



Ector County Commissioners' Court

April 09, 2024

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,
Odessa, Texas

CALL TO ORDER- Judge Dustin Fawcett

INVOCATION- Commissioner Greg Simmons

PLEDGE OF ALLEGIANCE- United States and Texas

SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS

1. *Better Living for Texans Agent Introduction & Acceptance, Steve Paz- Agrilife Extension Agents Director:*

To consider, discuss, and take any necessary action to receive a presentation from Texas A&M Agrilife Extension Services regarding the introduction and acceptance of Yuremia Ramirez as the agent for *Better Living for Texans* for Ector/Midland Counties.

2. *Proclamation: National Police Week & National Peace Officers' Memorial Day, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider, discuss, and take any necessary action to approve a Proclamation in support of declaring May 12th-18th, 2024 as National Police Week and May 15th, 2024 as National Peace Officers' Memorial Day, and authorize the County Judge, County Commissioners, and County Clerk to sign all documents associated with this agenda item.

3. *Tax Incentive Committee Member Appointment, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to approve and appoint Judge Dustin Fawcett to the Tax Incentive Committee.

4. *Out-of-State Travel Approval, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action to approve Lucy Soto to attend an out-of-state conference from August 24th-28th, 2024.

5. *Smart Communications Software, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action regarding upgraded software at the Detention Center for Smart Communications.

6. *Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to accept a \$47,000.00 donation from Barnhart Bolt & Special Fasteners to the Ector County Sheriff's Office.

7. *Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to accept a \$10,000.00 donation from Oxy to the Sheriff's Office.

AWARD OF BIDS/PROPOSALS

8. *Bid Award: White Pool House Parking Lot, Lucy Soto- Purchasing Director, Marisela Campos- Public Works:*

To consider, discuss, and take any necessary action on the *Award of the Request for Bid* for the White Pool House Parking Lot to Permian Paving, Inc.

CONTRACTS/AGREEMENTS/GRANTS

9. *Local Health Authority Appointment, Eunice Ibarra- Health Department:*

To consider, discuss, and take any necessary action to approve the appointment of B.A. Jinadu M.D. as the Local Health Authority for the Ector County Health Department (ECHD), and authorize the County Judge to sign all documents associated with this agenda item; this is an appointment needed for validation with the Department of State Health Services to be effective May 1st, 2024 through April 30th, 2026 and is a result of the contract executed between Ector County and Texas Tech University Health Science Center designating that Texas Tech will provide future Health Authorities for the ECHD.

10. *Interlocal Agreement, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to approve an Interlocal Agreement between Ector County, Midland County, The City of Odessa, and The City of Midland regarding *Permian Basin Interoperable Radio Communications (PBIRC)* and the *Permian Basin Radio Communications Committee (PBRCC)*, and authorize the County Judge to sign all documents associated with this agenda item.

11. *SB22 Rural Law Enforcement Grant Acceptance, Shelby Rigtrup- County Judge Admin. Assistant, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve the acceptance of the SB22 Rural Law Enforcement Grant and to adopt the proposed funding budget.

PLANNING AND DEVELOPMENT

12. *Variance Application: Westgate Acres 7th Filing, Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action on a Variance Application for Westgate Acres, 7th filing, being a Replat of 7.80 acres of Block 1, and authorize the County Judge to sign all documents associated with this agenda item.

13. *Replat- Basin Industrial South Subdivision (2nd Filing), Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action on a Replat for Basin Industrial South Subdivision, 2nd filing, being a Replat of the West part of Lot 7 and All Lots 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 1, and authorize the County Judge to sign all documents associated with this agenda item; Basin Industrial South Subdivision as recorded in Cabinet C, Page 114 C, Precinct 4, Plat Records.

CONSENT AGENDA

14. *Proposed Consent Agenda, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action regarding the following Proposed Consent Agenda:

14a.) Line- Item Transfer-Tax Assessor:

To consider, discuss, and take any necessary action to approve a line-item transfer to General Fund, Tax Assessor, Other Insurance, 001-280-5375 from Postage, 001-280-5193 for \$471.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

15. *Budget Amendment- Commissioners' Court, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve a budget amendment to General Fund, Commissioners' Court, Subscriptions, 001-020-5207 from Unreserved Fund Balance, 001-3310 for \$1,400.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

16. *Budget Amendment- Rural Law Enforcement District Attorney, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve a budget amendment to Rural Law Enforcement Grant Fund, District Attorney, Full Time Salaries, 007-120-5103 for \$216,044.00, Social Security Texas, 007-120-5121 for \$16,524.00, Retirement, 007-120-5123 for \$41,256.00, Workers Compensation, 007-120-5371 for \$744.00, Unemployment Insurance, 007-120-5374 for \$432.00, and to Rural Law Enforcement Grant District Attorney, 001-4059 for \$275,000.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

17. *Budget Amendment- Rural Law Enforcement Sheriff's Office, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve a budget amendment to Rural Law Enforcement Grant Fund, Sheriff's Office, Full Time Salaries, 007-360-5103 for \$388,468.00, Social Security Taxes, 007-360-5121 for \$29,707.00, Retirement, 007-360-5123 for \$74,169.00, Workers Compensation, 007-360-5371 for \$6,879.00, Unemployment Insurance, 007-360-5374 for \$777.00, and to Rural Law Enforcement Grant Sheriff, 007-4058 for \$500,000.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

18. *Financial Reports/Statements, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve the Accounts Payable Fund Requirements Report for April 9th, 2024, and review county financial statements and reports.

EXECUTIVE SESSION

19. *Legal Matters, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider and discuss legal matters pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code.

20. *Real Estate, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider and discuss real estate issues/transactions pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code.

21. *Personnel Matters, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider and discuss personnel matters pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code.

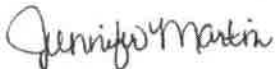
ADJOURN

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on April 04, 2024

At 03:43 PM




Ector County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.

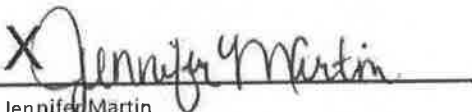
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X 

Dustin Fawcett
Ector County Judge

ATTEST:

X 
Jennifer Martin
County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa



Proclamation

Be It Remembered, that a proclamation by the Ector County Commissioners' Court declaring the week of May 12th, 2024 through May 18th, 2024 as National Police Week and May 15th, 2023 as National Peace Officers' Memorial Day.

Whereas, Congress and the President of the United States have designated May 15th, 2024 as National Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

Whereas, The members of the law enforcement agencies in Ector County play an essential role in safeguarding the rights and freedoms of the residents of Ector County; and

Whereas, It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, The men and women of the law enforcement agency in Ector County, Texas, unceasingly provide a vital public service; now, therefore, the Ector County Commissioners' Court call upon all citizens of Ector County, Texas, and upon all patriotic, civic, and educational organizations to observe the week of May 12th, 2024 through May 18th, 2024, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Ector County to observe May 15th, 2024 as National Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Now, Therefore, Be It Resolved, that the Ector County Commissioners' Court declares the week of May 12th, 2024 through May 18th, 2024, as National Police Week, and May 15th, 2024 as National Peace Officers' Memorial Day.

