

Sutton County Commissioners Court

REGULAR MEETING

Monday May 8, 2023 at 9:00 a.m.

Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

Carl Teaff
Commissioner
Precinct 3

Harold Martinez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically noticed on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Determination of quorum and call to order
- 2 Invocation and Pledges
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Auditor – Maura Weingart
- 5 EMS Report-TJ Thorp
- 6 2023 Estimate of Appraisal Values-Mary Bustamante
- 7 Justice of the Peace – Tammy Jo Liska
- 8 Jailer and Sheriff – DuWayne Castro
- 9 Road and Bridge – Superintendent Robert Hughes
- 10 Library Report – Deborah Brown
- 11 Extension Office – Pascual Hernandez
- 12 ARPA Funds Report for City of Sonora-Art Fuentes
- 13 Sutton County Emergency Management Report-Art Fuentes
- 14 County Attorney – Dawn B. Cahill
- 15 County and District Clerk – Pam Thorp
- 16 County Commissioners
 - Lee Bloodworth, precinct 1
 - Bob Brockman, precinct 2
 - Carl Teaff, precinct 3
 - Harold Martinez, precinct 4
- 17 County Judge-Joseph Harris
- 18 State and Local Fiscal Recovery Funds (ARPA) Compliance Report-Joseph Harris
- 19 Sonora Animal Hospital will no longer serve as City/County animal shelter/pound-Joseph Harris

Deliberate, Consider, and take appropriate action regarding the following:

- 20 Accounts Payable-Maura Weingart
- 21 Possible action on Dry Devil's River Subdivision variance request to Sutton County Subdivision Regulations-Collin Wood
- 22 Possible action on Sonora Economic Development Corporation Performance Agreement for rodeo arena upgrades-Victoria Vara
- 23 Possible action on Guardian Panic System upgrade proposal

- 24 Possible action on Unclaimed Property Capital Credits for Counties request
- 25 Advertise for temporary part-time position for Road and Bridge department-Robert Hughes
- 26 Possible action on roof repair proposal for 109 N. Water Avenue (Bahlman Building)
- 27 Discuss and approve change in County Health Insurance plan

EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.

RECONVENE

- 28 Adjournment



JOSEPH HARRIS, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 4th day of May 2023.



PAM THORP, County Clerk

By: _____

**SUTTON COUNTY COMMISSIONERS COURT
REGULAR MEETING
MAY 8, 2023**

FMFC FUND					
General Cash Sutton County	PR Reimbursement, WH/FICA, for May 5, 2023	\$	16,615.52	51890	CK#
		\$	16,615.52		
ARRA FUND					
MasterCard Services	Commissioner's Court TV/Mount	\$	595.45	1021	CK#
Advanced Service Group	Courthouse A/C Repairs	\$	2,040.00	1022	
General Rental Center	Rental Equipment for the City of Sonora	\$	1,089.00	1023	
Motorola Solutions	Sheriff Vehicle Equipment	\$	4,000.00	1024	
	TOTAL	\$	7,724.45		

