

Hall County, Texas
Regular Commissioners' Court Meeting

SEPTEMBER 16, 2024

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on **September 16, 2024**, with the following members present: Ray Powell, County Judge, presiding; Ronny Wilson, Commissioner Precinct #1; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover Commissioner Precinct #4. Other County officials: Pat Snider, County Clerk; Teresa Altman, Tax Assessor/Collector; Janet Bridges, County Treasurer; Tom Heck, Sheriff; Steve Bartley, Sheriff's Deputy; J.D. Schnitker, CEA; Judy Roten, Judge Assistant.

1. OPENING PRAYER.

- a. The meeting was called to order at 10:04 AM by Judge Powell.
- b. The opening prayer was led by Judge Powell.

2. PUBLIC COMMENTS REQUESTS

No comments at this time.

**3. APPROVAL OF MINUTES OF THE REGULAR MEETING OF
AUGUST 12, 2024, AND THE CALLED MEETING OF AUGUST 29, 2024,
REGARDING THE COURTHOUSE RESTORATION UPDATE FROM
PREMIER COMMERCIAL GROUP**

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to approve the minutes of the regular meeting of August 12, 2024, and for the August 29, 2024, called meeting. Motion passed unanimously.

8. TAKE ACTION ON ADOPTION OF BUDGET OF \$3,255,589 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2024

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to adopt the budget of \$3,255,589 for the fiscal year beginning October 1, 2024, and ending September 20, 2025. Motion passed unanimously.

9. TAKE ACTION ON ADOPTION OF TAX RATE OF .799051 PER \$100 VALUATION OF PROPERTY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025

Motion by Commission Wilson and seconded by Commissioner Glover and It is the Order of the Court that the property tax rate be increased by the adoption of a tax rate of 0.799051, which is effectively a 0.78 percent increase in the tax rate. The tax rate will effectively be raised by 1.17 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$5.00. Motion passed unanimously.

10. DISCUSS AND APPROVE THE NOTICE FOR THE NOVEMBER 5, 2024, GENERAL ELECTION.

Motion by Commissioner Lindsey and second by Commissioner Glover and It is the Order of the Court to approve the Notice for the November 5, 2024, General Election. Motion passed unanimously.

Exhibit A

11. DISCUSS AND CONSIDER SIGNING THE ADDENDUM TO THE CONTRACT BETWEEN HALL COUNTY AND LOCAL GOVERNMENT SOLUTIONS LP.

Motion by Commissioner Wilson and second by Commissioner Lindsey and It is the Order of the Court to sign the addendum to the contract with LGS LP. The monthly bill will be reduced from \$988 to \$791 for 2 Full Users and 1 View Only User. Motion passed unanimously.

Exhibit B

12. DISCUSS AND CONSIDER SIGNING THE CONTRACT BETWEEN HALL COUNTY AND THE HALL COUNTY APPRAISAL DISTRICT.

Motion by Commissioner Wilson and second by Commissioner Lindsey and It is the Order of the Court to approve and sign the contract with the Hall County Appraisal District for the 2025 and 2026 years. Motion passed unanimously. Judge Powell and Tax Assessor/Collector Altman will sign the contract.

Exhibit C

13. DISCUSS REPORT RECEIVED FROM THE TEXAS COMMISSION ON ENVIROMENTAL QUALITY.

Information only, no action needed.

Exhibit D

14. DISCUSS AND CONSIDER ANNUAL PAYMENT TO PANHANDLE REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$1,999.00

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and it is the Order of the Court to approve the annual payment to Panhandle Region Planning Commission. Motion passed unanimously.

Exhibit E

**15. DISCUSS AND TAKE ACTION NECESSARY REGARDING
RESTORATION OF THE HALL COUNTY COURTHOUSE**

No Action

**16. DISCUSS AND APPROVE THE PURCHASE OF 10 BINDERS FOR
ORIGINAL BIRTH CERTIFICATES FOR THE CLERK'S OFFICE.**

Motion by Commissioner Wilson and second by Commissioner Proffitt and It is the Order of the Court to purchase the binders for the Clerk's office.