Be It Further Resolved, that the Ector County Commissioners' Court urges all citizens to take the time to recognize and express their thanks to all law enforcement personnel and their families for the time and dedication they bring to the profession, especially remember the brave individuals who made the ultimate sacrifice for their community.

Signed, on the 9th day of April, 2024 in Odessa, Ector County, Texas.

Dustin Fawcett, Ector County Judge

Mike Gardner, Commissioner, Precinct #1

Greg Simmons, Commissioner, Precinct #2

Don Stringer, Commissioner, Precinct #3

Attest:

Jennifer Martin, Ector County Clerk

Billy Hall, Commissioner, Precinct #4

SCHEDULE-AT-A-GLANCE

Contact Hours (CH): Earn up to 24 CH for both In Person and Virtual

Saturday, August 24

IN PERSON

9:00 AM - 6:00 PM	Registration Center Open	
4:30 PM - 6:30 PM	Meet and Greet	

Sunday, August 25

IN PERSON

7:00 AM - 6:00 PM	Registration Center Open	
8:00 AM - 9:45 AM	Opening Ceremonies and Keynote Speaker	1.0 CH
10:15 AM - 11:45 AM	Entity Networking Sessions	1.5 CH
11:45 AM - 1:15 PM	Lunch on own	
1:15 PM - 2:30 PM	Concurrent Sessions	1.25 CH
2:30 PM - 5:30 PM	Exhibit Hall Open	
6:30 PM - 9:30 PM	Awards Dinner	

VIRTUAL

8:00 AM - 9:45 AM	Opening Plenary Session	1.0 CH
9:45 AM - 1:15 PM	Break	
1:15 PM - 2:30 PM	Concurrent Session	1.25 CH

Monday, August 26

IN PERSON

7:30 AM - 5:00 PM	Registration Center Open	
8:00 AM - 8:45 AM	Plenary Session	.75 CH
9:00 AM - 1:30 PM	Exhibit Hall/Lunch	
2:00 PM - 3:15 PM	Concurrent Sessions	1.25 CH
2:00 PM - 5:00 PM	Workshops	3.0 CH
3:45 PM - 5:00 PM	Concurrent Sessions	1.25 CH
6:30 PM - 10:30 PM	Social Event (Charlotte Motor Speedway)	

VIRTUAL

8:00 AM - 8:45 AM	Opening Plenary Session	.75 CH
8:45 AM - 10:00 AM	Break	
10:00 AM - 12:00 PM	Entity Networking	2.0 CH
12:00 PM - 2:00 PM	Break	
2:00 PM - 5:00 PM	Workshops	3.0 CH
2:00 PM - 3:15 PM	Concurrent Sessions	1.25 CH
3:45 PM - 5:00 PM	Concurrent Sessions	1.25 CH

Tuesday, August 27

IN PERSON

7:30 AM - 5:00 PM	Registration Center Open	
8:00 AM - 9:15 AM	Plenary Session	1.0 CH
9:45 AM - 11:00 AM	Concurrent Sessions	1.25 CH
11:00 AM - 12:30 PM	Lunch on own	
12:30 PM - 3:00 PM	Workshops	3.0 CH
12:30 PM - 1:45 PM	Concurrent Sessions	1.25 CH
2:15 PM - 3:30 PM	Concurrent Sessions	1.25 CH
4:00 PM - 5:15 PM	Concurrent Sessions	1.25 CH

VIRTUAL

8:00 AM - 9:15 AM	Plenary Session	1.0 CH
9:45 AM - 11:00 AM	Concurrent Sessions	1.25 CH
11:00 AM - 12:30 PM	Break	
12:30 PM - 1:45 PM	Concurrent Sessions	1.25 CH
12:30 PM - 3:30 PM	Workshops	3.0 CH
2:15 PM - 3:30 PM	Concurrent Sessions	1.25 CH
4:00 PM - 5:15 PM	Concurrent Sessions	1.25 CH

Wednesday, August 28

IN PERSON

7:30 AM - 4:00 PM	Registration Center Open	
8:00 AM - 8:45 AM	Plenary Session	.75 CH
9:15 AM - 10:30 AM	Concurrent Sessions	1.25 CH
9:15 AM - 12:15 PM	Workshops	3.0 CH
11:00 AM - 12:15 PM	Concurrent Sessions	1.25 CH
12:15 PM - 1:45 PM	Lunch on your own	
1:45 PM - 3:00 PM	Concurrent Sessions	1.25 CH
3:30 PM - 5:00 PM	Closing Session	1.5 CH

VIRTUAL

8:00 AM - 8:45 AM	Plenary Session	.75 CH
9:15 AM - 10:30 AM	Concurrent Sessions	1.25 CH
9:15 AM - 12:15 PM	Workshops	3.0 CH
11:00 AM - 12:15 PM	Concurrent Sessions	1.25 CH
12:15 PM - 1:45 PM	Break	1.25 CH
1:45 PM - 3:00 PM	Concurrent Sessions	1.25 CH
3:30 PM - 5:00 PM	Closing General Session	1.5 CH

** SCHEDULE IS SUBJECT TO CHANGE. **



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

April 2, 2024

Ector County Commissioners Court
1010 E. 8th Street
Odessa, Texas 79761

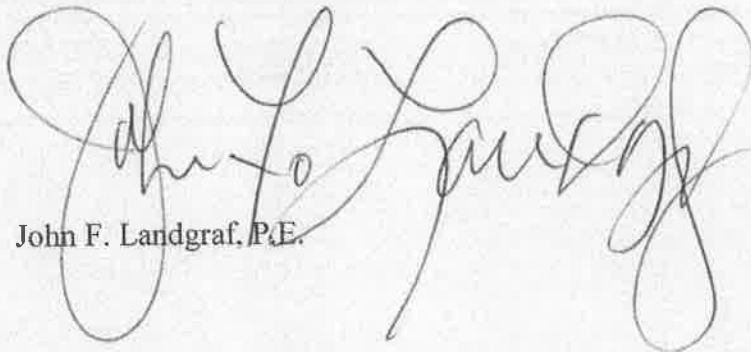
RE: White Pool House Parking Lot
Ector County Bid No. 2024-IFB-010
LCA Job No. 2023-077

Dear Ector County Commissioners Court,

We have tabulated and reviewed the bids received on March 31, 2024, on the referenced project. (Please see attachments)

We would recommend that the contract be awarded to the low bidder, Permian Paving, Inc. This bid is less than the engineer's estimate. Construction can begin as soon as possible, with 40 calendar days for the duration of the project.

Sincerely,
Landgraf, Crutcher and Associates, Inc.