VENDOR SET: 01 GENERAL CASH
 BANK : 10

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	ROGER EPPS I-042123-REPPS I-5044419182	ROGER EPPS: MPLC:	R	0/00/0000 0/00/0000		1,168.00CR 183.07CR	000000 000000	1,351.07
1048	BAKER & TAYLOR, INC. I-5018304683 I-5018316957 I-5018323303	LIBRARY BOOKS LIBRARY BOOKS LIBRARY BOOKS	R	0/00/0000 0/00/0000 0/00/0000		146.16CR 28.55CR 162.91CR	000000 000000 000000	337.62
1050	BEN E KEITH-DFW I-11740615	JAIL FOOD-R/M SUPPLIES	R	0/00/0000		629.49CR	000000	629.49
1054	PARKER LUMBER I-4270957 I-4277696 I-4293520 I-4331432	PARK 9 VOLT BATTERIES 4 PAK PARK R/M SUPPLIES PARK R/M SUPPLIES COURTHOUSE R/M SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		37.98CR 41.52CR 3.98CR 21.96CR	000000 000000 000000 000000	105.44
1083	CHARLES MCDONALD I-118 I-350 I-351	NONDEPT TNCC EXPENSE NONDEPT OSSP INSPECTION PERMIT NONDEPT OSSP INSP PERMIT EXP	R	0/00/0000 0/00/0000 0/00/0000		770.00CR 325.00CR 325.00CR	000000 000000 000000	1,420.00
1088	CHARLES W KING I-02805	DIST COURT APPOINTED ATTORNEY	R	0/00/0000		819.00CR	000000	819.00
1090	QUILL CORPORATION I-3186862 I-31929245 I-31976843 I-31978104 I-32000210	CO JUDGE OFFICE SUPPLIES LIBRARY R/M SUPPLIES ANNEX CLEANING SUPPLIES ANNEX CLEANING SUPPLIES ANNEX CLEANING SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		38.78CR 91.48CR 37.99CR 28.99CR 46.99CR	000000 000000 000000 000000 000000	244.23
1091	CHASE CARD SERVICE I-0634-AGDEMO 042023 I-0634-TRAVEL 042023	EXTENSION AGENT AG DEMO EXTENSION AGENT TRAVEL EXP	R	0/00/0000 0/00/0000		19.89CR 70.60CR	000000 000000	90.49
1107	CONCHO VALLEY TRANSIT I-MAY 2023 SU	DISTRICT CVTD CONTRACT PAYMENT	R	0/00/0000		3,141.33CR	000000	3,141.33
1123	DAVID WALLACE I-MAY 1, 2023	CO ATTORNEY COMMUNICATIONS	R	0/00/0000		100.00CR	000000	100.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1151	ROBERT HUGHES I-79529172	PARK SLAB GROUT FOR CRACKS	R	0/00/0000		31.96CR	000000	31.96
1152	ENER-TEL I-297065	JAIL FIRE ALARM INSP	R	0/00/0000		15.00CR	000000	15.00
1180	GREAT AMERICA LEASING CORP I-33763630 I-33886309 I-33965042	CLERK OFFICE COPIER SHERIFF OFFICE COPIER LIBRARY COPIER	R R R	0/00/0000 0/00/0000 0/00/0000		299.56CR 253.20CR 240.74CR	000000 000000 000000	793.50
1186	SOUTHWEST TEXAS ELECTRIC COOP I-3542001-042023	SHERIFF RADIO TOWER	R	0/00/0000		38.86CR	000000	38.86
1188	SPRINT I-645388810-185	EXTENSION AGENT CELL SERVICE	R	0/00/0000		62.59CR	000000	62.59
1208	JANA ELIZABETH JOHNSON I-02691	DISTRICT COURT APPOINTED ATTY	R	0/00/0000		500.00CR	000000	500.00
1241	THE SIGN MAN I-15,232-G	PARK HANDICAP SIGNS	R	0/00/0000		248.89CR	000000	248.89
1255	LAURIE ENGLISH I-040323-040423 RE	BPU TRAVEL EXPENSE	R	0/00/0000		215.60CR	000000	215.60
1256	TOTAL OFFICE SOLUTION I-EA359374 I-EA363100 I-EA364974 I-EA365153 I-EA365723 I-EA365725 I-EA365726	CLERK OFFICE SUPPLIES LIBRARY OPERATING SUPPLIES CO JUDGE OFFICE SUPPLIES JP COPIER USAGE SHERIFF COPIER USAGE EXTENSION AGENT COPIER USAGE LIBRARY COPIER USAGE	R R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		210.94CR 77.60CR 59.99CR 224.11CR 107.42CR 73.53CR 106.20CR	000000 000000 000000 000000 000000 000000 000000	859.79
1261	LEO'S TIRE SERVICE I-4943	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		158.50CR	000000	158.50
1262	TYLER TECHNOLOGIES, INC I-025-378738	CLERK COMP/MTC AGREEMENT	R	0/00/0000		257.82CR	000000	257.82
1263	LILLIAN M HUDSPETH I-MAY 2023	EMS CONTRACT PAYMENT	R	0/00/0000		23,093.66CR	000000	23,093.66