Exhibit F

**17. RATIFY THE DECISION OF COUNTY JUDGE TO SIGN THE
ENGAGEMENT LETTER (CONTRACT) FROM FOSTER, LAMBERT &
FOARD, LLC FOR THE SEPTEMBER 30,2024 AUDIT**

Motion by Commissioner Wilson and seconded by Commissioner and It is the Order of the Court to ratify the decision of County Judge, Ray Powel, to sign the Engagement Letter (Contract) from Foster, Lambert & Foard, LLC for the 9/30/2024 audit. Motion passed unanimously.

**18. ORDER DESIGNATING DAY OF WEEK ON WHICH COURT WILL
CONVENE IN A REGULAR TERM: TEX.LOC.GOV'T. CODE §81.005(a)**

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to set the Regular Commissioner's Meeting on the second Monday of each month. Motion passed unanimously.

Took a break at 10:54 AM and reconvened at 10.57 AM. Same attendance.

**19. DISCUSS AND TAKE ACTION ON REQUEST FROM SHERIFF HECK
ON SB22 GRANT FUNDING FOR THE SHERIFF'S DEPARTMENT
AND/OR JAIL**

Nothing at this time.

20. DISCUSS AND APPROVE UNIFORM ALLOWANCE PAYMENT FOR SHERIFF'S OFFICE

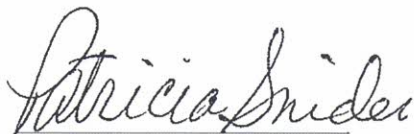
The current uniform allowance for the Sheriff's Department is \$400 per officer, per year. Sheriff Heck was wanting Treasurer Bridges to write each office a check for \$400 for each to purchase uniform items. Treasurer Bridges informed the Commissioner's Court that to write a check from a budget line required an invoice/receipt. After further discussion, no action was taken.

21. DISCUSS, CONSIDER, AND TAKE ACTION ON THE USE OF EQUIPMENT, MATERIALS, PURCHASES, AND OTHER COUNTY MATTERS, COUNTY WORK, PROJECTS, EXTRA HELP ON HIRING OF ROAD EMPLOYEES ON COUNTY ROADS AND BRIDGES BY COMMISSIONERS IN EACH PRECINT

Motion by Commissioner Lindsey and seconded by Commissioner Wilson and It is the Order of the Court to move the October Regular Commissioner's Court Meeting to October 15, 2024, at 10:00 AM, due to Monday, October 14, 2024, is the day to observe Columbus Day. Motion passed unanimously.

22. ADJOURNMENT

Motion by Commissioner Wilson and seconded by Commissioner Glover and It is the Order of the Court to adjourn the meeting at 11:08 AM. Motion passed unanimously.



Patricia Snider
Hall County Clerk

FILED 2024 SEP 26 AM 9:03
HALL COUNTY/DISTRICT CLERK



NOTICE OF GENERAL ELECTION
AVISO DE ELECCIÓN GENERAL

EXHIBIT A

To the registered voters of the County of HALL, Texas:

(A los votantes registrados del Condado de HALL, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 5, 2024, for voting in a general election to elect PRESIDENT (presidential electors, if applicable), Members of Congress, Members of the Legislature, and state, district, county and precinct officers.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 5 de noviembre de 20 24 para votar en la Elección General para elegir el presidente (electores presidenciales, si es aplicable), Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado y del precinto.)

On Election Day, voters must vote in the precinct where registered to vote, unless the countywide polling place program is being used in the election.

(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para votar, a menos que el programa de sitios de votación del condado se está utilizando en la elección.)

Location of Election Day Polling Places Include Name of Building and Address (Sitios de votación el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Number(s) (Número de precinto)
CITY OF MEMPHIS COMMUNITY CENTER, 721 ROBERTSON ST.	101, 202, 302, 402
CITY OF LAKEVIEW LOBBY, 13400 HWY 256, LAKEVIEW	201
CITY OF ESTELLINE LOBBY, 5074 BURNET ST., ESTELLINE	301
BOB WILLS COMMUNITY CENTER, 602 LYLES ST., TURKEY	401C only, 401C/ISD

During early voting, a voter may vote at any of the locations listed below:

(Durante Votación Adelantada, los votantes podrán votar en cualquiera de los sitios de votación nombradas abajo.)