John F. Landgraf, P.E.

**WHITE POOL HOUSE PARKING LOT
 BID TABULATION
 LCA JOB 2023-077**

Bid Item	Qty & Unit		Description	Permian Pa
				Unit Price
1	1566	S.Y.	Furnish compacted subgrade (6" thickness) including material, placement, sprinkling, blading, rolling	\$9.00
2	1,566	S.Y.	Furnish flexible base (6" thickness) including material, placement, sprinkling, blading, and rolling	\$15.00
3	33	S.Y.	Furnish material, equipment, and labor to place 6" Concrete for Driveway Approach	\$200.00
4	158	L.F.	Furnish material, equipment, and labor to construct 6" Standard Lipdown Curb & Gutter	\$60.00
5	51	L.F.	Furnish material and labor to construct Standard Curb & Gutter	\$60.00
6	91	L.F.	Furnish material and labor to construct Laydown Curb and Gutter	\$60.00
7	156	L.F.	Furnish equipment and labor to Demo Existing Curb & Gutter	\$60.00
8	28	S.Y.	Furnish material, equipment, and labor to construct Concrete Sidewalk	\$200.00
9	7	EA.	Furnish material, equipment, and labor to install A.D.A. Compliant Type "A" Ramps	\$8,500.00
10	1	EA.	Furnish material and labor to adjust Gas Valve Boxes	\$4,000.00
11	1	EA.	Furnish material and labor to adjust Water Valve Boxes	\$4,000.00
12	1	EA.	Furnish equipment and labor to relocate Trash Dumpster	\$6,500.00
13	1	LS	Furnish, install and maintain all SWPPP Controls	\$5,800.00
14	1	LS	Furnish, install, and maintain all signs, barricades, pavement markers, and traffic handling during the project	\$5,000.00
15	1	LS	Mobilization and De-Mobilization	\$5,000.00
16	1566	S.Y.	Furnish and place 2" Type D HMA	\$24.65
TOTAL				\$205,500.00
DATE TO BEGIN				4/1/24
CALENDAR DAYS				40

LCA
 ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
 Phone # (432) 332-5058 E-Mail: lca@lcaoflca.com F-001363
 521 North Texas, Odessa Tx. 79761
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 Planned Services, Policy and Training



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I B. A. Jinadu, M.D. M.P.H

do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.



Affiant's Signature

B. A. JINADU, MD, MPH
Printed Name

Health Authority
Position to Which Elected/Appointed

Odessa, Ector County
City and/or County

SWORN TO and subscribed before me by affiant on this _____ day of _____ 20__.

Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Printed Name

County Judge
Title



Certificate of Appointment

for a

Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

Commissioners Court for ECTOR County

Governing Body for the Municipality of _____

Director, _____ Health Department

Director, _____ Public Health District

I, Dustin Fawcett, acting in my capacity

as: (Check the appropriate designation below)

County Judge or Designee

Mayor or Designee

Non-physician and the Local Health Department Director

Non-physician and the Public Health District Director

do hereby certify the physician, B.A. Jinadu, M.D., MPH, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

Health Authority

Health Authority Designee

for the jurisdiction of Ector County, Texas.

Date term of office begins May 1, 2024

Date term of office ends April 30, 2026, unless removed by law.

I certify to the above information on this the _____ day of _____, 20____.

of Appointing Official

Signature



OATH OF OFFICE

For Health Authorities in the State of Texas

I, B.A. Jinadu, M.D., MPH, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


Affiant

3 Casa Loma Dr. 79765
Mailing Address ZIP

(661) 302-9884
(Area Code) Phone Number (day and evening)

bjinadumd@aol.com
Email Address

SWORN TO and subscribed before me this _____ day of _____, 20__.

Signature of Person Administering Oath

(Seal)

Printed Name

County Judge
Title

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MIDLAND, TEXAS,
THE CITY OF ODESSA, TEXAS,
MIDLAND COUNTY, TEXAS,
AND
ECTOR COUNTY, TEXAS

This Interlocal Agreement (the “*Agreement*”) is made and entered into this ____ day of _____, 2024, by and between the **CITY OF MIDLAND, TEXAS (“*Midland*”)**, a home-rule municipal corporation, the **CITY OF ODESSA, TEXAS (“*Odessa*”)**, a home-rule municipal corporation, **MIDLAND COUNTY, TEXAS (“*Midland County*”)**, a body corporate and politic under the laws of the State of Texas, and the **ECTOR COUNTY, TEXAS (“*Ector County*”)** a body corporate and politic under the laws of the State of Texas. Midland, Odessa, Midland County, and Ector County are each referred to herein as a “*Party*” and collectively as the “*Parties.*”

WITNESSETH:

WHEREAS, Midland, Odessa, Midland County, and Ector County find it to be in the public interest and to serve a public purpose to establish a cooperative system of interoperable radio communications for public safety and other government purposes; and

WHEREAS, Chapter 791 of the Texas Government Code (Interlocal Cooperation Contracts) authorizes local governmental entities to contract with each other to perform governmental functions and services; and

WHEREAS, Midland, Odessa, Midland County, and Ector County desire to implement such an interoperable radio network system under the advisement of a joint committee.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I.

Midland, Odessa, Midland County, and Ector County hereby commit to collectively establishing and collaboratively maintaining a Permian Basin Interoperable Radio Communications (“***PBIRC***”) to provide effective communications that support their respective public safety operations and other associated governmental functions.

II.

Midland, Odessa, Midland County, and Ector County hereby agree to establish a Permian Basin Radio Communications Committee (“***PBRCC***”), which shall be comprised of ten (10) members.

The PBRCC shall act solely in an advisory capacity to the Parties. The PBRCC shall provide recommendations for improvements of the PBIRC to ensure (a) efficient and effective interoperability and use and (b) compliance with all relevant state and federal rules, regulations and standards relating to interoperable radio communications.

III.

The PBRCC shall consist of three (3) members appointed by Midland, three (3) members appointed by Odessa, two (2) members appointed by Midland County, and two (2) members appointed by Ector County.

The governing body of each Party shall appoint their respective members within a period of ninety (90) days of the effective date of this Agreement. Said members shall have a professional background in information technology services, police protection, or fire protection.

Members of the PBRCC shall serve a term of two (2) years and may be reappointed for successive terms. In the case of a vacancy, the governing body for the Party of the vacant seat shall have a period of ninety (90) days to appoint a replacement representative.

If a Party fails to timely fill a vacancy, the PBRCC shall appoint a replacement member approved by a majority of the PBRCC members.

IV.

Each Party shall bear its own costs and expenses in fulfilling its responsibilities under this Agreement, unless otherwise agreed to in writing by all Parties.

V.

This Agreement shall be effective upon approval by the governing bodies of each Party and shall continue in full force and effect for twenty-five (25) years unless terminated subject to Article VI below.

VI.

