102 West Austin Street, Suite 205 Jefferson, Texas 75657



(903) 665-3261 Fax (903) 665-8732

#### Hon. Leward J. LaFleur

Commissioner J.R. Ashley Marion County Judge Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 30<sup>th</sup> January, 2023 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2<sup>nd</sup> Floor, Jefferson, TX and that the following subjects will be discussed:

- 1. Consent agenda:
  - a. Consider approval of minutes January 6, 2023
  - b. Court to examine all accounts and reports relating to finances of County
  - c. Court to audit and settle all accounts against County and direct their payment
  - d. Consider approval of bond: Jennifer Bedford, Deputy County Clerk
  - e. County Auditor to make financial report
- 2. Enter into minutes CEU hours for Susan Anderson, Marion County District Clerk.
- 3. Enter into minutes 2022 Continuing Education transcript for Karen G. Jones, Tax Assessor-Collector.
- 4. Scott Stebbins to present to the court a Proclamation commending the Marion County Commissioners Court.
- 5. Kevin Thompson to address the court regarding reducing the speed limit on Liberty Road in Marion County.
- 6. Consider for approval Marion County Sheriff to present racial profiling report.
- 7. Consider for approval Marion County Constable Pct. 2 Full Exemption Racial Profiling Report.
- 8. Consider for approval Investment Policy, Strategy and Resolution for 2023.
- 9. Consider for approval i3 Public Sector Master Agreement for Net Data Applications including Application Hosting, i-Ticket and GHS Collections authorizing County Judge to sign agreement, ordering document and Inter-local Agreement for backup storage sites.
- 10. Consider for approval authorization of County Auditor to issue Bid Request #2023-01 for Modernization of Annex & Jail Elevators with ARPA Revenue Loss Federal Funds.
- 11. Consider for approval Memorandum of Understanding with Harleton WSC for Texas Community Development Block Grant 2023/2024 Grant Fund, authorizing County Judge to sign.

- 12. Consider for approval additional end of year transfers/amendments for FY2022 as presented by Auditor.
- 13. Consider for approval submission of certification of sufficient qualified signatures on petition for Local Option Election to legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1.
- 14. Consider for approval order to accept petition with sufficient qualified signatures for Local Option Election to legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1.
- 15. Order Local Option Election to legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1 to be held on the uniform election date of Saturday, May 6, 2023.
- 16. Consider for approval joint election contract for May 6, 2023.
- 17. Consider for approval renewal participating in the Affordable Care Act Reporting and Tracking Service (ARTS) for 2023, authorizing County Judge to sign.
- 18. Consider for approval acceptance of GLO Contract No 22-130-023-D898 for \$75,000 CDBG Local Hazard Mitigation Planning Program authorizing County Judge to sign.
- 19. Update on Marion County Jail Project.
- 20. Court to enter into Executive Session pursuant to Government Code Section 551.076 (Deliberation regarding security devices or security audit).

Leward J. LaFleu County Judge

Marion County, Texas

23 JAN 26 PM 1: 00

# MINUTES OF MARION COUNTY COMMISSIONERS' COURT JANUARY 30, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on January 30, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1 JACOB PATTISON, COMMISSIONER, PRECINCT #2 -- ABSENT RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3 GERED R. LEE, COMMISSIONER, PRECINCT#4

#### ITEM NO. 1

#### **CONSENT AGENDA:**

- a. ORDER APPROVING MINUTES OF MEETING ON JANUARY 6, 2023
- b. <u>ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING</u>
  TO FINANCES OF THE COUNTY
- c. <u>ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT</u>
- d. ORDER TO APPROVING BOND: JENNIFER BEDFORD, DEPUTY COUNTY CLERK
- e. ORDER TO AUDITOR FINANCIAL REPORT

Motion by Ashley, seconded by Meisenheimer to approve consent agenda. All members present voted Aye. Motion carried 3-0.

#### ITEM NO. 2

# ORDER TO APPROVE CEU HOURS FOR SUSAN ANDERSON, MARION COUNTY DISTRICT CLERK

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

#### ITEM NO. 3

# ORDER TO APPROVE 2022 CONTINUING EDUCATION TRANSCRIPT FOR KAREN G. JONES, TAX ASSESSOR-COLLECTOR

Motion by Meisenheimer, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

#### ITEM NO. 4

# SCOTT STEBBINS TO PRESENT TO THE COURT A PROCLAMATION COMMENDING THE MARION COUNTY COMMISSIONERS COURT.

Presentation Only No Action Taken

#### ITEM NO. 5

# KEVIN THOMPSON TO ADDRESS THE COURT REGARDING REDUCING THE SPEED LIMIT ON LIBERTY ROAD IN MARION COUNTY.

Presentation Only No Action Taken

#### ITEM NO. 6

# ORDER TO APPROVE MARION COUNTY SHERIFF TO PRESENT RACIAL PROFILING REPORT

Motion by Meisenheimer, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "C" attached

#### **ITEM NO. 7**

### CONSIDER FOR APPROVAL MARION COUNTY CONSTABLE PCT. 2 FULL EXEMPTION RACIAL PROFILING REPORT

No Action Taken See Exhibit "D" attached

#### ITEM NO. 8

### ORDER TO APPROVE OUR INVESTMENT POLICY, STRATEGY AND RESOLUTION FOR 2023

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0

See Exhibit "E" attached

#### ITEM NO. 9

ORDER TO APPROVE I30 PUBLIC SECTOR MASTER AGREEMENT FOR NET DATA APPLICATIONS INCLUDING APPLICATION HOSTING, I-TICKET AND GHS COLLECTIONS AUTHORIZING COUNTY JUDGE TO SIGN AGREEMENT AND IT INCLUDES FRANKILIN COUNTY AND SULPHUR SPRING POLICE DEPARTMENT ORDERING DOCUMENT AND INTER-LOCAL AGREEMENT FOR BACKUP STORAGE SITES

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "F" attached

#### ITEM NO. 10

# ORDER TO APPROVE AUTHORIZATION OF COUNTY AUDITOR TO ISSUE BID REQUEST #2023-01 FOR MODERNIZATION OF ANNEX & JAIL ELEVATOR WITH ARPA REVENUE LOSS FEDERAL FUNDS

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 3-0.

