Local Government Codes – Tanner Crutcher
10. Discuss and possible action – Consider the acceptance of a FEMA Assistance to Firefighter's Grant (AFG) for fire service radio equipment – Tanner Crutcher
11. Discuss and possible action – Jail Report – Charla Singleton
12. Discuss and possible action – Payment of Bills – Jennifer Houchins

Adjourn

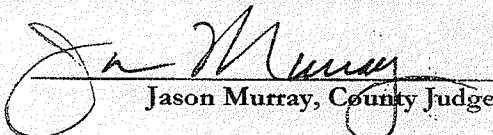
Reminder of Texas Government Code Chapter 551 regarding open meetings that if a member of the public

or of the Board inquires about a subject that is not on the agenda, and for which notice has not been given 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.


ATTEST: Jane Jones, County Clerk




Jason Murray, County Judge

DELTA COUNTY COMMISSIONERS COURT

REGULAR TERM, SEPTEMBER 26, 2022

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

THOSE ATTENDING WERE:

MORGAN BAKER, COM. PREC #1

ANTHONY ROBERTS, 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 COMMISSIONER BRANTLEY.

ANNOUNCEMENTS: JUDGE MURRAY ANNOUNCED THAT COMMISSIONER SWEAT WAS IN THE HOSPITAL AND ASKED FOR EVERYONE'S PRAYERS FOR HEALING.

SHERIFF SINGLETON GAVE AN ESTIMATE TO THE COURT TO FINISH THE WORK ON VEHICLES. THE MONEY IS THERE.

MR. ADAMS ANNOUNCED THAT THE APPELLATE JUDGE WILL BE AT THE CIVIC CENTER AT 5 PM. OCTOBER 1, 2022.

AGENDA

1. PUBLIC PARTICIPATION-NONE
2. .DISCUSS AND POSSIBLE ACTION—APPROVE MINUTES OF SEPTEMBER 12, 2022 COMMISSIONERS COURT-JANE JONES

COMMISSIONER BAKER- I MAKE THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 12, 2022 AS PRESENTED.

COMMISSIONER ROBERTS- SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE MINUTES OF SEPTEMBER 12, 2022 AS PRESENTED. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT MOTION CARRIED.

3. DISCUSS AND POSSIBLE ACTION- PAY FOR JURY SERVICE-JANE JONES.

THE PAY FOR JURY SERVICE IS \$6.00 FOR FIRST DAY AND \$10.00 FOR 2ND DAY FORWARD. I WAS CONTACTED BY JUDGE NORTHCUTT THAT HOPKINS COUNTY WAS \$10.00 AND \$40.00 AND LAMAR COUNTY WAS SIMILAR TO THAT.

WE ARE REIMBURSED \$34.00 QUARTERLY FROM THE COMPTROLLER.

COMMISSIONER BAKER: I MAKE THE MOTION TO RAISE THE JURY PAY TO \$10.00 FOR FIRST DAY AND \$40.00 FOR THE 2ND DAY FORWARD.

COMMISSIONER BRANTLEY: SECOND

JUDGE: MOTION MADE AND SECOND TO RAISE JURY PAY TO \$10.00 FOR THE FIRST DAY AND \$40.00 FOR THE 2ND DAY FORWARD. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT, MOTION CARRIED.

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

SEE ATTACHED

COMMISSIONER BAKER: I MAKE THE MOTION TO APPROVE THE COLLECTION CONTRACTS WITH THE CITY OF COOPER AND COOPER ISD AS PRESENTED.

COMMISSIONER BRANTLEY: SECOND

JUDGE: MOTION MADE AND SECOND TO APPROVE THE COLLECTION CONTRACTS WITH THE CITY OF COOPER AND COOPER ISD AS PRESENTED. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT, MOTION CARRIED.

5. DISCUSS AND POSSIBLE ACTION-BUDGET LINE ITEM TRANSFER FOR PRECINCT 3 FOR PURCHASE OF MOTOR GRADER—DEBBIE HUIE.

THIS HAS ALREADY BEEN APPROVED-NO ACTION.

6. DISCUSS AND POSSIBLE ACTION-CHANGE RETIREMENT PLAN OPTIONS TO INCREASE MATCHING CONTRIBUTIONS FROM 125% TO 200%-DEBBIE HUIE.

MRS. HUIE ALSO STATED THAT COURT VOTED TO CHANGE RETIREMENT FROM 30 YEARS TO 20 YEARS.

COMMISSIONER BRANTLEY: I MAKE THE MOTION TO INCREASE THE RETIREMENT FROM 125% TO 200%.

COMMISSIONER BAKER: SECOND

JUDGE: MOTION MADE AND SECOND TO INCREASE THE RETIREMENT FROM 125% TO 200%. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT MOTION CARRIED.

7. DISCUSS AND POSSIBLE ACTION- CONSIDER DROPPING WORKERS COMP ON VOLUNTEER FIRE FIGHTERS-DEBBIE HUIE. NO CHANGE
NO ACTION

8. DISCUSS AND POSSIBLE ACTION-CONSIDER AND/OR ACT UPON SHERIFF AND CONSTABLE FEES FOR 2023, PER SEC. 118.131 OF THE TEXAS LOCAL GOVERNMENT CODE-TANNER CRUTCHER.

NO CHANGES- NO ACTGION

9. DISCUSS AND POSSIBLE ACTION- CONSIDER SETTING THE COMMISSIONER'S COURT MEETING DATES AND TIME FOR FY2022-2023, PER SEC. 81.005 OF THE TEXAS LOCAL GOVERNMENT CODE-TANNER CRUTCHER.