Any Party may terminate its rights and obligations under this Agreement upon providing written notice to the other Parties at least ninety (90) days prior to the effective date of such termination.

VII.

In case any one of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Agreement.

VIII.

Nothing in this Agreement is intended to be, nor shall be construed as, a waiver of the governmental immunity by the Parties. Each Party is retaining its immunity from suit and liability. No Party is granting consent to be sued by legislative resolution or action.

The Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees; provided, however, that neither Party waives any defenses or limits of liability otherwise available under the any applicable governmental immunity laws, and Parties maintain all privileges, immunities and other rights granted by such laws.

IX.

No Party may assign this Agreement, in whole or in part, without the advance written consent of the other Parties.

X.

No Party's officers, employees, or agents shall be considered an officer, employee, or agent of the other Parties.

XI.

The Parties do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

XII.

This Agreement shall be governed by the laws of the State of Texas.

XIII.

It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners between the Parties hereto, or as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

XIV.

The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this Agreement.

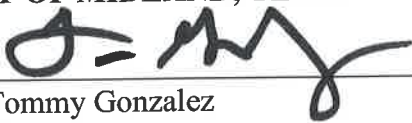
XV.

This Agreement embodies the entire agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

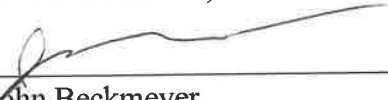
IN WITNESS WHEREOF, Midland, Odessa, Midland County, and Ector County have executed this Interlocal Agreement as of the date first above written.

EFFECTIVE DATE: The _____ day of _____, 20____.

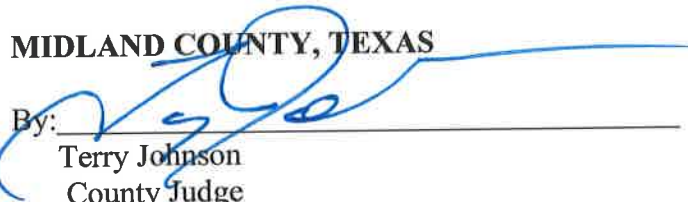
CITY OF MIDLAND, TEXAS

By: 
Tommy Gonzalez
City Manager

CITY OF ODESSA, TEXAS

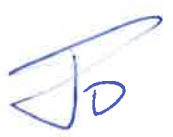
By: 
John Beckmeyer
City Manager

MIDLAND COUNTY, TEXAS

By: 
Terry Johnson
County Judge

ECTOR COUNTY, TEXAS

By: _____
Dustin Fawcett
County Judge



GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000159

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Ector _____ ("Grantee") located at 300 N Grant Ave Ste 233 Odessa _____ Texas _____ 79761. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 500000.00, to be disbursed to Grantee for the purposes of funding a [Rural Sheriff's Office Salary Assistance Grant, Rural Constable's Office Salary Assistance Grant, or Rural Prosecutor's Office Salary Assistance Grant], subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant

as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff's office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. Deficient Grant Funds. If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

- A. **Authorized Uses.** Grantee may only use grant funds as follows:
1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
 2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.
- B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

- A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:
1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
 2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

- A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.
- B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:
1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
 2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and

- b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
 - 1. require Grantee to return the grant funds or a portion of the grant funds;

2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR**

SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address

specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Ector
300 N Grant Ave Ste 233 Odessa Texas 79761

Contact Person: Dustin Fawcett
Ector County Judge
dustin.fawcett@ectorcountytexas.gov
4324984100

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

Ector

BY 

BY 

Lisa Craven
Deputy Comptroller

Dustin Fawcett
Ector County Judge

DATE 2/26/2024 | 10:01 AM CST

DATE 2/26/2024 | 6:27 AM PST

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000280

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and the Office of the District Attorney of Ector ("Grantee") located at 300 N. Grant, Room 305 Odessa Texas 79762. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 275000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office Salary Assistance Grant as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller (“Effective Date”), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff’s Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable’s Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor’s Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff’s Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff’s office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff’s office.

B. Deficient Grant Funds. If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable’s Office Salary Assistance Grant (Local Government Code, § 130.912)

A. Authorized Uses. Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
 2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.
- B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

- A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:
1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
 2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

- A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.
- B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:
1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
 2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:

- i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
 1. require Grantee to return the grant funds or a portion of the grant funds;
 2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;

3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt

requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the District Attorney of Ector
300 N. Grant, Room 305 Odessa Texas 79762

Contact Person: Dusty Gallivan
District Attorney
dusty.gallivan@ectorcountytexas.gov
4324984230

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY 

Lisa Craven
Deputy Comptroller

DATE 3/12/2024 | 5:14 PM CDT

Office of the District Attorney of Ector

BY 

Dusty Gallivan
District Attorney

DATE 3/12/2024 | 3:32 PM CDT

**ECTOR COUNTY
RURAL LAW ENFORCEMENT GRANT FUND - 007
FISCAL YEAR 2024
DEPARTMENT #007-120**

ACCOUNT NUMBER	LINE ITEM DESCRIPTION		FY 2024
007-120-5103	SALARIES, FULL TIME	\$	216,000.00
007-120-5121	SOCIAL SECURITY TAXES	\$	16,524.00
007-120-5122	HEALTH INSURANCE	\$	-
007-120-5123	RETIREMENT	\$	41,256.00
007-120-5371	WORKERS COMPENSATION	\$	744.00
007-120-5374	UNEMPLOYMENT INSURANCE	\$	432.00
TOTAL		\$	274,956.00

**ECTOR COUNTY
RURAL LAW ENFORCEMENT GRANT FUND - 007
FISCAL YEAR 2024
DEPARTMENT #007-360**

ACCOUNT NUMBER	LINE ITEM DESCRIPTION		FY 2024
007-360-5103	SALARIES, FULL TIME	\$	388,317.00
007-360-5121	SOCIAL SECURITY TAXES	\$	29,707.00
007-360-5122	HEALTH INSURANCE	\$	-
007-360-5123	RETIREMENT	\$	74,169.00
007-360-5371	WORKERS COMPENSATION	\$	6,879.00
007-360-5374	UNEMPLOYMENT INSURANCE	\$	777.00
TOTAL		\$	499,849.00



VARIANCE APPLICATION FORM

FOR USE REGARDING SUBDIVISION OR MANUFACTURED HOME RENTAL COMMUNITY DEVELOPMENT

A. VARIANCE REQUEST: I, the undersigned Applicant, hereby request a variance from the requirement of the active subdivision, or planning and development regulations, of Ector County, Texas for my proposed development project located in said county.