See Exhibit "G" attached

#### **ITEM NO. 11**

ORDER TO APPROVE MEMORANDUM OF UNDERSTANDING WITH HARLETON WSC FOR TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT 2023/2024, GRANT FUND, AUTHORIZING COUNTY JUDGE TO SIGN.

Motion by Meisenheimer, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "H" attached

#### **ITEM NO. 12**

#### ORDER TO APPROVE ADDITIONAL END OF YEAR TRANSFERS/AMENDMENTS FOR FISCAL YEAR 2022 AS PRESENTED BY AUDITOR

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "I" attached

#### ITEM NO. 13

ORDER TO APPROVE THE SUBMISSION OF CERTIFICATION OF SUFFICIENT QUALIFIED SIGNATURES ON PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE "THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES" IN JUSTICE OF THE PEACE PRECINCT NO. 1.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "J" attached

#### ITEM NO. 14

ORDER APPROVING THE ORDER TO ACCEPT PETITION WITH SUFFICIENT QUALIFIED SIGNATURE FOR LOCAL OPTION ELECTION TO LEGALIZE "THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES" IN JUSTICE OF THE PEACE PRECINCT NO. 1.

Motion by Ashley, seconded by Meisenheimer to approve consent agenda. All members present voted Aye. Motion carried 3-0.

See Exhibit "K" attached

#### ITEM NO. 15

ORDER ACCEPTING LOCAL OPTION ELECTION TO LEGALIZE "THE LEGAL SALE OF ALL ALCOHLIC BEVERAGES INCLUDING MIXED BEVERAGES" IN

# JUSTICE OF THE PEACE PRECINCT NO. 1 TO BE HELD ON THE UNIFORM ELECTION DATE OF SATURDAY, MAY 6, 2023

Motion by Meisenheimer, seconded by Ashley to approve consent agenda. All members present voted Aye. Motion carried 3-0.

See Exhibit "L" attached

#### **ITEM NO. 16**

#### ORDER TO APPROVE A JOINT ELECTION CONTRACT FOR MAY 6, 2023

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "M" attached

#### **ITEM NO. 17**

# ORDER TO APPROVE RENEWAL PARTICIPATING IN THE AFFORDABLE CARE ACT REPORTING AND TRACKING SERVICE (ARTS) FOR 2023, AUTHORIZING COUNTY JUDGE TO SIGN

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 3-0.

See Exhibit "N" attached

#### **ITEM NO. 18**

#### ORDER TO APPROVE THE ACCEPTANCE OF GLO CONTRACT NO 22-130-023-D898 FOR \$75,000 CDBG LOCAL HAZARD MITIGATION PLANNING PROGRAM AUTHORIZING COUNTY JUDGE LEWARD LAFLEUR TO SIGN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "O" attached

#### **ITEM NO. 19**

#### **UPDATE ON MARION COUNTY JAIL PROJECT**

Discussion Only No Action Taken

#### ITEM NO. 20

# COURT TO ENTER INTO EXECUTIVE SESSION PURSUANT TO GOVERNMENT CODE SECTION 551.076 (DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDIT).

Entered into Executive Session at 9:33 a.m. Came out of Executive Session at 9:50 a.m. No Vote Taken

#### **ORDER TO ADJOURN**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0. Meeting adjourned at 9:51 a.m.

\*

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of the foregoing minutes.

COUNTY ELERK

**COUNTY JUDGE** 

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK



# COUNTY & DISTRICT CLERKS'

# ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

# Susan Anderson

Marion County, District Clerk

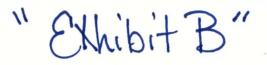
For completing the required 20 Hours of Continuing Education for 2022 as prescribed in Section 51.605 of the Texas Government Code.

In Witness therefore, recognition is hereby made this January 2023.

Patti L. Henry, President

A Sizi

Julie Smith, Vice President





#### Tax Assessor-Collector Association Professional County Assessor-Collector Maintenance Transcript

Reporting Period: 1/1/2022 - 12/31/2022

Hon. Karen Gale Jones Tax Assessor-Collector Marion County PO Box 907 Jefferson, TX 75657

ID: 226351

Phone: (903) 665-3281 Fax: (903) 665-8732

Enrolled Date: 01/01/2017

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

Date	Description	<b>Earned Hours</b>
01/01/2022	Excess hours carried from 2021	10.00
04/13/2022	Longview Regional Meeting	5.00
06/16/2022	Ethics for County Tax Assessor-Collectors (taken at TACA Conference)	0.00
06/16/2022	88th Annual Tax Assessor-Collectors Association Conference	13.25
08/03/2022	40th Annual Election Law Seminar for County Election Officials	21.00
	Total Hours for Year:	49.25

You have met your education requirements for the period 01/01/2022 - 12/31/2022.

