

THE STATE OF TEXAS
COUNTY OF CHILDRESS

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IN COMMISSIONERS COURT
REGULAR MEETING
JANUARY TERM

On this the Regular Meeting 8th day of January, A.D. 2024 the Commissioners' Court of Childress County, Texas, convened in a Regular Meeting at the regular meeting place in the Childress County Courthouse with the following members assembled and composing said Court:

**KIMBERLY JONES
JEREMY HILL
MARK ROSS
KEVIN HACKLER
RICK ELLIOTT
BARBARA SPITZER**

**COUNTY JUDGE
COMMISSIONER PRECINCT 101
COMMISSIONER PRECINCT 201
COMMISSIONER PRECINCT 301
COMMISSIONER PRECINCT 401
COUNTY CLERK**

MINUTE 028:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliott to approve previous minutes as presented.
Motion carried unanimously.

MINUTE 029:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve monthly reports as presented.
Motion carried unanimously.

MINUTE 030:2023

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Mark Ross to approve Inmate Housing Contract for Foard County.
Motion carried unanimously.

MINUTE 031:2023

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Mark Ross to table changing the pay period for the Sheriff's Office to the next regular meeting.
Motion carried unanimously.

MINUTE 032:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve Resolution Ordinance to comply with Federal Signal Program on CR17.
Motion carried unanimously.

MINUTE 033:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Kevin Hackler to approve purchase of a 2018 Truck for Precinct 1 with ARPA Funds in the amount of \$100,525.10.

Motion carried unanimously.

MINUTE 034:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to amend the approved 2024 County Holidays to say December 24-26, Tuesday - Thursday.

Motion carried unanimously.

MINUTE 035:2023

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Mark Ross to approve letting out bids from 1/8/2024 to 3/8/2024 for bank depository.

Motion carried unanimously.

MINUTE 036:2023

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Mark Ross to approve keeping Quanah Oil Company and **NOT** letting out bids for fuel.

Motion carried unanimously.

MINUTE 037:2023

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve the monthly bills in the amount of \$180,659.96.

Motion carried unanimously.

MINUTE 038:2023

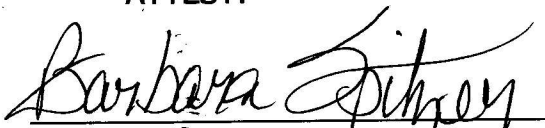
Commissioner Kevin Hackler made the motion, duly seconded by Commissioner Rick Elliott to adjourn.

Motion carried unanimously.

The above and foregoing minutes of the Commissioners' Court of Childress, Childress County Texas, were read and approved on the 12th day of February 2024.

ATTEST:

APPROVED:


BARBARA SPITZER, COUNTY CLERK


KIMBERLY R. JONES, COUNTY JUDGE

FILED FOR RECORD
CHILDRESS COUNTY, TEXAS
2024 FEB 15 AM 9:20
BARBARA SPITZER
DISTRICT CLERK

CONTRACT FOR INMATE HOUSING SERVICES

STATE OF TEXAS §
 §
COUNTY OF CHILDRESS §

This Contract and Agreement made and entered into by and between the County of Foard, acting by and through its duly authorized representative, and the County of Childress, acting by and through its duly authorized representative, to be effective upon the signing date of this document through September 30, 2024.

WHEREAS, Childress County houses inmates in a facility having been duly inspected and certified as being suitable for inmate housing; and

WHEREAS, Foard County, in order to carry out and conduct its inmate housing in an economical, beneficial and safe environment and in conjunction with the laws of the state of Texas, has need of the use of secure jail facilities to house and maintain inmates; and

WHEREAS, Childress County desires to make its jail facility available to Foard County for such use and purpose, and Foard County desires to contract for the use of said jail:

PROVISIONS AND SERVICES

- A. This contract and Agreement is entered into by and between Childress County and Foard County whereby Foard County will contract for as needed beds only and subject to availability.
- B. It is further agreed between Childress County and Foard County that the daily rate per inmate shall be \$55.00.
- C. Said amount per inmates housed for Foard County shall be billed by Childress County and paid monthly by Foard County.
- D. All dental, medical, mental health, psychological testing, and laboratory services will be billed to Foard County with said Foard County being responsible for all medical expenses incurred by their inmates during incarceration;
- E. Prescription drugs for Foard County's inmates will be the responsibility of Foard County;
- F. If a Foard County inmate requires hospitalization, then Foard County shall furnish a guard at Foard County's expense for the duration of said inmates hospitalization if more than 12 hours of hospitalization is needed;

- G. Foard County shall be responsible for the transportation of all Foard County inmates to and from the Childress County jail.
- H. In addition, all Foard County inmates must bond out in Foard County, unless they have a relative on site to transport the inmate back to Foard County.

ASSURANCES

- A. The Childress County jail shall comply with all applicable state laws;
- B. The Childress County jail will be operated in accordance with standards promulgated by the State of Texas;
- C. Any changes regarding price or cost will be agreed upon by both Childress County Commissioners and Foard County Commissioners.

TERMINATION

The Contract may be terminated by either party by giving thirty (30) days written notice to the other party hereto of the intention to terminate.


CONTRACT PERIOD

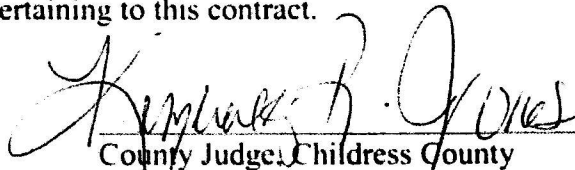
The Contract period will be effective on the signing date, until midnight of the 30th day of September, 2024, with an option to renew for an additional twelve (12) month period. Allowable per diem rates may be adjusted annually with concession of both parties.

DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

Childress County and Foard County hereby designate the below referenced individuals to serve as its representatives in all matters pertaining to this contract.


County Judge, Foard County


County Sheriff, Foard County


County Judge, Childress County


County Sheriff, Childress County



Bruckner's Truck & Equipment Retail Proposal

Date: _____

CUSTOMER INFORMATION

Name: **Childress County Pct 1**

Name: _____

Address: **100 avenue East Nw**

CSZ: **Childress Texas 79201**

Phone: _____ Cell: **(940) 585-9999**

Fax: _____ Contact: _____

Email: **jhillbilly03@yahoo.com**

EQUIPMENT INFORMATION

Stock #: _____

Year: **2018**

Make: **Mack**

Model: **Ch613**

VIN: **1m1an07y8jm027457**

Salesperson: **Aaron Barton**

EQUIPMENT SPECIFICATIONS

Engine Make:		Wheelbase:	
Horsepower:		Frame:	
Engine Brake:		Interior Trim:	
Transmission:		Wheels Front:	
Front Axle:		Wheels Rear:	
Rear Axle:		Tire Size:	
Rear Suspension:		Tire Front:	
Ratio:		Tire Rear:	

Chassis Includes the Following Local Extras:

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Trade-In Information:	Trade 1:	Trade 2:	Each	Multiple total
Allowances:			\$100,000.00	\$100,000.00
VIN:			-	
Year:				
Make:				
Model:				
Payoff:				
Quantity: 1				
OTHER CHARGES:				
Tax, Title, and License Fees (Estimated):				
Purchase Coverage	Type: _____		39.50	39.50
Insurance	Type: _____			
Dealer Inventory Tax and Doc Fees			485.60	485.60
Cash Down Payment:				
TOTAL:			\$100,525.10	\$100,525.10

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

RESOLUTION NO. _____

AN ORDINANCE AUTHORIZING ADVANCE FUNDING AGREEMENT FOR VOLUNTARY MAINTENANCE BY A LOCAL GOVERNMENT (OFF-SYSTEM)

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the BSNF Railway highway-rail grade crossing DOT 274770D, crossing County Road 17 (CR17) near Childress, Texas, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local Government officials for an inspection; and

WHEREAS the Diagnostic Team found that highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

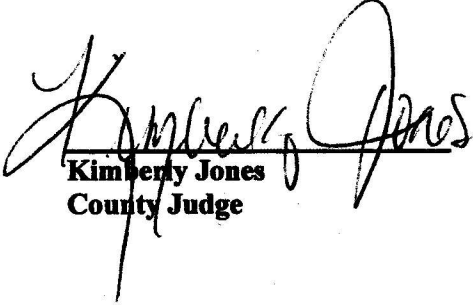
WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossing into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, Childress County, shall receive from TxDOT at no cost, the installed roadway signage that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, Childress County agrees to maintain the installed roadway signage and maintain the trees and vegetation along the roadway approaches for the adequate visibility of the crossing signals and advance warning signs to the standards of Childress County and in compliance with the TMUTCD.

WHEREAS, Childress County, authorizes an Advance Funding Agreement for Voluntary Maintenance (Off-System) with Texas Department of Transportation for the Childress County to maintain the installed roadway signage and maintain the trees and vegetation along the roadway approaches for the adequate visibility of the crossing signals and advance warning signs in the standards of Childress County. The authorized representative of Childress County is authorized to execute all documents necessary to complete this transaction.

Signed and agreed on this day 8th, January 2024.




Kimberly Jones
County Judge



Mark Ross
Precinct 2 Commissioner



Rick Elliott
Precinct 4 Commissioner



Jeremy Hill
Precinct 1 Commissioner



Kevin Haekler
Precinct 3 Commissioner



Barbara Spitzer
District Clerk

CCSJ #			
AFA CSJs			
District #		AFA ID	
Code Chart 64 #			
Project Name			

STATE OF TEXAS §

COUNTY OF CHILDRESS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
MAINTENANCE BY A LOCAL GOVERNMENT (OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), and Childress County, acting by and through its duly authorized officials ("Local Government").

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration ("FHWA") and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 ("**Section 130**") provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified the BNSF Railway ("**Railroad**") highway-rail grade crossing DOT 274770D, crossing County Road 17 (CR 17) in Childress County, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a Section 130 project with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a Section 130 project, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a Section 130 project; and,

WHEREAS, the Local Government desires a Section 130 project within its jurisdiction consisting of passive railroad warning to active railroad signal upgrade ("**Section 130 Project**") and understands that the **Section 130 Project** will upgrade or install new sign, which are provided in Attachment B, that the Local Government will be responsible for maintaining; and

CCSJ #		
AFA CSJs		
District #		AFA ID
Code Chart 64 #		
Project Name		

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order 1/8/2024, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the Section 130 Project, the Local Government will fund and maintain the signs, maintain the trees and vegetation along the roadway approaches for the adequate visibility of the crossing signals and advance warning signs within the local jurisdiction listed in Attachment in accordance with applicable standards of Childress County and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("TDLR") as meeting or

CCSJ #			
AFA CSJs			
District #		AFA ID	
Code Chart 64 #			
Project Name			

consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
Childress County 100 Ave E NW Box 1 Childress, Texas 79201	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.