B. PLEASE PROVIDE THE FOLLOWING PROJECT DEVELOPMENT INFORMATION USING ADDITIONAL INFORMATION SHEET IF NECESSARY:

DATE: March 7, 2024 COMMISSIONER PRECINCT: _____

PROJECT DESCRIPTION: Westgate Acres, 7th Filing, Being a Replat of 7.80 Acres of Block 1, Westgate Acres
Subdivision _____

(INDICATE "SUBDIVISION" OR "MHRC" AND DESCRIBE/IDENTITY OF PROJECT)

TYPE: COMMERCIAL RESIDENTIAL

TRACT SIZE AND LOCATION: 7.80 Acres at Southwest corner of Mercedes Street & 42nd Street intersection

TOTAL LOTS, DIVISIONS, PARTS, OR SPACES: Lots 2-15 (14 total Lots)

PUBLIC ROAD ACCESS DESCRIPTION: 42nd Street (North) Mercedes Street (East) and 39 Street (South)

OWNER/APPLICANT: Gerardo Galindo ENGINEER: NA

Address: 7033 W. 24th Street Address: _____

Telephone: 432-703-7397 Telephone: _____

Email: galindobodyshop@outlook.com Email: _____

SURVEYOR: PiperSurveying Company

Address: P.O. Box 60432, Midland Tx 79711

Telephone: 432-559-3929

Email: Stan@PiperSurveying.com

C. PLEASE ANSWER THE FOLLOWING QUESTIONS AND ATTACH ALL REQUESTED DOCUMENTS USING ADDITIONAL INFORMATION SHEETS, IF NECESSARY:

1. Please attach copies of the following documents: (a) your subdivision plat application and/or MHRC infrastructure development plan; (b) all maps, drawings, reports, opinions, documents, or other data which support your position regarding this variance request; (c) all other documents required by this application form or the County's regulations; and (d) a list of your witnesses, if any, expected to testify before the Commissioner's Court regarding your variance request including the names, addresses, telephone numbers and a brief summary of their connection to and position regarding this matter.

2. You must timely submit this application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

This plat is dedicating approximate 8 feet of Additional ROW for Mercedes Street because existing pavement is to close to the ROW line even with a existing ROW dedication of 130' for a 2 lanes of road.

4. Will the proposed development require a permit or other approval by another government or private entity?

Yes No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

City of Odessa for Subdivision Plat within the ETJ (Not applied for yet)

Extention of Water by ECUD

5. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

Yes No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

6. Have you paid all permit fees required by the County or other government or private entity for the proposed development?

Yes No. If No, please explain why you have not done so:

7. Does a delinquent tax liability or tax lien exist on the real property made the subject of the proposed development?

Yes No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

8. Please state all the reasons to support your variance request, as well as the specific relief you request from the commissioner's court:

Lots contain more that the minumin area for residential with water supplied by ECUD but the frontage is less that 100 feet.

Lots average width is 93.7' and average area ls 0.54225 Acres

The attempt is to get the most lots and meet state requirement of 0.500 Acre per lot.

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.



Owner/Applicant Signature

Printed Name: J. Stan Piper

Title: Registered Professional Land Surveyor

Date: 4/07/2024

Receipt by County

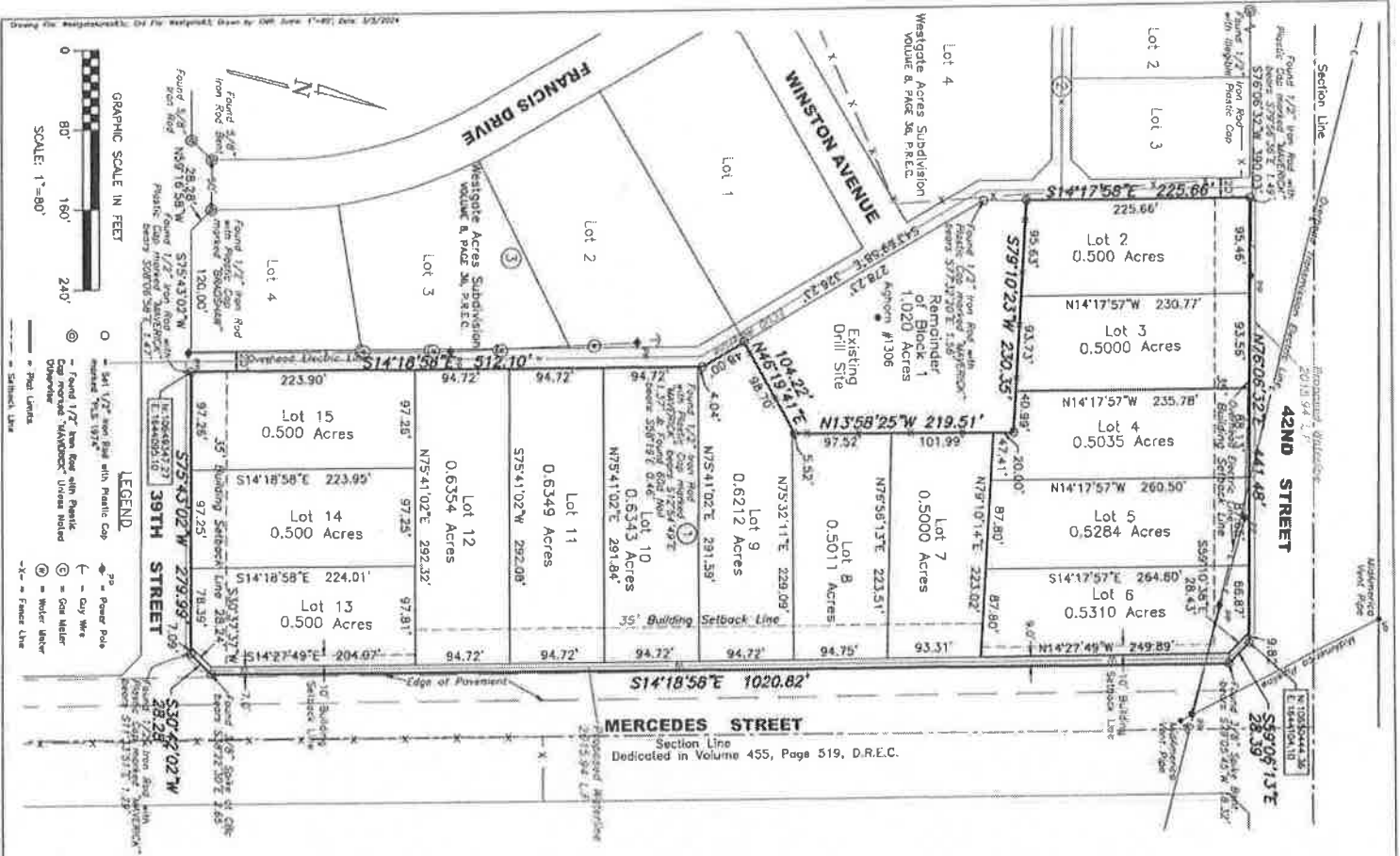
Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____



**PRELIMINARY PLAT
WESTGATE ACRES
7TH FILING**

BEING A REPLAT OF 7.80 ACRES OF BLOCK 1, WESTGATE ACRES,
A SUBDIVISION OF ECTOR COUNTY, TEXAS AS RECORDED IN
VOLUME 8, PAGE 36, PLAT RECORDS OF ECTOR COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF ECTOR:

THAT WE, THE UNDERSIGNED, GERARDO GALINDO, BEING THE PRESENT OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS LOTS 2 THRU 15, BLOCK 1, WESTGATE ACRES SUBDIVISION, 7TH FILING AND WHOSE NAMES ARE REPRODUCED HEREIN, DO HEREBY DENY TO THE USE OF THE PUBLIC ENGINEER FILED HEREIN, THE RIGHT WHEN AND WHERE SOEVER, TO USE OF THE HEREIN EXPRESSED AND ANY ELEMENTS OF HEREIN AND EXPRESS, FOR GARAGE AND TRASH COLLECTION PURPOSES IS HEREBY GRANTED.