You may carry forward to the next reporting period 10.00 hours.

"Exhibit C"

# Racial Profiling Report | Full

agency Name: MARION CO. SHERIFF'S OFFICE

Reporting Date: 01/12/2023 TCOLE Agency Number: 315100

Chief Administrator: DAVID O. CAPPS

Agency Contact Information:

Phone: (903) 665-7201

Email: david.capps@co.marion.tx.us

Mailing Address:

P.O. BOX 547

JEFFERSON, TX 75657-0547

This Agency filed a full report

MARION CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>MARION CO. SHERIFF'S OFFICE</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>MARION CO. SHERIFF'S OFFICE</u> if the individual believes that a peace officer employed by the <u>MARION CO. SHERIFF'S OFFICE</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>MARION CO</u>. <u>SHERIFF'S OFFICE</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>MARION CO</u>. <u>SHERIFF'S OFFICE</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual:
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MARION CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

# Total stops: 313

-	
Street address or approximate location	of the stop
City street	5
US highway	34
County road	62
State highway	191
Private property or other	21
Was race or ethnicity known prior to sto	p?
Yes	4
No	309
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	47
White	241
Hispanic / Latino	24
Gender	
Female	86
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	74
Hispanic / Latino	0
Male	227
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	35
White	167
Hispanic / Latino	24
Reason for stop?	
Violation of law	104
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	74

Hispanic / Latino	2											
Contraband	6											
Alaska Native / American Indian	0											
Asian / Pacific Islander	0											
Black	0									•		
White	6											
Hispanic / Latino	0		,									
Probable	9											
Alaska Native / American Indian	0											
Asian / Pacific Islander	1											
Black	0											
White	6											
Hispanic / Latino	2											
Inventory	1											
Alaska Native / American Indian	0											
Asian / Pacific Islander	0											
Black	0	_										
White	1											
Hispanic / Latino	0											
Incident to arrest	4											
Alaska Native / American Indian	0											
Asian / Pacific Islander	0											
Black	0											
White	4											
Hispanic / Latino	0											,
Was Contraband discovered?										,		
Yes	17				Di	d th	o fir	dina	rooul	. :		
	.,								resul			
Alaska Native / American Indian	0					es		ia eqi	ual pre	lo lo	0 us coir	ımn)
Asian / Pacific Islander	1					es				lo	0	
Black	0					es				lo	0	
White	15					es				lo	14	
Hispanic / Latino	1					es			N		1	
No	11					,	Ū			0	•	
Alaska Native / American Indian	0											
Asian / Pacific Islander	0											
Black	0											
White	8											
Hispanic / Latino	3											

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning	137
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	20
White	111
Hispanic / Latino	6
Citation	167
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	26
White	124
Hispanic / Latino	17
Written warning and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Citation and arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	2
Hispanic / Latino	0
Arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Arrest based on	
Violation of Penal Code	4
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Submitted electronically to the

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The Texas Commission on Law Enforcement

# " Exhibit D" Racial Profiling Report | Exempt

Agency Name: MARION CO. CONST. PCT. 2

Reporting Date: 01/11/2023 TCOLE Agency Number: 315102

Chief Administrator: STUART J. GREER

Agency Contact Information:

Phone: (903) 278-5200

Email: jeff.greer@co.marion.tx.us

Mailing Address:

PO Box 232

JEFFERSON, TX 75657

#### FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' icial duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: STUART J. GREER

Constable Pct. 2

Date: 01/11/2023

Submitted electronically to the



The Texas Commission on Law Enforcement

#### I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

This policy serves to satisfy the statutory requirements of the Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. See attachment A: Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually according to Government Code 2256.005(e).

#### Funds Included

This investment policy applies to all financial assets of all funds of the County of Marion, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasury, unless expressly prohibited by law or unless it is in contravention of any depository contract between Marion County and any depository bank.

#### County's Investment Officer

In accordance with Sec. 116.112(a), Local Government Code and/or Government Code Sec. 2256.005 (f) and (g), the county Investment officer, under the direction of the Marion County Commissioners Court, may invest county funds that are not immediately required to pay obligations of the county. The Commissioners Court shall designate by resolution one or more officers or employees as investment officer. See attachment A: Resolution to Adopt Investment Policy.

If the investment officer(s) has a personal business relationship with an entity – or is related within the second degree by affinity or consanguinity to an individual – seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest or relationship – with the Texas Ethics Commission and the Commissioners Court in accordance with Government Code 2256.005 (i). In section 2256.005 (i) of the Government Code, a personal business relationship is defined as:

- a. Owning 10 percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization;
- b. Receiving funds by the investment officer from the business organization that exceed 10% of the investment officer's gross income from the previous year; or
- c. Acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

#### II. INVESTMENT OBJECTIVES

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners Court resolution in accordance with Sec. 2256.005(d). See Attachment B.

#### Safety and Maintenance of Adequate Liquidity

Marion County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

#### Diversification

It will be the policy of Marion County to diversify its portfolio to manage the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity. Cash flow of the County will be analyzed to meet payable dates (i.e., payroll and vendor payments).

#### Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

#### Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the county is 5 years (60 months).

#### Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256.008 for the County Investment Officers through courses and seminars offered by independent investment professional organizations and associations in order to insure the quality, capability and currency of the Investment Committee in making investment decisions. Training under this section must include education in investment controls,

security, risks, strategy risks, market risks, diversification of investment portfolio, and compliance with government code Chapter 2256.

#### **Investment Strategies**

In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed for each of the funds under Marion County's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed and adopted by resolution at least annually.