Location of Main Early Voting Polling Place Include Name of Building and Address (Sitio principal de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
HALL COUNTY COURTHOUSE ANNEX	OCT 21 - NOV 1, 2024 (HOURS LISTED BELOW)

Locations for Branch Early Voting Polling Places Include Name of Building and Address (Sitios sucursal de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
HALL CVOUNTY COURTHOUSE ANNEX	OCT 21 - OCT 25, 2024 M - F 8:00 AM - 5:00 PM
COMMISSIONER'S COURTROOM	OCT 26, 2024 SATURDAY, 7:00 AM - 7:00 PM
101 S 9TH ST.	OCT 27, 2024 SUNDAY, NOON - 6:00 PM
MEMPHIS, TX 79245	OCT 28 - NOV 1, 2024, 7:00 AM - 7:00 PM

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

PATRICIA SNIDER

Name of Early Voting Clerk

(Nombre del Secretario/a de la Votación Adelantada)

101 S 9TH ST.

Address *(Dirección)*

MEMPHIS 79245

City *(Ciudad)*

Zip Code *(Código Postal)*

806-259-2627

Telephone Number *(Número de teléfono)*

psnider@co.hall.tx.us

Email Address *(Dirección de Correo Electrónico)*

<https://www.co.hall.tx.us/page/hall.District.County.Clerk>

Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10 / 25 / 2024

(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10 / 25 / 2024

(date)(fecha)

Issued this _____ day of _____, 20____.

(day)

(month)

(year)

(Emitada este día _____ de _____, 20____.)

(día)

(mes)

(año)

Signature of County Judge *(Firma del Juez del Condado)*

EXHIBIT B

Addendum 2

Exhibit 1

Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between HALL COUNTY, TEXAS ("COUNTY") with administrative offices located at 512 W. Main Street, Memphis, Texas, and Local Government Solutions, L.P. ("VENDOR"), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to decrease the total number of clerk users by one (1) making the new total two (2) full users; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS12-00391 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Hall County Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Hall County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 2:

Schedule A. The following amendments to Schedule A shall be made:

County and District Clerk

All Modules	Number of Licenses	Licensing, Maintenance and Support License Cost	Monthly Cost
County and District Clerk			
Full User - Reduction	1	297.00	\$(297.00)
Total Proposed Decrease for County and District Clerk			\$(297.00)

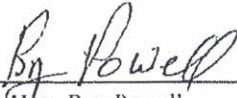
Monthly Commitment

Current Billing	\$988.00
Addendum 1	\$100.00
Addendum 2	\$(297.00)
New Monthly Billing for County and District Clerk	\$791.00

Agreed to this the 16TH day of SEPT., 2024 and hereby amended by the
Commissioners Court Minute Order No 11 of Hall County, Texas.

Approved by:


Hall County, Texas



Hon. Ray Powell
Hall County Judge

Date: 9-16, 2024

Local Government Solutions, L.P.



William E. Hazeldean
President

Date September 3, 2024

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Hall County Appraisal District

112 S. 5th St. Memphis, Texas 79245

PHONE (806)259-2393 FAX (806)259-2384

Visit our website @ www.hallcad.org Email: hallcad@hotmail.com

August 13, 2024

Judge Ray Powell, County Judge
Hall County
101 S. 9th St., Suite # 4
Memphis, Texas 79245

Dear Judge Powell,

Please find enclosed a contract for the years 2025 through 2026 for your review. If Hall County is in agreement with its terms, sign and return a copy to us.

The contract carries the same terms as the 2022 – 2024 contract; however, if you have a question please contact us.