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1264	U.S. POSTAL SERVICE	SHERIFF POSTAGE	R	0/00/0000		58.00CR	000000	58.00
1265	LONGHORN OFFICE PRODUCTS	TREASURER OFFICE SUPPLIES	R	0/00/0000		13.25CR	000000	
	I-499142-0	JP OFFICE SUPPLIES	R	0/00/0000		11.65CR	000000	
	I-499679-0	TAX ASSESSOR OFFICE SUPPLIES	R	0/00/0000		25.13CR	000000	
	I-499680-0	TAX ASSESSOR COMPUTER ASSESS	R	0/00/0000		18.41CR	000000	
	I-499982-0	JP OFFICE SUPPLIES	R	0/00/0000		259.45CR	000000	
	I-500115-0	TAX ASSESSOR OFC SUPPLIES	R	0/00/0000		9.53CR	000000	337.42
	I-500436-0							
1267	UNIFIRST HOLDINGS LP	JAIL R/M SUPPLIES	R	0/00/0000		31.51CR	000000	
	I-11672	JAIL R/M SUPPLIES	R	0/00/0000		57.25CR	000000	
	I-11673	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		66.42CR	000000	
	I-11683	LIBRARY R/M SUPPLIES	R	0/00/0000		15.70CR	000000	
	I-11684	ANNEX R/M SUPPLIES	R	0/00/0000		22.10CR	000000	
	I-11685	COURTHOUSE R/M SUPPLIES	R	0/00/0000		39.87CR	000000	232.85
	I-11686							
1279	MASTERCARD CARD SERVICE CENTER	SHERIFF DEPUTY EQUIPMENT	R	0/00/0000		651.14CR	000000	
	I-0862-DETYEQUIP0423	SHERIFF VEHICLE FUEL	R	0/00/0000		336.83CR	000000	
	I-0862-FUEL 042023	SHERIFF INTEREST	R	0/00/0000		54.82CR	000000	
	I-0862-INT APRIL 23	JAIL FOOD	R	0/00/0000		78.22CR	000000	
	I-0862-JAILFOOD0423	SHERIFF OFFICE SUPPLIES	R	0/00/0000		208.26CR	000000	
	I-0862-OFC SUPP 0423	JAIL OPERATING SUPPLIES	R	0/00/0000		93.92CR	000000	
	I-0862-OP SUPP 0423	SHERIFF R/M SUPPLIES	R	0/00/0000		114.95CR	000000	
	I-0862-OPSUPPSHF	SHERIFF PRISONER TRANSFER	R	0/00/0000		130.02CR	000000	
	I-0862-PT 042023	JAILER SCHOOL VGARZA	R	0/00/0000		275.00CR	000000	1,943.16
	I-0862-TEEX 0523							
1284	MCCREARY VESELKA BRAGG & ALLEN	JP DEBT COLLECTIONS	R	0/00/0000		11,384.52CR	000000	
	I-269139	JP DEBT COLLECTIONS	R	0/00/0000		97.50CR	000000	11,482.02
	I-269140							
1290	WEST TEXAS GAS INC	LIBRARY	R	0/00/0000		36.38CR	000000	
	I-377730-032023	COURTHOUSE	R	0/00/0000		156.43CR	000000	
	I-3872365-032023	ANNEX	R	0/00/0000		55.84CR	000000	248.65
	I-42845-032023							
1296	XEROX FINANCIAL SERVICES	NONDEPT COPIER	R	0/00/0000		205.99CR	000000	205.99
	I-4176861							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1303	JOE HERNANDEZ	DISTRICT COURT APPOINTED ATTY	R	0/00/0000		500.00CR	000000	1,000.00
	I-02757	DISTRICT COURT APPOINTED ATTY	R	0/00/0000		500.00CR	000000	
	I-02831							
1308	DEVILS RIVER NEWS	LIBRARY NEWSPAPER SUBSCRIPTION	R	0/00/0000		37.95CR	000000	37.95
	I-ACCT783_610							
1316	LOWES PAY AND SAVE	JAIL FOOD	R	0/00/0000		22.45CR	000000	22.45
	I-119560-230428							
1321	SUTTON CO APPELLATE	CO/DIST CLERK APPELLATE FEES	R	0/00/0000		25.00CR	000000	40.00
	I-041023-041423	CO/DIST APPELLATE CT FEES	R	0/00/0000		15.00CR	000000	
	I-042423-042823							
1323	PERDUE BRANDON FIELDER COLLINS AMOTT LLP	CLERK TITLE SEARCH, PUBLISH...	R	0/00/0000		1,224.00CR	000000	1,224.00
	I-TAX 06173/06183							
1385	GOVERNMENT FORMS & SUPPLIES	NONDEPT RECEIPT BOOKS	R	0/00/0000		779.56CR	000000	779.56
	I-0340616							
1386	SNIDER TECHNOLOGY	CLERK IT SERVICES	R	0/00/0000		1,005.00CR	000000	
	I-32337	JP OFFICE IT SERVICE	R	0/00/0000		1,099.00CR	000000	
	I-32338	CO JUDGE IT SERVICE	R	0/00/0000		200.00CR	000000	
	I-32339	LIBRARY IT SERVICES	R	0/00/0000		996.50CR	000000	
	I-32341	SHERIFF IT SERVICES	R	0/00/0000		1,599.00CR	000000	
	I-32342	TAX ASSESSOR IT SERVICES	R	0/00/0000		150.00CR	000000	
	I-32343	CLERK OFFICE SUPPLIES	R	0/00/0000		124.99CR	000000	
	I-32499	TAX ASSESSOR COMPUTER	R	0/00/0000		1,349.99CR	000000	6,524.48
	I-ORDER#S10231							
1399	UPLINE	LIBRARY R/M SUPPLIES	R	0/00/0000		256.50CR	000000	256.50
	I-162333723							
1430	PHARM HOUSE PIERCE SONORA	JAIL INMATE MEDICATIONS	R	0/00/0000		49.99CR	000000	70.69
	I-431170	JAIL INMATE MEDICATIONS	R	0/00/0000		20.70CR	000000	
	I-431337							
1432	INDIGENT HEALTHCARE SOLUTIONS,LTD	JAIL IHS SOFTWARE	R	0/00/0000		1,059.00CR	000000	1,059.00
	I-75595							
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS	NONDEPT, AUDITOR, TREASURER	R	0/00/0000		778.86CR	000000	
	I-3694200-052023	CLERK'S OFFICE	R	0/00/0000		129.95CR	000000	
	I-3695100-052023	LIBRARY	R	0/00/0000		295.45CR	000000	
	I-3695400-052023	JP OFFICE	R	0/00/0000		145.45CR	000000	
	I-3695500-052023	SHERIFF AND JAIL	R	0/00/0000		337.68CR	000000	
	I-3695700-052023	EXTENSION AGENT/H.E. AGENT	R	0/00/0000		98.02CR	000000	
	I-3786700-052023	PARKS AND WILDLIFE	R	0/00/0000		40.20CR	000000	1,825.61
	I-3788200-042023							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1452	JANELL S MARTIN I-042023-SANMARCOS	TREASURER TRAVEL EXPENSE	R	0/00/0000		666.39CR	000000	666.39
1469	CROCKETT COUNTY I-042523-SEC INS	DISTRICT ATTY SEC HEALTH INS.	R	0/00/0000		1,155.46CR	000000	1,155.46
1492	AUTOMATIC FIRE PROTECTION, INC I-810000423	LIBRARY FIRE ALARM MO MONITOR	R	0/00/0000		50.00CR	000000	50.00
1494	TXU ENERGY I-69598919-042023 I-69598920-042023	CEMETERY CIVIC CENTER	R	0/00/0000		85.24CR 598.17CR	000000 000000	683.41
1500	CIRA I-SOP017656	JP BUSINESS EMAILS	R	0/00/0000		423.41CR	000000	423.41
1545	BLACK PLUMBING SERVICES LLC I-80206311	JAIL BUILDING MAINTENANCE	R	0/00/0000		945.02CR	000000	945.02
1556	WATER LOGISTICS I-44272	CEMETERY NEW SECTION	R	0/00/0000		732.76CR	000000	732.76
1559	THOMAS EDGAR JACKSON I-02753 I-02765 I-02800 I-12663	DIST CT APPOINTED ATTORNEY COUNTY CT APPOINTED ATTORNEY DIST COURT APPOINTED ATTORNEY COUNTY COURT APPOINTED ATTY	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		1,782.00CR 500.00CR 500.00CR 500.00CR	000000 000000 000000 000000	3,282.00
1581	TEXAS JUSTICE COURT TRAINING CENTER I-66591	JP REGISTRATION FEE	R	0/00/0000		50.00CR	000000	50.00
1595	LIBRARY IDEAS, LLC I-96293	LIBRARY BOOKS	R	0/00/0000		373.34CR	000000	373.34