#### III. Investment Types

#### Authorized

The Marion County Investment Officer(s) shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Bank;
- B. Direct obligations of this state or its agencies and instrumentalities;
- C. Interest bearing banking deposits that are guaranteed or insured by;
  - (1) The Federal Deposit Insurance Corporation or its successor; or
  - (2) The National Credit Union Share Insurance Fund or its successor;
- D. A no-load money market mutual fund if the mutual fund:
  - (1) Is registered with and regulated by the Securities and Exchange Commission;
  - (2) Provides the investing entity with a prospectus and either information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.); and
  - (3) Complies with federal securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).
- E. A no-load mutual fund permitted if the mutual fund:
  - (1) Is registered with and regulated by the Securities and Exchange Commission;
  - (2) Provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; and
  - (3) Complies with federal Securities and Exchange Commission Rule 2a-7, promulgated under the Investment Company Act of 1940;

- (4) Has an average weighted maturity of less than two years; and
- (5) Either:
  - (a) has a duration of one year or more and is invested exclusively in obligations approved by chapter 2256; or
  - (b) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
- F. (1) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by section 2256.016. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with section 2256.014 and the investment policies and objectives adopted by the investment pool.
  - (2) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must furnish to the investment officer or authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum the following information:
    - (a) The types of investments in which money is allowed to be invested;
    - (b) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
    - (c) The maximum stated maturity date any investment security within the portfolio has;
    - (d) The objectives of the pool;
    - (e) The size of the pool;
    - (f) The names of the members of the advisory board of the pool and the dates their terms expire;
    - (g) The custodian bank that will safekeep the pool's assets;
    - (h) Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
    - (i) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
    - (i) The name and address of the independent auditor of the pool;
    - (k) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
    - (l) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
    - (m) The pool's policy regarding holding deposits in cash.
  - (3) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must furnish to the investment officer or other authorized representative of the entity:
    - (a) Investment transaction confirmations; and
    - (b) A monthly report that contains, at a minimum, the following information:
      - (1) The types and percentage breakdown of securities in which the pool is invested;
      - (2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;
      - (3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
      - (4) The book value versus the market value of the pool's portfolio, using amortized cost valuation;
      - (5) The size of the pool;
      - (6) The number of participants in the pool;
      - (7) The custodian bank that is safekeeping the assets of the pool;

- (8) A listing of daily transaction activity of the entity participating in the pool;
- (9) The yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- (10) The portfolio managers of the pool; and
- (11) Any changes or addenda to the offering circular.
- (4) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- (5) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
- (6) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than .995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ration between .995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
- (7) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, a public funds investment pool must have an advisory board composed:
  - (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
  - (b) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- (8) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- (9) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections 2, 3(b) and 6 must be posted on the website.
- (10) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.
- (11) In an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.
- G. Certificates of deposit or share certificate is an authorized investment under GC 2256.010 if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:
  - (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
  - (2) secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the

- certificates, but excluding those mortgage backed securities of the nature described by Sec. 2256.009 (b) of the PIA; or
- (3) secured in any other manner and amount provided by law for deposits of the investing entity.

In addition to the authority to invest funds in certificates of deposit under section G above, an investment in certificates of deposit made in accordance with the following conditions are authorized investments under Government Code 2256.010:

- (1) the funds are invested by an investing entity through:
  - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
  - (b) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the investing entity appoints the depository institution selected by the investing entity under Subdivision(1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission and operating pursuant to the Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

#### Prohibited

Marion County will not use any of the following investment instruments:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index

- (5) investing in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in section III (E)
- (6) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in section III (E)
- (7) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in section III (D) and (E) in an amount that exceeds 10 percent of the total assets of the mutual fund.

#### IV. Investment Responsibility and Control

#### **Investment Institutions Defined**

The Marion County Investment Officer(s) shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and current Depository Contract:

- (1) Depository Bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC or its successor or the National Credit Union Share Insurance Fund or its successor.
- (3) Public funds investment pools: or
- (4) Government securities broker and dealers.

#### See Exhibit I

#### Qualifications for approval of Investment Institutions

In accordance with 2256.005 (k), a written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of section 2256.005 (k) a "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract or exercise investment discretion in regard to the investing entity's funds. Nothing in section 2256.005 (k) relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

- a. Received and reviewed the investment policy of the county; and
- b. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

- 1. Is dependent on an analysis of the makeup of the entity's entire portfolio;
- 2. Requires an interpretation of the subjective investment standards, or;
- 3. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority..

The investment officer may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k) presented at Exhibit II.

Marion County has chosen to have each investment institution we do business with to review the Marion County Investment Policy and complete the form attached as Exhibit II.

#### Standards of Operation

The Investment Officer(s) shall develop and maintain written procedures for the operation of the investment program, consistent with this investment policy.

#### Delivery Vs. Payment

According to Section 2256.005 (b)(4) (E), it will be the policy of the County that all securities, except for investment pool funds and mutual funds, will settle using the "Delivery vs. Payment" (DVP) basis through the Federal Reserve System. By doing so, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

#### Audit Control

The Marion County Investment Officer(s) will establish liaison with the Marion County Auditor in preparing investment forms to assist with the accounting and auditing control. The Investment Officer(s) is subject to audit by the outside auditing firm. In addition, the Marion County Commissioners' Court, at a minimum, will have an annual audit of all County funds by an independent auditing firm as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies.

#### Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and probable income to be derived. Investment of funds shall be

governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determine-tin shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer has responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

#### V. Investment Reporting and Performance Evaluation

#### Quarterly Report

At least quarterly, the Investment officer(s) shall prepare and submit to the Commissioners' Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the county on the date of the report;
- (2) be prepared jointly by all investment officer(s) of the county;
- (3) be signed by each of the investment officer(s) of the county;
- (4) contain a summary statement, of each pooled fund group that states the:
  - (a) beginning market value for the reporting period;
  - (b) ending market value for the period; and
  - (c) fully accrued interest for the reporting period.
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the county for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the county as it relates to:
  - (a) the investment strategy expressed in the county's investment policy; and
  - (b) relevant provisions of this chapter.

The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period. If an entity invests in other than the money market mutual funds, investment pools or accounts

offered by its depository bank in the form of certificates of deposit or money market accounts or similar accounts, the reports prepared by the investment officers under section 2256.023 shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

#### Notification of Investment Changes

Any significant changes in current investment methods and procedures shall be made a part of the open records of the Marion County Commissioners' Court prior to any implementation of same.

#### VI. Investment Collateral and Safekeeping

#### Collateral or Insurance

Marion County shall insure that all county funds are fully collateralized or insured consistent with federal and state laws and the current Bank Depository Contract in one or more of the following manners:

- (1) FDIC insurance coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Obligations of the State of Texas or its agencies and instrumentalities; and
- (4) Securities of federally-sponsored U.S. Agencies and instrumentalities of the United States Government.

#### Safekeeping:

All purchased securities shall be held in safekeeping by the County or a County account in a third party financial instate-tin, or with the Federal Reserve Bank.

All certificates of deposit, insured by FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the county or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

t transfer of the second of th
ADOPTED in open court at a Regular Meeting of the Marion County Commissioners' day of January, 2023.
court this 30 day of January, 2023.
Leward J LaFleur, County Judge
AND N
J.R. Ashley, Commissioner Precinct #1
Absent Jacob Pattison, Commissioner Precinct #2
1
Ralpt Mush m
Ralph Meisenheimer, Commissioner Precinct #3
Gered Lee, Commissioner Precinct #4
ATTEST
Kim Wise, Marion County Clerk
E E E E E E E E E E E E E E E E E E E
ATTEST:  Kim Wise, Marion County Clerk

#### Exhibit II

I hereby certify that I have personally read and understand the investment policy and procedures of Marion County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Marion County will be directed towards precluding imprudent investment activities and protecting the County from credit risk.

All employees of this institution dealing with Marion County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This institution pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

(Institution)
(Representative)
(Representative's Title)
(Registration or Dealer Number)
(Signature)
(Date)

#### Exhibit I

#### APPROVED LIST OF INVESTMENT INSTITUTIONS

VERABANK

NORTH EAST TEXAS CREDIT UNION

# RESOLUTION OF THE MARION COUNTY COMMISSIONERS' COURT RELATING TO STATE MANDATED INVESTMENT POLICY Attachment A

WHEREAS, Sec. 2256.005 (f) of the Government Code specifies: "Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds."....;

WHEREAS, it shall be the responsibility of the County Auditor to determine the amount of funds, which are available for investment and advise the Commissioners' Court of said amount;

WHEREAS, an Investment Committee comprised of the Marion County Treasurer, County Judge, and County Auditor, shall be the Investment Officers of Marion County, Texas,

NOW, THEREFORE BE IT RESOLVED that the Marion County Treasurer, Judge, and Auditor, shall be the investment officers of the County.

ADOPTED this 30 day of January, 2023.

Leward J LaFleur, County Judge

J.R. Ashley, Commissioner Precinct #1

Jacob Pattison, Commissioner Precinct #2

Ralph Meisenheimer, Commissioner Precinct #3

Gered Dee, Commissioner Precinct #4

ATTEST: Kim Wise, Marion County Clerk

#### Marion County Investment Strategy Attachment B

Marion County, Texas maintains portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities, which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the state final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

Leward J LaFleur, County Judge

Leward J LaFleur, County Judge

Jacob Pattison, Commissioner Precinct #1

Ralph Meisenheimer, Commissioner Precinct #3

Gerea Lee, Commissioner Precinct #4

Kim Wise, Marion County Clerk

"Exhibit F"

# 3 PUBLIC SECTOR

#### MASTER AGREEMENT

Effective as of January 30 2023 (the	"Effective Date").					
By and Between	And					
i3 Verticals, LLC ("i3")	And Marion County ("Client")					
40 Burton Hills Blvd., Ste. 415	102 W. Austin St. Ste. 205					
Nashville, TN 75482	Jefferson, TX 75657					
Attention: Dave Graves	Attention: Leward LaFleur					
Telephone No.: (800)-465-5127	Telephone No.: 903-665-3261					
E-mail Address: graves@netdatacorp.net	E-mail Address: leward.lafleur@co.marion.tx.us					
Client and i3 may each be referred to individually as a "	Party" and together as the "Parties."					
"Ordering Document"), each of which is incorporated by  _X_NET Data Applications Annex	and other services and equipment to Client (each a cire Page, the General Terms and Conditions, any Solution-noted below and the applicable quote or proposal (each an reference and expressly made a part of the Agreement.  _X_ GHS Collections Annex					
GFA, Payroll, Payroll Online Annex	TrueSign Annex					
Clerk Connect Annex	ILEMS Annex					
_X_ I-Ticket Annex	ODR Annex					
uVisionPLUS PRO Annex	InterOP Annex					
Law Enforcement Annex	EZCourt Pay Payment Platform					
CJT Case Management Annex	Credit/Debit Payment Processing					
This Agreement may be executed in counterparts, and eany documents executed, scanned and transmitted electric deemed original signatures for purposes of this Agreeme	each counterpart will be deemed an original. Facsimiles, conically either with or without electronic signatures will be nt.					
The parties have executed this Master Agreement as of the	he Effective Date.					
3:						
By: 0-+-	Client:					
Name: Dowe Graves	By: Signature					
Title: CEO	Name: Leward J LaFleur					
Date: 1/30/2023	Title: Marion County Judge					
Mary Annual State of the State	Date: January 30, 2023					