Yours truly,



Gina Chavira, CTA, CCA
Chief Appraiser

CONTRACT FOR APPRAISAL, ASSESSMENT, AND COLLECTION SERVICES

Effective the 1st day of January, 2025, the Hall County Appraisal District (hereinafter called "the district") and **HALL COUNTY** (hereinafter called the "Taxing Unit"), enter in to the following agreement:

I.

Purpose

The parties to this agreement wish to consolidate the assessment and collections of property taxes in one agency, the Hall County Appraisal District. The Appraisal District enters this agreement to eliminate the duplication of the existing system and to promote governmental efficiency. The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and Texas Government Code, Chapter 791.

II.

Term

This contract shall be effective beginning January 1, 2025 to December 31, 2026, provided, however, that the District shall complete performance of services to be performed for any tax year after December 31, of that year, if the District finds extension necessary.

III.

Definitions

- (A) "Appraisal District" means that political subdivision of the State of Texas created pursuant to the Code, which is required by law to appraise all property within its boundaries for ad valorem tax purposes.
- (B) "Assessment" means the functions set forth in Chapter 26 of the Code. This term shall include the calculation of an effective tax rate and any other calculated rates required by the laws of State of Texas, unless the Taxing Unit otherwise designates this function, in writing, to be done by an outside source.
- (C) "Chief Appraiser" shall mean the administrative officer, selected pursuant to Section 6.05 of the Code.
- (D) "Collection" include all of the duties and requirements found in Chapters 31 through 34 of the Code.
- (E) "Expenses" shall mean all expenses, whether designated for appraisal, assessment, or collection functions, incurred in the operation and maintenance of the District, which are properly accounted for such purpose under generally accepted accounting principles.

III.

Services to Be Performed

- (A) The District shall appraise all taxable real property within the District for the Taxing Unit, which is a party to this contract. The District shall provide the Taxing Unit with an appraisal roll containing 100% of market value (as defined by the Code in section 1.04(7) for each item of property within the Taxing Unit, which has been appraised by the District. The District shall perform this function using accepted appraisal techniques. The District agrees to maintain all necessary records for this purpose.
- (B) To enable the District to effectively serve all taxing units which contract with District for the collection of taxes, Taxing Unit must set its annual tax rate not later than the 30th day of September or the 60th days after Taxing Unit receives its certified appraisal roll, whichever is later, of each year. If the annual tax rate is not adopted timely, Taxing Unit shall be responsible for all expenses incurred by District for the delivery of Taxing Unit tax statements in a separate notice or mailing. Similarly, if separate tax bills for Taxing Unit are required due to a successful rollback election or due to any other reason not resulting from the negligence of the District, Taxing Unit shall pay for all costs associated with the delivery of separate tax bills or notices for Taxing Unit.
- (C) Taxing Unit shall retain the responsibility for complying with the statutory requirements for adopting its annual tax rates as specified in Chapter 26 of the Texas Property Tax Code. Taxing Unit shall be responsible for the publication of the public notices required by law prior to the adoption of the annual tax rates for Taxing Unit.
- (D) The District shall collect the taxes, current and delinquent, owed to the Taxing Unit participating in this agreement. The District further agrees to perform for the Taxing Unit all of the duties provided by the laws of the State of Texas for collection of taxes for said Taxing Unit.
- (E) The District shall perform all of the functions in the definitions section of this contract. Specifically, the District agrees to prepare tax statements for each taxpayer. The tax statement shall include taxes owed to the Taxing Unit on which the taxpayer owes taxes. The District shall mail said tax statements to each taxpayer owing taxes to Taxing Entities.
- (F) Taxing Unit authorizes the District to approve, on behalf of Taxing Unit, all refunds pursuant to Texas Property Tax Code, Section 31.11. Refunds for any purpose may be made from tax collections otherwise due to Taxing Unit, or, if there are not sufficient tax collections to make the refund, Taxing Unit shall, at the request of the Chief Appraiser, return to the District sufficient money to pay the refund within 20 business days from the date of receipt of the request. If refunds on more than 100 parcels are necessitated due to an election regarding tax rates, or for any other reason not attributable to the negligence of

the District, Taxing Unit shall pay the costs of such refunds. The District shall report to Taxing Unit all refunds made on behalf of Taxing Unit.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the District shall withhold the dishonored amount previously distributed to Taxing Unit from tax collections otherwise due to be distributed to Taxing Unit. If there are not sufficient tax collections due to be distributed to Taxing Unit, Taxing Unit shall promptly refund to the District sufficient sums upon request by the Chief Appraiser within 20 business days from the date of receipt of the request.