* * T O T A L S * *
 REGULAR CHECKS: 50 0.00 70,224.96 TOTAL APPLIED 70,224.96
 HANDWRITTEN CHECKS: 0 0.00 0.00
 PRE-WRITE CHECKS: 0 0.00 0.00
 DRAFTS: 0 0.00 0.00
 VOID CHECKS: 0 0.00 0.00
 NON CHECKS: 0 0.00 0.00
 CORRECTIONS: 0 0.00 0.00
 REGISTER TOTALS: 50 0.00 70,224.96

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	NUTRIEN AG SOLUTIONS, INC I-50807496	NUTRIEN AG SOLUTIONS, INC:	R	0/00/0000		1,575.00CR	000000	1,575.00
1022	AMERICAN SALES & SERVICE I-1077778	FMFC REPAIRS	R	0/00/0000		320.00CR	000000	320.00
1141	REGAL OIL INC I-26-305998 I-26-309280 I-27022	FMFC VEHICLE FUEL FMFC VEHICLE FUEL FMFC FUEL TAXES	R R R	0/00/0000 0/00/0000 0/00/0000		1,078.43CR 1,880.13CR 270.22CR	000000 000000 000000	3,228.78
1195	HOLT COMPANY OF TEXAS I-PIMN0034562	FMFC REPAIRS	R	0/00/0000		138.72CR	000000	138.72
1266	UNIFIRS HOLDING-II I-11994 I-12426	FMFC EMPLOYEE UNIFORMS FMFC EMPLOYEE UNIFORMS	R R	0/00/0000 0/00/0000		19.90CR 21.65CR	000000 000000	41.55
1290	WEST TEXAS GAS INC I-46332-032023	FMFC WAREHOUSE	R	0/00/0000		36.38CR	000000	36.38
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS I-3694900-052023	FMFC WAREHOUSE	R	0/00/0000		142.15CR	000000	142.15
1494	TXU ENERGY I-69598953-042023	FMFC WAREHOUSE	R	0/00/0000		248.24CR	000000	248.24

* * T O T A L S * *
 REGULAR CHECKS: 8
 HANDWRITTEN CHECKS: 0
 PRE-WRITE CHECKS: 0
 DRAFTS: 0
 VOID CHECKS: 0
 NON CHECKS: 0
 CORRECTIONS: 0

REGISTER TOTALS: 8 0.00 5,730.82 5,730.82
 CHECK AMT TOTAL APPLIED
 5,730.82 5,730.82

Dry Devils River Ranch - Subdivision Variance Request

May 8th, 2023

Dear County Judge Harris & Commissioners Bloodworth, Brockman, Teaff & Martinez,

On behalf of HSW Land LLC, the developer of the proposed Dry Devils River Ranch Subdivision, I hereby request a variance from the Sutton County Subdivision regulations regarding the following items:

1. Road Construction Standards. Section G on pages 18-20:

- a. HSW Land LLC requests Sutton County waive the road construction requirements listed on pages 18-20. These existing roads are caliche & crushed limestone material roads that have been utilized by the previous owners and oilfield for the past 25 plus years. HSW Land has also reworked each of these roads in the past 45 days including adding material, watering, blading and rolling. Every road within the subdivision will have a 60' dedicated ROW for utilities and tract owners are not allowed to block those roadways with gates. The tract buyers will be bound by a Road Maintenance Agreement with an annual fee to create a fund for road maintenance as needed and decided on by the tract buyers. HSW Land LLC requests Sutton County approve the current roads as is and welcomes the Judge & Commissioners to tour the ranch to inspect the roads.
- b. The disclaimer language in Section J on Page 23 will be stated on the plat, reiterated in the Road Maintenance Agreement buyers must sign when purchasing, as well as the Deed Restrictions that will be recorded with the County Clerk and must be acknowledged by all buyers when purchasing. In summary, any buyer will have to sign acknowledging this on 3 separate documents.