#### GENERAL TERMS AND CONDITIONS

- SaaS Solution Subscription; Solution Software License.
  - (a) Software as a Service. i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
  - (b) Solution Software License. For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
  - (c) Scope. Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
  - (d) Add-Ons. Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
  - (e) Updates. i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.

#### (f) Restrictions on Use.

- Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
- ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

#### 2. Additional Services.

- (a) Maintenance and Support. 13 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) Configuration and Training. i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) Custom Programming: Professional Services. Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) Equipment. i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) Credit Card Processing. Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) Training. Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.
- 3. Fees. Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.
- 4. Term and Termination. Unless the applicable Annex provides otherwise:
  - (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
  - (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

#### 5. Security; Client Data; Intellectual Property.

- (a) Security.
  - (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

#### GENERAL TERMS AND CONDITIONS



notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

#### (b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

#### (c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse

# 3 PUBLIC SECTOR

without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

#### 6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
- (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF 13 OR WHICH ARE NOT REASONABLY FORESEEABLE BY 13 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) 13 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
- (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 7. Indemnity. i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
- 8. Insurance. i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
- 9. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL I3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

#### GENERAL TERMS AND CONDITIONS

# 3 PUBLIC SECTOR

- 10. Confidentiality. Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client. During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit. For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise Indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.

#### 13. Miscellaneous.

- (a) Notice. All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
- (b) Force Majeure. Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
- (c) Independent Contractors. i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
- (d) Assignment. This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

#### GENERAL TERMS AND CONDITIONS



- (e) Survival. The obligations, agreements and covenants contained in <u>Sections 5, 7, 9, 10 and 11</u> hereof will survive the termination or expiration of this Agreement.
- (f) Severability. If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) Governing Law. This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State in which the Client is located, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

#### 14. Definitions.

- (a) "Documentation" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) "Users" means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) "Third Party Software" means software and services authored by a third party.



#### **NET Data Applications ANNEX**

This NET Data Applications Annex supplements the terms of the of the Master Agreement.

#### 1. I3 Responsibilities.

- a. i3 hereby grants a limited, subscription, cloud-based access to the NET Data Applications: County and District Clerk Case Management, County and District Attorney Case Management, Constable, ICON Justice of the Peace, Jury Selection, County and District Clerk e-File integration, Real Vision Imaging (RVI), including the i-Ticket citation download ("ICON Solution") and GovRec, as set forth in the Ordering Document and pursuant to the terms of the Master Agreement.
- i3 will provide Client toll-free telephone support to assist Client's with problem resolution Monday- Friday, 8
   a.m. to 5 p.m. CST (excluding Federal holidays and those recognized by the State of Texas).

#### 2. Client's Additional Responsibilities.

- (a) Client acknowledges that it has examined the NET Data Applications and determined that they are adaptable to Licensee's intended purpose.
- (b) Client is fully and exclusively responsible for the accuracy of information obtained from use the Solution and its use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 3. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term").
  - (a) Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate.
  - (b) Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.
  - (c) Upon termination of this Annex, Client agrees to immediately discontinue using the NET Data Applications and to return all user manuals and written or electronic data provided by i3. Upon Client's request if made within sixty (60) days of the effective date of termination of this Annex, i3 will take commercially reasonable steps to make available to Client a copy of all Client's data in electronic format. i3 will provide no more than 2 data extractions at no additional charge to Client. Additional extractions hereunder are to be invoiced to Client at i3's standard hourly billing rate. After sixty (60) days, i3 will have no obligation to maintain or provide data to Client and may remove all Client's data in its possession or control.

#### 4. Service Availability.

- (a) i3 will use reasonable best efforts to maintain the following Services availability:
  - For any consecutive one (1) year period, the Solution used within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Outages as specified.

# 3 PUBLIC SECTOR

- ii. "Scheduled Outages" will be performed during the hours of 5 p.m. to 8 a.m. CST as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- Iii. The NET Data Applications are "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.
- iv. Should this service fail to meet the above listed availability requirements, Client may terminate this Annex.
- (b) i3 is not responsible for any Solution or system failures during any period of time in which any of the following "Exclusions" exist:
  - Client Resource Problems Problems resulting from Client resources not under i3 management or control.
  - ii. Failure of any hardware not under i3's management (customer PC's, portage boxes, etc.).
  - Scheduled Maintenance Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance.
  - iv. Network Changes Changes made by Client to the networking environment that were not communicated to or approved in writing by i3.
  - v. Agreed Temporary Exclusions Any temporary exclusions requested by i3 and approved by Client to implement changes in the ICON Solution.
  - vi. Client Actions Downtime or Issues resulting from actions or inactions of Client contrary to i3's reasonable recommendations.
  - vii. Client Responsibilities Downtime or issues resulting from any failure by Client to fulfill its responsibilities or obligations.
  - viii. Internet Connectivity Loss Loss of Internet connectivity to Client site for any reason.
  - ix. Third-Party Software Downtime or issues due to malfunctions or errors related to any third-party software in use by the Client.
- Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



#### i-TICKET ANNEX

This i-Ticket Annex supplements the terms of the Master Agreement.