GERARDO GALINDO OWNER
COUNTY OF ECTOR:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
2024, BY GERARDO GALINDO,

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES

GENERAL NOTES
GROUND WATER SUFFICIENCY DISCLAIMER—THE SOURCE OF THE WATER SUPPLY ATTENDED TO THIS SUBDIVISION IS GROUNDWATER UNDER THE SURFACE OF THE EARTH AND IS AVAILABLE FOR THIS SUBDIVISION. THE SUBDIVISION UNDER THIS PLAT IS AVAILABLE FOR THIS SUBDIVISION. THE FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAPS AND THE FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X WITH COMMUNITY NO. 160788, IN ECTOR COUNTY, STATE OF TEXAS. ZONE X IS NOT IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP.

STATE PLANE COORDINATE NOTE
BEARINGS, DISTANCES, AND COORDINATES ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 1983, CENTRAL ZONE, IN U.S. SURVEY FEET BASED ON CITY OF ODESSA'S CPS CONTROL POINT "ODI0" BEING A 2" ALUMINUM CAP IN CONCRETE WITH PUBLISHED VALUES OF N=116,851,640.31', E=1,164,880.72'.

RECORDS, CERTIFICATES
KNOW ALL MEN BY THESE PRESENTS,
THAT I, A STAFF ENGINEER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION ON VARIOUS DATES THRU FEBRUARY 8, 2024.

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

I, STAN PIPER, REGISTERED PROFESSIONAL LAND SURVEYOR #1974, PIPER SURVEYING CO., INC., P.O. BOX 60432 MIDLAND, TEXAS 79711; TRM NO. 10155200

THIS PLAT IS HEREBY REVIEWED AS PER THE INTERLOCAL AGREEMENT WITH THE CITY OF ODESSA FOR REGULATION OF SUBDIVISION PLATS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY THIS _____ DAY OF _____, 2024, BY THE ECTOR COUNTY PUBLIC WORKS, ECTOR COUNTY, TEXAS

JOHN F. LANGRISH, P.E.

CERTIFICATE OF DIRECTOR OF PUBLIC WORKS

I, HEREBY CERTIFY THAT ALL REQUIREMENTS OF THE "URBAN DEVELOPMENT ORDINANCE" CONCERNING SUBMISSION AND/OR APPROVAL OF INFORMATION AND DATA TO THE DIRECTOR OF PUBLIC WORKS AND THE CITY ENGINEER, REQUIRED FOR FINAL PLAT APPROVAL, HAVE BEEN COMPLIED WITH FOR THIS SUBMISSION.

DATED _____, 2024 _____ DIRECTOR OF PUBLIC WORKS

APPROVED THIS _____ DAY OF _____, 2024, BY THE PLANNING COMMISSION OF THE CITY OF ODESSA, TEXAS _____ DIRECTOR OF PLANNING

CHAIKUAN _____

FILED FOR RECORD ON THIS _____ DAY OF _____, 20____

AT _____ M. IN CABINET _____ PAGE _____ ECTOR COUNTY PLAT RECORDS.

COUNTY CLERK OF ECTOR COUNTY, TEXAS

PREPARED BY: PIPER SURVEYING CO., INC.
Form No. 10155200
Midland, Texas 79711
(432)530-7810
Contact: J. Stan Piper

OWNER: GERARDO GALINDO
7033 W. 24th Street
Odessa, Texas 79763
(432)703-7387

**WESTGATE ACRES
7TH FILING**



APPENDIX/SAATS MANUAL: EXHIBIT A
ECTOR COUNTY, TEXAS – SUBDIVISION PLAT APPLICATION FORM

DATE: August 15, 2023 COMMISSIONER PRECINCT: 4

PROPOSED SUBDIVISION: Basin Industrial South Subdivision, 2nd Filing

TRACT SIZE AND LOCATION: 43.28 Acres located in Section 47, Block 44, T-2-S, T.&P. RR. Co. Survey
Ector County, Texas

TOTAL NUMBER OF LOTS: 10

NAME OF NEAREST PUBLIC ROAD(S): Interstate Highway 20

CHECK ALL THAT APPLY:

WATER WELL
 NATURAL GAS

OTHER Septic Tanks
 OTHER _____

OWNER/APPLICANT: John & Neta Loepky ENGINEER: _____

Address: 430 US Highway 180W; Seminole, TX 79706 Address: _____

Telephone: (432)785-9905 Telephone: _____

Email: john@jnlsteel.com Email: _____

SURVEYOR:

Address: PO Box 60432, Midland, Texas 79711

Telephone: (432)550-7810

Email: stan@pipersurveying.com

- Regarding a proposed subdivision, the following documents are required to be submitted for review at the time of the Plat Application ("Application"): all documents required for subdivision plats by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for Subdivision Plat Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
- You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

Yes No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of the variance items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the subdivision be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

6. Will the subdivision require a permit or other approval by another government or private entity?

Yes No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

7. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

Yes No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

Zone A

8. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

Yes No. If No, please explain why you have not done so:

9. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

Yes No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

10. Please note the following:

(a) Do you choose to participate in the County's Voluntary Preliminary Review procedure described § 3.7 of the Regulations? Yes No. If Yes, please attach: (i) the required written notice to the County regarding that Developer's decision; and (ii) all preliminary documents (i.e., concept plan, site plan, preliminary plat or other documents deemed by you relevant regarding the development project) that you request the County to review for the voluntary preliminary review procedure.

(b) Do you choose to participate in the County's Short-Form Plat procedure described in § 3.8 of the Regulations? Yes No. If Yes, please attach all documents: (i) showing that the proposed subdivision qualifies for the Short-Form Plat procedure; and (ii) required by the Regulations for Short-Form Plat procedure submission and approval.

(c) Are you requesting a replat, plat revision, plat amendment, plat vacation, or plat cancellation of a subdivision plat pursuant to the procedure described in § 4.3 of the Regulations? Yes No. If Yes, please attach all documents: (i) explaining and showing the lot or lots to be affected by requested procedure; and (ii) which support the submission and approval of the requested procedure pursuant to the Regulations.