2. Water Availability Study. Section H on page 21:

- a. HSW Land requests Sutton County waive the water availability study requirements listed on page 21 due to Sutton County not requiring this in the recent past with near identical subdivisions. Section H also states that the County "has the authority to require" but does not specifically state the County must require compliance with water availability requirements. These tracts average around 100 acres each and the ranch is surrounded by large acreage neighbors. There are 13 existing water wells on the property, with 2 of them being over 200 GPM wells. A water availability study for a development this size could cost around \$300,000 and take up to 6 months to complete. The normal intent of a water study at the depths of which state law requires is for subdivisions where the tracts are much smaller; typically under 10 acres. There is a section stating test wells should be spaced no more than 300 feet apart which means that almost any test wells we drill would be an extra well on a lot that would not be needed by the lot buyer. The SCUWCD has already expressed to me they would like to minimize the number of new water wells but these tests would go against that request.

- b. All of the disclaimer language stated on Section J on Page 23 will be included on both the plat and recorded deed restrictions, both of which any lot buyer is required to sign acknowledging. This expressly indemnifies Sutton County.
- c. This additional note from page 17 clearly indemnifies both Sutton County and the SCUWCD and will be included on the plat and the deed restrictions; "SUTTON COUNTY AND THE SUTTON COUNTY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS."
- d. HSW Land takes no issue with items number 3 and 4 on page 21 in Section H which state that the SCUWCD rules as well as their Drought Contingency Plans applies to any subdivision. Furthermore, in an effort to be proactive for groundwater management, at the request of the SCUWCD, we will impose a maximum size of 1 acre for any new stock ponds should a lot buyer decide to build one.
- e. ****Added from initial variance request**** HSW Land agrees to provide a successful water well for residential/agricultural use for the tract buyer before selling any tract. If a buyer buys more than 1 tract, only 1 water well will be required in the spirit of minimizing the amount of new water wells drilled to minimize water consumption.

3. Bond Requirements. Section I on page 22:

- a. HSW Land LLC requests Sutton County waive the bond requirements due to the fact the road improvements have already been built and HSW Land LLC is not requesting any maintenance of any roads within the subdivision by Sutton County. All roads will be maintained by a Road Maintenance Agreement that each tract owner is bound by with annual dues. Along with this Road Maintenance agreement, these roads are also maintained by UPP and Rover oil & gas operators. No County roads are utilized to get to this proposed subdivision as well; access is straight off of HWY 277. It is my understanding that Construction Bonds are typically required before roads are built and more so when roads will be built by the developer and then taken over after 1 year by the County for maintenance from then on.
- b. HSW Land LLC is not asking the County to maintain these roads as it knows it would place undue financial burden on the County.

Sincerely,



Collin Wood
Manager
HSW Land LLC

PERFORMANCE AGREEMENT

STATE OF TEXAS
COUNTY OF SUTTON

THIS AGREEMENT, made this the 8th day of May, 2023, is entered into by and between the **Sonora Economic Development Corporation (SEDC)**, a Non-Profit Corporation, whose address is 307 East Oak Street, Sonora, Sutton County, Texas and Sutton County, whose address is 300 E. Oak St., Ste 4, Sonora, Sutton County, Texas.

BACKGROUND

Purpose: SEDC is a tax-supported non-profit corporation, whose primary income is from sales tax collected within the City of Sonora and dedicated exclusively to economic and community development. This sales tax is authorized as a local option under V.A.C.S. Art. 5190.6 and exists for the primary purpose of developing, stabilizing, diversifying, and recruitment of employment opportunities in order to benefit citizens of Sonora and the surrounding areas.

Project: The project and performance requirements to be implemented by means of this agreement are described in Schedule A that is attached to this contract. The specific project is:

Sonora Outlaw Rodeo Association has presented the safety concerns and limitations of rodeo events due to old equipment at Sutton County Rodeo Grounds. As a Type B Economic Development Corporation, the board of directors agreed to assist in the funding of the new equipment. The improvements will better serve the business community by increasing sales tax with taxable purchases made, as well as, an increase in HOTs funds due to the overnight stays at hotels for junior rodeo events. The expenditure of \$168,000.00 was approved at the second City Council public hearing on April 17, 2023.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, warranties and agreements of the parties, it is agreed as follows:

Initials: JK

I.

ECONOMIC BENEFITS AND INCENTIVES AND PERFORMANCE REQUIREMENTS

- A. Money Grant: SEDC will convey by money grant to *Sutton County*, (hereinafter referred to as GRANTEE) a total of up to *One Hundred Sixty-Eight Thousand* dollars (*\$168,000.00*), subject to the performance requirements and the conditions precedent as set forth in Schedule A.
- B. It is acknowledged that economic benefits accruing to Sonora area taxing jurisdictions under the terms of this contract are the result of the use and enjoyment by tourists and residents utilizing the retail establishment. The specific performance requirements associated with this agreement, as described in SCHEDULE A, are the sole responsibility of the GRANTEE. The GRANTEE agrees to meet and provide copies of all required performance requirements as specified in the attached SCHEDULE A and to remedy any performance-related defaults. Failure by the GRANTEE to timely and fully comply with any performance requirement shall be an Act of Default by the GRANTEE thus giving the SEDC, as its sole remedy, the right to the contracted amount to be conveyed and further being limited to the terms and conditions of this performance contract.

II.

COVENANTS, WARRANTIES, OBLIGATIONS, AND DUTIES

The GRANTEE makes the following covenants and warranties to SEDC and agrees to timely and fully perform the following obligations and duties. Any false and substantially misleading statement contained herein or failure to timely and fully perform as required in the agreement shall be an act of default by the GRANTEE. Failure to comply with any one covenant or warranty shall constitute an act of default by the GRANTEE.