- i3 Responsibilities. i3 will provide i-Ticket services to electronically file citations, issued in Client's jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system ("i-Ticket Solution").
- 2. Client's Additional Responsibilities.
  - (a) Client will provide i3 with electronic access, including sufficient connectivity capabilities, to the information necessary to allow i3 to upload citations into its justice court(s) software system and perform its obligation hereunder.
  - (b) Client acknowledges that it has examined the i-Ticket Solution and determined that it is adaptable to its intended purpose.
  - (c) Client will be responsible for the accuracy of information obtained from use i-Ticket and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- Compensation. Client agrees to pay i3 a fee of \$2 for each case filed as the result of a citation uploaded through the i-Ticket Solution. Client will remit payment to i3 on a monthly basis by check.
- 4. Term and Termination. This term of this agreement will be identical to the term of the NET Data Applications Annex between i3 and Client. If an NET Data Applications Annex is not entered into by i3 and Client, the term will be one (1) year and will renew automatically for additional, successive one (1) year periods (each a "Renewal Term").
  - Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate.
  - Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.
  - Upon termination of this Annex, Client agrees to immediately discontinue using the i-Ticket Solution and to return all user manuals and written or electronic data provided by i3.
- Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



# GRAVES HUMPHRIES STAHL, LTD. COLLECTION SERVICES ANNEX

This Collection Services Annex supplements the terms of the of the Master Agreement. For purposes of this Annex, i3 is doing business as "Graves Humphries Stahl, Ltd" ("GHS").

#### 1. I3 Responsibilities.

- (a) GHS will use its best efforts to provide services to collect delinquent court imposed fines, fees, court costs, restitution, debts, accounts receivable and other amounts ("Fines and Fees"), in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Services").
- (b) GHS will refer all payments for Fines and Fees and correspondence relating thereto directly to the court that assessed or levied the Fines and Fees collected.
- (c) GHS reserves the right to return accounts to Client if (i) GHS is unable to collect the Fines and Fees within one (1) year of Referral by Client or (ii) GHS determines that the offender is the subject of a pending bankruptcy proceeding ("Returned Fines and Fees"). Each parties' obligations under this Annex will terminate with respect to Returned Fines and Fees upon return to Client.

#### 2. Client's Additional Responsibilities.

- c. Client will refer Fines and Fees to GHS when such Fines and Fees are "delinquent" as provided for in Article 103.0031, Texas Code of Criminal Procedure.
- d. Client will provide GHS with GHS' preferred method of electronic access to, including sufficient connectivity capabilities, the information necessary to collect the Fines and Fees.
- Compensation. Client agrees to pay GHS, as compensation for the Services under this Annex, as set forth below. All payments for Fines and Fees collected hereunder the property of GHS at the time of payment. Client will remit the Compensation to GHS on a monthly basis by check.
  - (a) Twenty percent (20%) of the Fines and Fees imposed on all unadjudicated offenses committed on or before June 18, 2003.
  - (b) Thirty percent (30%) of the Fines and Fees imposed on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
  - (c) Thirty percent (30%) of the Fines and Fees imposed on all unadjudicated offenses occurring after June 18, 2003, as provided by Article 103.0031, Texas Code of Criminal Procedure.
  - (d) In the event Fines and Fees are disposed of through the performance of community service, credit for jail time served, or removed at the court's discretion pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.
- 4. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term"). Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate. Client agrees that GHS will have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.
- Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will control.



# Inter-Local Agreement between Sulphur Springs Police Department, Franklin County Sheriff's Office, and Marion County

(of which all parties are situated in the State of Texas)

for access to a hosted Secure Facility with Information Technology Resources and NET Data or GHS System/s and Government Software

WHEREAS, the <u>Sulphur Springs Police Department</u> the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, <u>Franklin County Sheriff's Office</u>, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, <u>Marion County</u>, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper

exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. <u>Term:</u> This agreement will have a term of (1) year from the date of execution and will automatically renew without further action of any party, unless otherwise terminated as allowed in this

# 3 PUBLIC SECTOR

Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

- 2. <u>Fees:</u> All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NET Data Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and will be payable from current revenues available to the respective vendor.
- 3. <u>Duties and Covenants of the PSA and BSA:</u> The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:
  - Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation
    and management of NET Data's System. NET Data IT employees will not be authorized
    unless the CJIS Security Addendum Certification, fingerprint and background checks, and
    CJIS Security Awareness Training requirements have been met as stated in the CJIS Security
    Policy.
  - NET Data System/s and Government Software.
  - NET Data's FIPS-142 connection portage device for secure access.
  - NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.
- 4. **Duties and Covenants of the RSA:** the RSA agrees:
  - To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
  - To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
  - To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
  - To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
  - Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.

# 3 PUBLIC SECTOR

 Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. <u>Severability:</u> The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement will be in full force and effect.