COMMISSIONER BAKER: I MAKE THE MOTION TO SET THE COMMISSIONERS COURT MEETINGS FOR THE 2ND AND 4TH TUESDAY AT 9:00 A.M.

COMMISSIONER B RANTLEY: SECOND

JUDGE: MOTION MADE AND SECOND TO SET THE COMMISSIONERS COURT MEETINGS FOR THE 2ND AND 4TH TUESDAY AT 9:00 A.M. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT, MOTION CARRIED.

10. DISCUSS AND POSSIBLE ACTION- CONSIDER THE ACCEPTENCE OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR FIRE SERVICE RADIO EQUIPMENT –TANNER CRUTCHER.

THIS WILL BE FINALIZED ON SEPT. 29, 2022.

NO ACTION

11. DISCUSS AND POSSIBLE ACTION-JAIL REPORT-CHARLA SINGLETON.

SHERIFF STATED THERE WERE 15 INMATES. REPORT ACCEPTED.

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

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

COMMISSIONER BAKER: SECOND

JUDGE: MOTION MADE AND SECOND TO PAY ALL BILLS AS PRESENTED. ANY DISCUSSION? COURT VOTES? 3 TO 0, AYES HAVE IT, MOTION CARRIED.

ADJOURN.

IF THERE IS NO FURTHER BUSINESS , THIS MEETING IS ADJOURNED.

ASSESSMENT/COLLECTION AGREEMENT
STATE OF TEXAS
COUNTY OF DELTA

FILED FOR RECORD
AT 9:30 AM
SEP 26 2022

Jane Jones, County Clerk
DELTA COUNTY, TEXAS

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 its 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 October 1, 2022 thru September 30, 2023, 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 31st, 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 30th of the tax year, in which this

agreement is to be terminated and Delta County shall be obligated 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,

Vernon's Tax Code Title 1, 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.

PAYMENT FOR SERVICES

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

For the 2022 tax year, the Cooper ISD shall pay to Delta County the sum of \$17,676.76 for services provided hereunder. For the 2022 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 15th of 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.

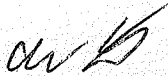


, Jason Murray, County Judge

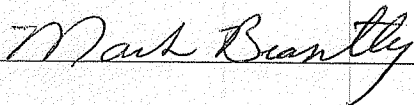


, Morgan Baker, Commissioner Pct. 1

, Jimmy Sweat, Commissioner Pct. 2

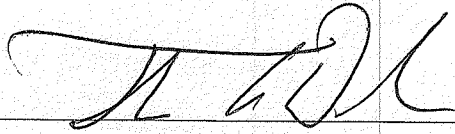


, Anthony Roberts, Commissioner Pct. 3

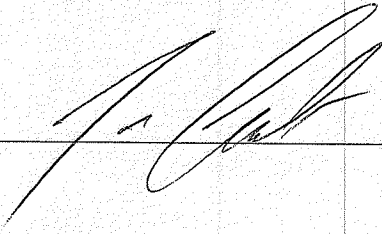


, Mark Brantley, Commissioner Pct. 4

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



_____, President



_____, Secretary

**ASSESSMENT/COLLECTION AGREEMENT
STATE OF TEXAS
COUNTY OF DELTA**

FILED FOR RECORD
AT 9:30AM
SEP 26 2022

Jane Jones, County Clerk
DELTA COUNTY, TEXAS

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 October 1, 2022 thru September 30, 2023, 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 31st, 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 30th of the tax year, in which

this agreement is to be terminated and Delta County shall be obligated 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

Tax Code, Vernon's Tax Code Title1, 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.

PAYMENT FOR SERVICES

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

For the 2022 tax year, the City of Cooper shall pay to Delta County the sum of ~~\$5,069.62~~ ^{5,140.08} for services provided hereunder. For the 2022 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 15th of

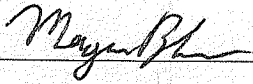
the tax years in question. If such an option is exercised by Delta County, the City of Cooper expressly agrees to pay the actual cost incurred by Delta County in preparing and mailing separate tax statements.

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.



, Jason Murray, County Judge

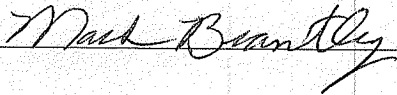


, Morgan Baker, Commissioner Pct. 1

, Jimmy Sweat, Commissioner Pct. 2

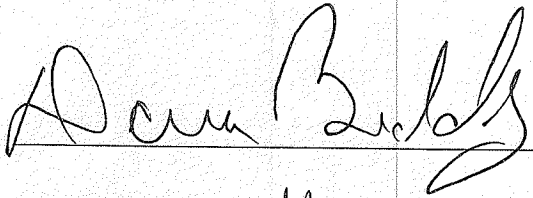


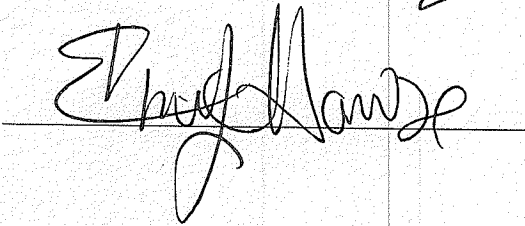
, Anthony Roberts, Commissioner Pct. 3



, Mark Brantley, Commissioner Pct. 4

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

 , Darren Braddy, Mayor

 , Emily Howse, Secretary

THIS IS TO CERTIFY THAT I, JANE JONES, COUNTY CLERK DO EREBY CERTIFY TO
THE CORRECTNESS OF THE MINUTES OF Sept. 26, 2022 THIS THE 11
DAY OF October, 2022.

Jane Murray
awg

Morgan M

Mark Beatty

Jane Jones
JANE JONES, CLERK