1. *Sutton County* shall provide proof of good standing is defined in schedule A.
2. The execution of this agreement has been duly authorized by the GRANTEE officers and management and the organization's officer signing this agreement is an officer of the organization empowered to execute such agreement and bind the organization.
3. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this agreement or the transactions contemplated hereby.
4. No litigation or governmental proceeding is pending or, to the knowledge of GRANTEE or its officers, threatened against or affecting GRANTEE that may result in material adverse change in GRANTEE'S business, properties or operation.

Initials: 

5. GRANTEE does not and will not knowingly employ an undocumented worker. If, after receiving a public subsidy, GRANTEE is convicted of a violation under 8 U.S.C. Section 1324a(f), GRANTEE shall repay the amount of the public subsidy, with interest, not later than the 120th day after the date SEDC notifies GRANTEE of the violation.

III.

SUSPENSIONS/TERMINATIONS/DAMAGES

1. SEDC, at its sole discretion, may suspend its obligation under this Agreement and terminate this Agreement and recapture from the GRANTEE any of the money grants or consideration paid by SEDC without liability to the GRANTEE upon any of the following event:
 - (a) An act of default by GRANTEE
 - (b) The appointment of a receiver of GRANTEE or of all or any substantial part of its property and the failure of such receiver to be discharged within sixty (60) days thereafter;
 - (c) The adjudication of GRANTEE as bankrupt; or
 - (d) The filing by GRANTEE of a petition or an answer seeking bankruptcy, receivership, reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

2. Notwithstanding anything in this Agreement to the contrary, SEDC specifically agrees that the GRANTEE shall in no event whatsoever be liable to SEDC for any amount in excess of the actual money grants received by the GRANTEE from SEDC pursuant to the Agreement and shall not be liable to SEDC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any breach of the Agreement or its obligations owing to SEDC.

IV.

REPORT AND MONITORING

The GRANTEE acknowledges and agrees that the failure to fully and timely comply with the requirement specified in Exhibit A in any material respect shall constitute an Act of Default. **Sutton County** further agrees to provide the SEDC with the following information on or before the Expiration Date:

- (a) maintenance schedule on equipment;
- (b) proof of insurance on equipment,
- (c) proof of events held at rodeo arena.

Initials: _____



V.

SEDC's LIABILITY LIMITATIONS

The GRANTEE specifically agrees that SEDC shall only be liable to the GRANTEE for the actual amount of the money grants to be conveyed to the GRANTEE and shall not be liable to the GRANTEE for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by the GRANTEE under the terms of this agreement. It is further specifically agreed that SEDC shall only be required to pay the grant amount solely out of its sales tax revenue currently collected, allocated and budgeted and to be allocated, budgeted and collected for SEDC during the term of this agreement. Payment by SEDC is strictly limited to those funds so allocated, budgeted, and collected solely during the grant term of this agreement. Payment to be made to the GRANTEE shall also require a written request from the GRANTEE to be accompanied by all necessary supporting documentation in accordance with Schedule A of this performance contract. SEDC shall have forty-five (45) days to make payment after receipt of such payment request. The payment request should be directed to the SEDC President, 307 East Oak Street, Sonora TX 76950. It is expressly agreed that payment will be made to **Sutton County, which is the primary contractor for this project.**

VI.

APPLICABLE LAWS, VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Sutton County, Texas. **Venue for any dispute will be in Sutton County, Texas.**

VII.

NOTICE OF DEFAULT

SEDC shall give the GRANTEE written notice at the address set forth on the signature page hereto of any Act of Default by the GRANTEE, and the GRANTEE shall have thirty (30) days after receipt of the notice to cure the default. Failure by the GRANTEE to timely and fully cure the Act of Default shall permit the SEDC to pursue all legal remedies provided by law and not specifically prohibited herein.

VIII.

TERM

Unless extended by mutual agreement, this performance contract shall remain in force for a period of no more than Three (3) years from date of execution.

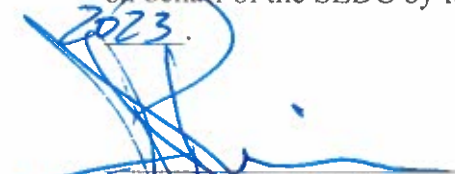
Initials: _____



SOLE AGREEMENT

This agreement constitutes the sole and only agreements of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

EXECUTED on behalf of Sutton County by its owner, and on behalf of the SEDC by its President, duly authorized this 8th day of May, 2023.

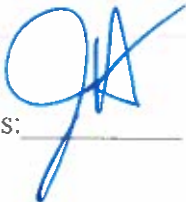

Jim Polonis, President
SEDC
307 East Oak Street
Sonora, TX 76950


Joseph Harris, Judge
Sonora, TX 76950

Initials: _____



SCHEDULE A Sutton County (GRANTEE)	GRANTEES' CONDITIONS, PRECEDENT AND PERFORMANCE REQUIREMENTS	
	GRANTEES' PERFORMANCE REQUIREMENTS	SEDC's PERFORMANCE REQUIREMENTS
Prior to Payment:	Sign Performance Agreement Grantee will proceed with project. At the completion of the project, Grantees will be responsible for submission of necessary accounting documentation as proof of phase completion. Grantee will show compliance with all necessary city permits and inspections. If applicable.	Sign Performance Agreement 100% of SEDC approved amount totaling \$168,000 with a check made payable to Sutton County . Funds release date: May 15, 2023
First Year Anniversary	Proof of: arena maintenance insurance events at arena	Must: Contact County by May 15, 2024
Second Year Anniversary	Proof of: arena maintenance insurance events at arena	Must: Contact County by May 15, 2025
Third Year Anniversary	Proof of: arena maintenance insurance events at arena	Must: Contact County by May 15, 2026