- (G) The Taxing Unit hereby designates the Chief Appraiser as its Assessor-Collector/Records Management Officer for purpose of compliance with Chapter 26 of the Texas Property Tax Code, as amended. In addition, the parties agree that the Chief Appraiser of the District shall perform all duties required by law of the Tax Assessor-Collector of the Taxing Unit in regard to assessing and collecting ad valorem taxes.
- (H) District will obtain an independent audit and furnish a copy annually.

IV.

Duties of the Chief Appraiser

The Chief Appraiser of the Hall County Appraisal District shall use reasonable diligence in valuing all taxable property, both real and personal. The Chief Appraiser shall provide an appraisal roll to Taxing Units as required by the Code.

V.

Method of Payment

- (A) Taxing Units shall participate in the costs of operating the District in which its properties are located by paying a portion of the amount of the budget for such District equal to the proportion that the total dollar amount of property taxes imposed in the District for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of the property taxes imposed in the District for that year as is provided by Section 6.06(d) of the Code.
- (B) The total annual allocation to be paid by Taxing Unit for each calendar year shall be estimated after the adoption of each budget. As set forth in Section 6.06(c) of the Code, each Taxing Unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1st of the year in which the budget takes effect. The Second, Third, and Fourth quarter payments shall be due on April 1st, July 1st, and October 1st, respectively, of each calendar year. A payment

is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of five percent (5%) of the amount of the payment and accrues interest at an annual rate of ten percent (10%). If the budget is amended, any change in the amount of the Unit's allocation is apportioned among the payments remaining. At its choosing, the Hall County Appraisal District may withhold quarterly payments from collections if not paid by scheduled payment dates of January 1st, April 1st, July 1st, and October 1st.

- (C) Nothing herein shall prohibit the Chief Appraiser and the Governing Body of Taxing Unit from agreeing to a different method of payment.
- (D) An increase in Taxing Unit's allocation due to any budget amendment shall be apportioned among the quarterly payments remaining during each budget year.
- (E) Those funds necessary for Taxing Unit's share of the total costs of the Hall County Appraisal District Office, as determined by the annual budget, shall be remitted without delay to a depository designated by the Hall County Appraisal District Board of Directors. The funds shall be disbursed only by written check, draft, or order signed by the proper official of officials as authorized by resolution of the Hall County Appraisal Board.
- (F) The Appraisal District shall charge the Taxing Unit two percent (2%) of the total tax collections and two percent (2%) of the delinquent taxes collected as the fee for collecting. All forms and supplies will be paid for by the District unless so specified.
- (G) In the event the allocation payments received for any budgeted year exceeds the actual cost of assessing, collection, or record keeping, the excess allocation will be applied to the following year's allocation payment.

VI.

Remittance of Collections

The taxes collected for Taxing Unit shall be remitted to Unit at least monthly. Money collected shall be remitted no later than the 10th day of the month next following the month in which sums are collected. Reports of collections shall be made as prescribed by Section 31.10 of the Code.

VII.

Administrative Provisions

- (A) All expenses incurred by the District for the assessment and collections of taxes and record-keeping, together with the expense of appraisal and administration, shall be clearly kept on the books and records of the district, and the Taxing Unit or their designated representatives are authorized to examine the records to be kept by the District at such reasonable times

and intervals as the Taxing Unit deems fit. Such books and records will be kept in the office of the District.