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.



Owner/Applicant Signature

Printed Name: J. Stan Piper

Title: RPLS #1974

Date: August 15, 2023

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR SUBDIVISION PLAT APPLICATION

Regarding a proposed subdivision development project as described in the Regulations, the following documents are required to be submitted with the Subdivision Plat Application Form:

- (a) a complete and executed Plat Application in compliance with the Regulations, with all required documents and payment of fees;
- (b) a proposed subdivision plat which is fully executed, certified, and acknowledged by the proper parties designated in the Regulations – but excluding from compliance at Plat Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County Judge, County Clerk, and County consulting engineer, and (ii) the filing or recordation of the plat;
- (c) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the Regulations regarding required plat formatting and other information, including without limitation: (i) property

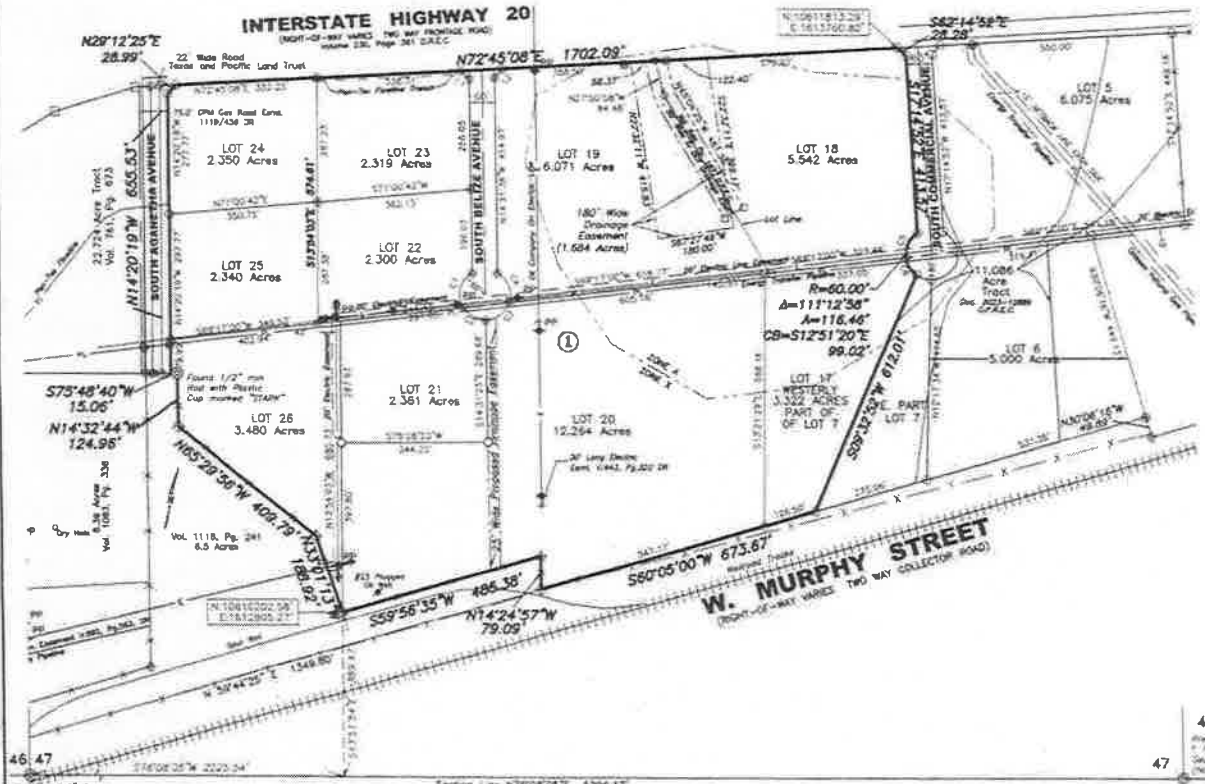
description, identifying data, and signatures; (ii) survey data; (iii) metes and bounds descriptions; (iv) lot, block, and other part dimensions; (v) water (including groundwater and surface water), sewer, and OSSF facility and service disclosures; (vi) drainage plan; (vii) topographical descriptions with contour lines; (viii) road, driveway, lot, frontage, and floodplain descriptions; (ix) utility connection requirements; (x) purchase contract disclosure; (xi) compliance with the water availability requirements of the Regulations; (xii) compliance with the active regulations of the Water District, if any, with territorial jurisdiction regarding all or part of the proposed land of the subdivision if groundwater is the source of the water for the subdivision; (xiii) lien subordination; and (xiv) plat execution and certification;

- (d) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with utility connection and plat certification requirements of the Regulations;
- (e) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the purchase contract disclosure obligation of the Developer regarding water availability implementation;
- (f) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the express limitations (and related, mandatory plat certification requirements) state in the Regulations regarding the County's construction and maintenance obligations, if any, regarding any land, road, easement, improvement, facility, or other property (i) dedicated to public use on the plat, or (ii) private property described on the plat;
- (g) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the minimum standards described in the Regulations, including: (i) compliance with federal and state law requirements, including minimum state standards regarding water (including groundwater and surface water), sewer, septic, OSSF and related facilities; (ii) compliance with specific property description, identifying data, and proper signature requirements; (iii) compliance with specific survey data requirements; (iv) compliance with specific lot and block dimension requirements; (v) compliance with the water availability requirements and wastewater requirements of the Regulations; (vi) compliance regarding a reasonable drainage plan for the subdivision, including the management of storm water runoff, pursuant to the standards described in the Regulations; (vii) compliance with specific topographical description requirements; (viii) compliance with specific road/driveway, lot frontage, and floodplain management requirements; and (ix) compliance with the development standards and requirements described in the Regulations;
- (h) a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the bond or other financial security requirements in the Regulations;
- (i) a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed subdivision development;
- (j) documents showing payment of all required fees; and
- (k) documents supporting your answers to Items (1) through (10) above.