Initials: 



SCOPE OF WORK

PROJECT NAME: Sutton County-Panic System Upgrade

Proposal #11322

SALES REP: Connie Petree

CUSTOMER INFORMATION:

Customer Contact

Judge Joseph Harris

300 E. Oak Street Suite 4

Sonora, TX 76950

GENERAL DESCRIPTION

- See Attached Map for Specific Locations No Map Required for This Project

Guardian Security Solutions plans to replace the existing Inovonics panic system with a new Wave Plus panic system at Sutton County. We will be replacing the fifteen-year-old Inovonics control panel, installing a total of thirty-seven panic buttons and nine network repeaters. Network repeaters are necessary to accommodate the additional offices. One new analog radio will be included in the Wave Plus panic system. County is currently operating in mixed mode. PL Tone: 97.4. Receive frequency: 155.595. Transmit frequency: 154.785. Frequencies verified with Texas Communications in San Angelo, TX.

Training will be provided to staff at the conclusion of the project. Repeat or refresher training is available at any time for an additional fee.

Guardian Security believes this scope of work to be accurate based on industry standards and best practices. If unforeseen circumstances should dictate a change to this scope of work, a change order will be issued for approval at that time.

▪ **PANIC SYSTEM**

- Location: Courthouse Annex, Courthouse, Library, Sheriff's Office, Adult Probation, Juvenile Probation, Extension Office & Attorney's Office
 - 1: 100 Zone Control Panel
 - 37: Panic Buttons
 - 9: Repeater
 - 1: Outdoor Housing enclosure for repeater
 - 1: Cat5 Run from Panic controller to customer's existing network switch

- Location: Panic Button Locations
 - District Judge's Chambers (2nd Floor of Courthouse)
 - 1: Single Button Panic Transmitter

- Courtroom (2nd Floor of Courthouse)
 - 2: Single Button Panic Transmitter (Judge's Bench, Court Clerk)
 - 1: Dual-Button Clip-On Transmitter (Bailiff)
- County Clerk Office (Driver's License Office-1st Floor of the Courthouse)
 - 1: Single Button Panic Transmitter (DL Officer)
- Justice of the Peace and Office's (1st Floor of the Courthouse)
 - 1: Single Button Panic Transmitter (Chief Clerk-JP's outer office)
 - 1: Single Button Panic Transmitter (JP)
 - 2: Single Button Panic Transmitter (Clerks)
- County Treasurer Office (Treasurer's Office-1st Floor of Courthouse)
 - 1: Single Button Panic Transmitter (County Treasurer)
- County Auditor Office (Auditor's Office-1st Floor of Courthouse)
 - 2: Single Button Panic Transmitter (Auditor & Clerk)
- County Judge's Office (Annex)
 - 2: Single Button Panic Transmitter (County Judge & Clerk)
- Annex Meeting Room
 - 1: Single Button Panic Transmitter
- County Tax Assessor/Collector Office (Annex)
 - 1: Single Button Panic Transmitter (Tax Assessor/Collector Office)
 - 1: Single Button Panic Transmitter (Clerk)
 - 1: Single Button Panic Transmitter (Workroom)
- Appraisal Office (Annex)
 - 3: Single Button Panic Transmitter (Director, Clerk #1 & Clerk #2)
- County Clerk Office (Annex)
 - 1: Single Button Panic Transmitter (County Clerk)
 - 2: Single Button Panic Transmitter (Chief Clerk & Clerk)
 - 1: Single Button Panic Transmitter (At Counter)
 - 1: Single Button Panic Transmitter (Vault)
- Sheriff's Office
 - 1: Single Button Panic Transmitter (Sheriff's Dispatcher)

- County Jail
 - 2: Single Clip-On Button Panic Transmitter (Jailers)
- County Library
 - 2: Single Button Panic Transmitter (Library)
- Adult Probation
 - 2: Single Button Panic Transmitter
- Juvenile Probation
 - 1: Single Button Panic Transmitter
- Extension Office (1700 N. Crockett Ave.)
 - 1: Single Button Panic Transmitter
- Attorney's Office (105 W. Main Street)
 - 2: Single Button Panic Transmitter

PAYMENT & SHIPPING (To be filled out by customer)

Payment is due upon receipt with the exception of payment restraints (i.e. school board approval and/or Commissioners Court). Invoices are sent on a progress basis and/or for the equipment you receive. Please provide the contact information for your Accounts Payable Department. Equipment is often shipped to the jobsite; however, if shipping should go elsewhere, please provide the location below.

Accounts Payable Contact Information	Shipping Location
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone Number: _____	Contact Phone Number: _____
Contact Email: _____	Contact Email: _____
Contact Address: _____	Contact Address: _____
Contact City, St., Zip: _____	Contact City, St., Zip: _____

Any items not included in this Scope of Work will be documented in a Change Order Form and billed accordingly. I have read and agree to this Scope of Work as stated.