- (B) The District agrees to obtain surety bond for the Chief Appraiser acting in his/her capacity as Assessor-Collector for each for the taxing units. Such bonds shall be payable to each taxing unit.
- (C) The District shall not be liable to the Taxing Unit on account of any failure to collect taxes, nor shall the Chief Appraiser be liable unless the failure to collect taxes results from some failure on their part to perform the duties imposed upon them by law and by this agreement.

VIII.

Retention of Right to Choose Attorney

Taxing Unit reserves the right to contract with an attorney for collection of delinquent taxes.

IX.

Option to Terminate

It is expressly agreed and understood should either party's governing body desire to terminate this agreement, it shall give written notice of its intention to terminate this agreement to the other governing body at least six (6) months prior to the expiration of this agreement. It is expressly agreed and understood that failure to give notice as herein provided will bind both parties to the contract.

X.

Applicable Law

The provisions of the Property Tax Code shall control the operation of the Appraisal District and the duties of the Chief Appraiser, whether relation to the appraisal of property, the assessment of taxes, or the collection of taxes, and any law or action of the unit participation in this agreement found to be in conflict with the Code shall be null and void as far as the operation of the Appraisal District or the performance of its functions is concerned.

XI.

Additional Expense

Any additional expense caused by a taxing entity to the District will be reimbursed to the District by the Taxing Entity, which originated the expense. Any other Taxing Entity, which had no involvement in incurring the additional expense, will in no way be responsible for the added cost to the District. For example, expenses to the Appraisal District caused by a successful rollback election would be paid by the entity involved in the rollback election. No other entity would be responsible for any of the added costs to the Appraisal District.

XII.

Survivorship of Benefits

This agreement shall be binding on an inure to the benefit of the respective parties and their successors hereto.

IN WITNESS WHEREOF, these presents are executed as of the _____ day of _____, _____.

Hall County Appraisal District

Hall County

ATTEST: BY _____
Board of Director

ATTEST: BY _____
County Judge

ATTEST: BY _____
Board of Director

ATTEST: BY _____
Tax Assessor Collector

Ray Powell

EXHIBIT D

From: Morgan Dean <morgan.dean@tceq.texas.gov>
Sent: Wednesday, August 21, 2024 8:49 AM
To: hallcojudge@dtgoftexas.com
Cc: DamsInfo
Subject: Hall County HB 137 Data Report
Attachments: HALL.pdf

Ray Powell,

Per the Texas Water Code Section 12.052(e-4), the Texas Commission on Environmental Quality is providing a report of the dams located in your area with high or significant hazard classifications. The report includes the location, condition, hazard, and the latest emergency action plan type. Please note that a dam's embankment may cross into more than one county/city. If a dam that was previously reported as high or significant is no longer on your list, the hazard has changed to low hazard. A condition listed as N/A on a report means that an inspection of that dam has not occurred. The EAP column indicates if an Emergency Action Plan has been submitted to TCEQ Dam Safety.

We are required to send these reports to the emergency management director, or designee, for each municipality or county in which the dam is located and the executive director or equivalent position of each council of government or local or regional development council for the area in which the dam is located. If you are not the appropriate person to receive these reports, please respond to this email with the contact information (name and email) for the appropriate local emergency management director or council of government representative.

If you have any questions, please contact Michael Wood, PE at michael.wood@tceq.texas.gov or 512-239-1268.

Dam Safety Program, Critical Infrastructure Division
Texas Commission on Environmental Quality
12100 Park 35 Circle, Bldg. A
Austin, Tx 78753