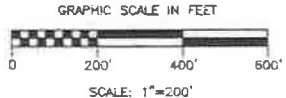
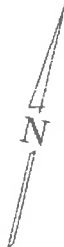
BASIN INDUSTRIAL SOUTH SUBDIVISION, 2ND FILING

BEING A RE-PLAT OF THE WEST PART OF LOT 7 AND ALL LOTS 8, 9, 10, 11, 12, 13, 14, 15 AND 16, BLOCK 1, BASIN INDUSTRIAL SOUTH SUBDIVISION AS RECORDED IN CABINET C, PAGE 144C, PLAT RECORDS OF ECTOR COUNTY, TEXAS

43.28 ACRES



- LEGEND**
- = SET 1/2" IRON ROD WITH PLASTIC WITH PLASTIC CAP MARKED "PLS 1974"
 - ⊙ = FOUND 1/2" IRON ROD WITH PLASTIC WITH PLASTIC CAP MARKED "PLS 1974" UNLESS NOTED OTHERWISE
 - = FOUND 1X3X4" CONCRETE PEDESTAL OR 4" BRASS CAP IN CONCRETE
 - ⊕ = FENCE CORNER POST FOUND AT PROPERTY CORNER
 - = PLAS LIMITS
 - PP = EXISTING POWER POLE
 - = CUI WIRE
 - E— = ELECTRIC LINE



LINE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N72°45'08"E	1702.08'	
2	S62°14'58"E	28.28'	
3	S59°56'35"W	485.38'	
4	N74°24'57"W	79.09'	
5	N14°32'44"W	124.98'	
6	S73°48'40"W	15.06'	
7	N14°20'19"W	655.63'	
8	N14°20'19"W	655.63'	
9	N14°20'19"W	655.63'	
10	N14°20'19"W	655.63'	
11	N14°20'19"W	655.63'	
12	N14°20'19"W	655.63'	
13	N14°20'19"W	655.63'	
14	N14°20'19"W	655.63'	
15	N14°20'19"W	655.63'	
16	N14°20'19"W	655.63'	
17	N14°20'19"W	655.63'	
18	N14°20'19"W	655.63'	
19	N14°20'19"W	655.63'	
20	N14°20'19"W	655.63'	
21	N14°20'19"W	655.63'	
22	N14°20'19"W	655.63'	
23	N14°20'19"W	655.63'	
24	N14°20'19"W	655.63'	
25	N14°20'19"W	655.63'	
26	N14°20'19"W	655.63'	

CURVE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N72°45'08"E	1702.08'	
2	S62°14'58"E	28.28'	
3	S59°56'35"W	485.38'	
4	N74°24'57"W	79.09'	
5	N14°32'44"W	124.98'	
6	S73°48'40"W	15.06'	
7	N14°20'19"W	655.63'	
8	N14°20'19"W	655.63'	
9	N14°20'19"W	655.63'	
10	N14°20'19"W	655.63'	
11	N14°20'19"W	655.63'	
12	N14°20'19"W	655.63'	
13	N14°20'19"W	655.63'	
14	N14°20'19"W	655.63'	
15	N14°20'19"W	655.63'	
16	N14°20'19"W	655.63'	
17	N14°20'19"W	655.63'	
18	N14°20'19"W	655.63'	
19	N14°20'19"W	655.63'	
20	N14°20'19"W	655.63'	
21	N14°20'19"W	655.63'	
22	N14°20'19"W	655.63'	
23	N14°20'19"W	655.63'	
24	N14°20'19"W	655.63'	
25	N14°20'19"W	655.63'	
26	N14°20'19"W	655.63'	

OWNER'S CERTIFICATE
 THE STATE OF TEXAS
 COUNTY OF ECTOR

WHEREAS JOHN AND META LOEPKY are the record owners of the WEST PART OF LOT 7 AND ALL LOTS 8, 9, 10, 11, 12, 13, 14, 15 AND 16, BLOCK 1, BASIN INDUSTRIAL SOUTH SUBDIVISION situated in Section 47, Block 44, T-2-S, T&P RR. Co. Survey, Ector County, Texas and more particularly described herein,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WITNESS my hand at _____ Day the _____

 _____ day of _____, 2023.

JOHN LOEPKY _____ OWNER
 META LOEPKY _____ OWNER

ACKNOWLEDGMENT
 THE STATE OF TEXAS
 COUNTY OF ECTOR

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared JOHN AND META LOEPKY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they were acting as owner, and that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES _____

PRINTED NAME OF NOTARY _____

GROUNDWATER NOTICE
 GROUND WATER SUFFICIENCY DISCLAIMER-THE SOURCE OF THE WATER SUPPLY INTENDED FOR THIS SUBDIVISION IS GROUNDWATER UNDER THE SUBDIVISION LAND NO GUARANTEE CAN BE MADE THAT ADEQUATE GROUNDWATER UNDER THAT LAND IS AVAILABLE FOR THIS SUBDIVISION

FLOOD PLANE NOTE
 The Flood Zone Classification for the surveyed property is Zones A and X by the Federal Insurance Administration Flood Hazard Boundary Map No. 481500022C-E with a date of identification of March 15, 2012, with Community No. 480798, in Ector County, State of Texas. Zone A is a special flood hazard area that is subject to flooding by the 1% annual chance of flood according to the map. Zone X is not in a special flood hazard area according to the map.

STATE PLANE COORDINATE NOTE
 Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/CORS, Central Zone, in U.S. Survey Feet.

SURVYOR'S CERTIFICATE
 KNOW ALL MEN BY THESE PRESENTS:
 That I, J. Stan Piper, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision on various dates from April 1, 2024.

J. Stan Piper
 Registered Professional Land Surveyor #1974
 Piper Surveying Co., Inc., P.O. Box 60432
 Midland, Texas 79711, Firm No. 10155200



48
 Proposed Filed in April 2023
 1/2" Scale Plat of Potentially 240
 Sec. 48, Block 44, T-2-S
 (Not all of ground)

COMMISSIONER COURT APPROVAL
 THIS PLAT IS HEREBY APPROVED THIS _____ DAY OF _____, 20____
 BY THE COMMISSIONERS COURT OF ECTOR COUNTY, TEXAS.

DUSTIN FARCETT
 ECTOR COUNTY JUDGE

FILED FOR RECORD ON THIS _____ DAY OF _____, 20____
 AT _____ M., RECORDED THIS _____ DAY OF _____, 20____
 AT _____ M. IN CABINET _____, PAGE _____, ECTOR COUNTY PLAT RECORDS

CLERK OF ECTOR COUNTY, TEXAS

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of April 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-280-5375	Other Insurance	471
FROM:	001-280-5193	Postage	471

This request is made for the following reasons:

Amend for Bond Renewal

APPROVED AND SIGNED this the 9th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 14a

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of April 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-020-5207	Subscriptions	1,400
FROM:	001-3310	Unreserved Fund Balance	1,400

This request is made for the following reasons:

Amend for Granicus Subscription

APPROVED AND SIGNED this the 9th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 15

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of April 2024, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	007-4059	Rural Law Enf Grant DA	275,000
	007-120-5103	Salaries, Full Time	216,044
	007-120-5121	Social Security Taxes	16,524
	007-120-5123	Retirement	41,256
	007-120-5371	Workers Comp	744
	007-120-5374	Unemployment Ins	432

FROM:

This request is made for the following reasons:

Amend for SB 22 Grant

APPROVED AND SIGNED this the 9th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 16

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of April 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	007-4058	Rural Law Enf Grant SO	500,000
	007-360-5103	Salaries, Full Time	388,468
	007-360-5121	Social Security Taxes	29,707
	007-360-5123	Retirement	74,169
	007-360-5371	Workers Comp	6,879
	007-360-5374	Unemployment Ins	777
FROM:			

This request is made for the following reasons:

Amend for SB 22 Grant

APPROVED AND SIGNED this the 9th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 17