Customer Signature: Joseph Henin Date: 05/09/2023

 Initial



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

806-794-7767
TX LIC# B11916, OK #1235

Date	Proposal
4/20/2023	11322

Sutton County
 Judge Joseph E. Harris
 County Commissioners
 300 E. Oak St., Suite 4
 Sonora, TX 76950

Mailing address: PO Box 53874, Lubbock, TX 79453
 Fax: 806-794-7789
 Web: www.myshield.org
 E-RATE CERTIFIED
 Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	Connie Petree

Item	Description	Location	Qty	Price Each	Total
SEWP11	Panic System Upgrade for Sutton County		1	11,450.00	11,450.00
SEWP19	Panic System 100 Zone Control Panel		34	148.00	5,032.00
SEWP21	Panic Button		2	152.00	304.00
SEWP22	Belt Clip Panic Button		1	152.00	152.00
SEWP22	Belt Clip Panic Button (Double)		1	152.00	152.00
SEWP33	Repeater		9	750.00	6,750.00
SEWP37	Outdoor housing enclosure for repeater		1	70.00	70.00
CAT5RUN	CAT5 Run from Panic system controller to customer's existing network switch		1	60.00	60.00
Professional Services	Professional Services (Installation, Set-up, Training, Travel and Expense)			2,000.00	2,000.00
	County is currently operating in mixed mode.				
	All frequencies verified through Texas Communications (San Angelo, TX)				
	PL Tone: 97.4				
	Recieve Frequency: 155.595				
	Transmit Frequency: 154.785				

SEND APPROVED PURCHASE ORDER TO
 Angie Gentry agentry@myshield.org
 Joe Dunn accounting@myshield.org

Prices on this proposal are guaranteed for 30 days

Date: 05/09/2023	CUSTOMER PO #	Subtotal	\$25,818.00
Offer accepted and approved	GOING THROUGH COOP ?	Sales Tax (8.25%)	\$0.00
Signature: <i>Joseph Harris</i>	COOP NAME	Total	\$25,818.00

E-RATE CERTIFIED

The WAVE Plus System with Area Location



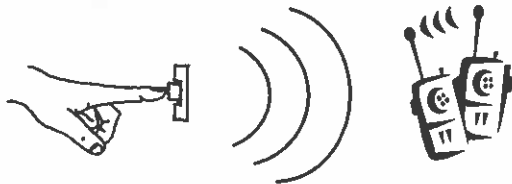
GUARDIAN
SECURITY SOLUTIONS, LLC

Instant Notification with Area Location

In an emergency, when seconds count, the WAVE Plus system transmits a detailed message specifying the location of the incident over the radios carried by first responders, by email and by text message. There is no faster way to notify law enforcement and staff of an emergency.

Here is how it works. When a button is pressed, it communicates with multiple repeater locators which are placed throughout the facility. Each one provides RF vector information to the WAVE Plus control panel. The system uses a vector mapping algorithm to determine the location of the button based on the vectors of known locations that have been programmed into the system.

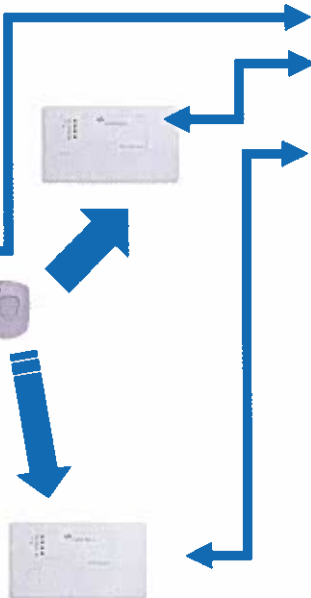
“Duress alarm has been activated in the Administration Building, North Lobby!”



When the wireless button is pressed, it provides the repeater locators with vector mapping information.



The wireless button also provides information about the identity of the button.



A message detailing the location of the button and its identity is transmitted by radio and, if needed, by email and/or text message.



The repeater locators each exchange information about the vector strength of the signal from the button that was pressed with the WAVE Plus control panel. This information is put into a vector mapping algorithm which determines the location of the button when it was pressed.

Access Control	CCTV & NVRs	IP Cameras	Panic Systems	Intercom/Bell Systems
Network Infrastructure	Metal Detectors	Touch Screen Jail Controls	Guard Patrol Equipment	



APRIL 2023

Unclaimed Property Capital Credits for Counties

Glenn Hegar

Texas Comptroller of
Public Accounts

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

What are unclaimed capital credits?

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

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

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

General uses of capital credits

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

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

*Review Local Government Code, Section 381.004 before starting a program.

How to request capital credits

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

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

**For more information,
visit our website at
ClaimItTexas.gov.**

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

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits

County Name SUTTON County FEIN 756001166

Authorized by Judge Commissioners Court

Name of County Judge JOSEPH HARRIS Approved Date 05/01/2023

Send the requested funds to:

Address 300 E. OAK ST. STE. 4 City SONORA State TEXAS Zip 76950

I acknowledge that the purpose of the funds complies with provisions of
Texas Local Government Code, Section 381.004.

Name (printed) JOSEPH HARRIS Title COUNTY JUDGE

Signature *Joseph Harris* Date 05/08/2023

Email Address judge.harris@co.sutton.tx.us Phone 325-387-2711

Submit signed and completed form by either mail, email or fax by July 31, 2023.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**,
or by sending a fax to **512-475-0900**.