TX Num	Dam Name	County	Latitude	Longitude	Hazard	Condition	Overall Owner Status	EAP	COG	CITY
TX03718	LAKEVIEW WS SCS SITE 3 DAM	HALL	34 714771	-100.865870	SIGNIFICANT	FAIR	PUBLIC	NO	PRPC	
TX03719	LAKEVIEW WS SCS SITE 5 DAM	HALL	34 739861	-100.822127	SIGNIFICANT	FAIR	PUBLIC	NO	PRPC	
TX03720	LAKEVIEW WS SCS SITE 4 DAM	HALL	34 745348	-100.852556	SIGNIFICANT	FAIR	PUBLIC	YES	PRPC	
TX04463	LAKEVIEW WS SCS SITE 6 DAM	HALL	34 693722	-100.802100	SIGNIFICANT	GOOD	PUBLIC	NO	PRPC	
TX04691	LAKEVIEW WS SCS SITE 15 DAM	HALL	34 693387	-100.676529	SIGNIFICANT	GOOD	PUBLIC	NO	PRPC	
TX04870	LAKEVIEW WS SCS SITE 14 DAM	HALL	34 723232	-100.693814	HIGH	GOOD	PUBLIC	NO	PRPC	
TX05795	LAKEVIEW WS SCS SITE 13 DAM	HALL	34 716252	-100.710107	HIGH	GOOD	PUBLIC	NO	PRPC	

EXHIBIT E

Panhandle Regional Planning Commission

INVOICE



REMIT TO:
PO Box 9257
Amarillo, Texas 79105

Project No.:	569000	Invoice No:	
Issue Date:	19-Aug-24	HAL-221-25	

Hall County
Attn: Powell Ray; Judge
512 W Main Street, Suite 4
Hall County

Re: FY25 PANCOM Maintenance Fair-Share Commitment

Period Covered	Description	Amount
10/01/24 through 09/30/25	<p>PANCOM Maintenance and Operations:</p> <p>PRPC will provide preventive/responsive maintenance and operational support services for the entire PANCOM system, including that which serves <u>Hall County</u>; ensuring that the system continues to function properly to meet its intended purpose. Maintenance and operations services to be provided include:</p> <p>(a) Routine Maintenance and Operations</p> <ul style="list-style-type: none">• Ensure leases on all private-owned tower sites supporting PANCOM are paid on a timely basis;• Ensure utility payments on PRPC-controlled tower sites are paid on a timely basis;• Ensure the PANCOM system's frequency licenses are kept current with the FCC;• Ensure critical PANCOM system components are insured against major loss;• Conduct scheduled maintenance on all PANCOM tower sites on at least a semi-annual basis;• Continually monitor system health via the PRPC's Network Operating Center (NOC);• Continue to analyze and plan for further system refinements to further improve the effectiveness of the PANCOM system; and• Provide system training as requested. <p>(b) During and After Duty Hours Emergencies</p> <ul style="list-style-type: none">• Be on-call 24/7 to respond to service calls;• Trouble-shoot service issues as they arise, utilize the NOC to quickly diagnose the issues and arrange for necessary repairs/adjustments on a timely basis;• Provide for warranty work that may be necessary for PANCOM equipment, for as long as such warranties exist; and• Assist with dispatch roll-over in the event of major catastrophic loss of a PANCOM tower site• Maintain the Mobile Communications Trailer in operation readiness in the event of a regional disaster or catastrophic failure of a PANCOM tower site <p>(c) Extraordinary Maintenance</p> <p>In the event of a major catastrophic failure of a critical piece of PANCOM equipment, due to age or wear-and-tear, which cannot be covered by the existing insurance policy, PRPC may have to request a supplemental contribution from all participating jurisdictions. Any such extraordinary maintenance work will be conducted solely at the cost of the equipment and third-party installation costs; if necessary.</p>	
	TOTAL INVOICE AMOUNT:	\$1,999.00

For Emergency Maintenance or Repair Issues, contact PRPC's PANCOM staff:

Daytime/Weekday Hours: Shane Brown at (806) 372-3381

Nighttime/Weekends/Holidays: Shane Brown at (806) 576-8863



August 19, 2024

The Honorable Ray Powell
Judge, Hall County
512 W Main Street, Suite 4
Memphis, TX 79245

RE: FY25 Fair-Share Regional Interoperable Communications System (PANCOM) Request

Dear Judge Powell,

Each year around this time, Hall County receives a letter like this from the PRPC requesting assistance with the annual costs of maintaining the regional public safety radio communications system – PANCOM. A similar letter goes out to every other County Judge and Mayor in the Panhandle as most jurisdictions are now working on their budgets for the coming year. I'm pleased to say that for the past 8 years now; almost 98% of the region's jurisdictions have regularly provided their Fair Share toward the annual maintenance of this regionally shared system.

PANCOM not only supports radio communications for the region's Law, Fire and EMS agencies; it also provides a back-haul for the Panhandle's 911 system; for call-recording purposes and as a fail-over whenever phone fiber cuts occur. PANCOM is a multi-purpose system that serves critical public safety functions that benefit the entire Panhandle.

The PRPC works to leverage all available resources to keep these annual requests as minimal as possible. PANCOM's primary budget components include federal funding, which continues to decline each year; regional 911 funding, which can only be used for limited purposes; and, the Local Fair Share contributions. For FY25, the system's annual operating budget will be split between these three components as follows.

Federal Homeland Security Funding:	49.70%
Regional 911 Contributions:	27.09%
Local Fair Share Contributions:	<u>23.20%</u>
Total of Budget Components:	100.00%

For FY25, the PRPC is asking Hall County to consider making a Fair Share contribution toward the annual maintenance of PANCOM in the amount of \$1,999.00. This request is summarized below.

Hall County's FY25 PANCOM Fair-Share Request

The County's Total Fair-Share Amount:	\$1,999.00 *
<i>* (works out to about \$166.58 a month)</i>	
The County's Fair-Share Amount as a % of the Total FY25 PANCOM Budget:	00.42%

PANCOM was fully built with federal funding under the State Homeland Security Program (SHSP) and PRPC staff has been charged by the PRPC Board with keeping the system operational year-to-year. However, we can only do so for as long as the Panhandle's cities and counties continue to pitch in with their Fair Share support.

Because resources are limited, we work to cut operating costs whenever possible. For instance, this upcoming year, the PRPC will apply for funds to replace the most expensive leased tower in the PANCOM system with a regionally owned tower. This will reduce the system's annual system maintenance costs next year and every year to follow. These types of efforts help in building long-term system sustainability; not only by reducing costs but also in creating the opportunity for revenue generation. If in the future we're able to lease space on these towers to private tenants, those lease payments will offset the costs of operating PANCOM and further reduce the system's reliance on federal and local funding.

Realizing that every city and county in the region has to be frugal with their budget, we have worked to keep the 2025 PANCOM budget to the extreme bare minimum. However, that makes full participation in the FY25 Fair-Share drive all the more important. Every local contribution will be vital to maintaining the health of the PANCOM system throughout FY25.

With the on-going support of Hall County and the other cities and counties of the Panhandle, the PRPC will continue to be good stewards of this system on the region's behalf. Enclosed with this letter is a statement of the County's FY25 PANCOM Fair-Share Request. If the County agrees to provide this share, we ask that the payment be made by October 1 or shortly thereafter.

If you have questions or need more information, please call myself or Lori Gunn, PRPC Regional Services Director, at (806) 372-3381. Thank you Judge.

Sincerely,



Michael J. Peters
Executive Director

Copy:

EXHIBIT F

GOVERNMENT FORMS AND SUPPLIES

A DIVISION OF BEAR GRAPHICS

Quotation

PROPSAL FOR

Patricia Snider
Hall County & District Clerk
Elections Official
806-259-2627

PROPSAL BY

Kerry Frierson
325-977-0278

SUBJECT

Blue Canvas Post Binders-Birth Record

DATE PREPARED

9-12-24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10	Blue Canvas Post Binders-Birth Record	\$123.21	\$1232.10
	Freight	\$52.80	\$52.80
		Total	\$1284.90

COMMENTS

SALESPERSON

Kerry Frierson

DATE OF PROPOSAL

9-12-24

PHONE NUMBER

325-977-0278

TERMS

Net 30

F.O.B.

Factory

DELIVERY DAYS

28-35

PROP. IS EFF. UNTIL

9-30-24

All proposed prices are for immediate acceptance unless otherwise stated, and are subject to change without notice. Shipment will be made as indicated after receipt of confirming order or return of approved proofs.

Order Acceptance

Please enter our order for the items specified above.

PURCHASER

BY

DATE