Agreement will be in full force and effect.	
	day of January , 2023, by and
IN WITNESS WHEREOF, the parties hereto have officers and officials	caused this agreement to be executed by the proper
Name, title of signatory authority (PSA)	Date: 3-22-23
City Manager	Attest: Matalie Darron
Name, tille of signatory authority (BSA)	Date: 02/13/2023
Tranklin Co. Judge	Attest: Brook bunell
Loward J baFleur, County Judge (RSA)	Date: January 30, 2083
Kinr Wise: Marion County Clerk	Allest
	Manager Co. 11100
W. **	*******

1110 ENTERPRISE DR. SULPHUR SPRINGS, TX 75482.



(800) 465-5127

www.i3verticals.com

## **COST PROPOSAL**

# "Ordering Document"

1st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	QTY	PRICE	TOTAL
County Clerk			
District Clerk			\$20,235
County Attorney, District Attorney Combined Office			\$20,235
Constable Constable			\$13,410
Justices of the Peace			\$1,885
Jury Selection		***************************************	\$6,365
County and District Clerk e-file	*		\$7,535
Real Vision Imaging (RVI)			\$4,000
GovRec previously IRA			\$4,350
Application Hosting			\$1,900
- Physical Hosting			\$29,400

Date Issued: January 10, 2023

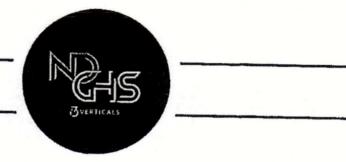
Issued To: Marion County

Name: Leward LaFleur

County/Office: County Judge

Address: 102 W. Austin St., Ste. 205, Jefferson Texas 75657

Phone: 903-665-3261



#### Annual Maintenance & Support/Hosting Services:

#### Services/benefits to County of Marion:

- · Yearly software updates
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly Data & Image backups
- Disaster Recovery: Data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space with no server located on site
- Security: Data transmission made via FIPS 140-2 VPN

1st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	PRICE	TOTAL
i-Ticket		\$2 / ticket
ONSIDERATION:	1st YEAR TOTAL ANNUAL MAINTENANCE:	\$109,315

The proposed pricing for the 1st year of the term is listed above. Any pricing for subsequent years will not exceed a 5% increase.

Name: Dive Roves
Title: CED

Client:

Signature

Name: \_\_\_\_Leward J LaFleur

Title: Marion County Judge

Date: January 30, 2003

All pricing and costs included are valid for 60 days from proposal date unless extended in writing by NET Data.

#### Bid#2023-01

# INVITATION FOR BIDS FOR MODERNIZATION OF ANNEX & JAIL ELEVATORS Under the Marion County American Rescue Plan Act Federal Funds

MARION COUNTY, TEXAS

**BID DUE DATE:** 

By 2:00 PM Friday, February 24, 2023

MARION County Auditor 102 W Austin, Room Jefferson, TX 75657

#### MARION COUNTY, TEXAS INVITATION FOR BIDS

In accordance with the Laws of the State of the Texas, MARION County is seeking sealed Bids to modernize the Annex & Jail elevators located at 114 W Austin and 102 W Dallas, Jefferson, TX 75657, respectively. Bids are issued under the Marion County American Rescue Plan Act Funding.

**SEALED BIDS** addressed to the County Auditor for MARION County, Texas must be received at 102 W Austin, Room 102, Jefferson, TX 75657 not later than Friday, February 24, 2023 by 2:00 pm for the following:

Modernization of Annex & Jail Elevators of Marion County

#### MARION COUNTY, TEXAS BID 2023-01

Solicitation documents are now posted on the MARION County Website <a href="www.co.marion.tx.us">www.co.marion.tx.us</a>
<a href="Public Notices">Public Notices and News — Bids Tab.</a>
<a href="Public Notices">Please click on the Elevator Bid</a>
<a href="mailto:to-download">to-download</a>
<a href="mailto:the BiD">the BiD</a>
<a href="mailto:the facsimiles will not be accepted. Paper documents may also be obtained from the office of the County Auditor.</a>

All documents relating to this Invitation for Bid including but not limited to, the Bid document, questions and their responses, addenda and special notices will be posted on the MARION County website under the Bid Notices tab and available for download by Bidders and other interested parties. <u>It is the Bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.</u>

#### **BID INSTRUCTIONS**

Submission of Bids: Bidders shall submit (2) sets of Bid documents one with original
signatures and one copy. All shall be sealed and marked BID#2023-01
Modernization of Annex & Jail Elevator of MARION County and mailed/hand
delivered to the address below by the closing date specified. A facsimile transmission is
not an acceptable response to this BID Process and will not be considered.
MARION County, Auditor

	MARION County Auditor 102 W Austin, Room 102 Jefferson, TX 75657
	Questions concerning this sealed process shall be directed to MARION County Auditor by email to <a href="mailto:ssolomon@co.marion.tx.us">ssolomon@co.marion.tx.us</a> . Failure to comply with this guideline could result in disqualification.
	All submissions must be sealed when returned to MARION County
	RESPONSES WILL BE publicly read at the MARION County Commissioner Court located 114 W Austin, 2 <sup>nd</sup> floor, on Monday, February 27, 2023 at 9:00AM. Bidders, their representatives and interested persons may be present.
	It is the Bidders sole responsibility to print and review all pages of the Bid document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
	Any Bids received after the date and/or hour set for Bid opening will not be accepted. The late Bidder will be notified and will advise MARION County Auditor as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization.
	If responses are sent by mail to the County Auditor, the Bidder shall be responsible for actual delivery of the Bid to the County Auditor before the advertised date and hour for opening of Bids. If mail is delayed either in the postal service or in the internal mail system of MARION County beyond the date and hour set for the Bid opening, Bids thus delayed will not be considered and will be disposed of as authorized.
□ : :	Bidders are encouraged to review this entire Invitation for Bids Document (BID). All questions regarding this Bid must be in writing and sent by email to County Auditor, Shanna Solomon at <a href="mailto:ssolomon@co.marion.tx.us">ssolomon@co.marion.tx.us</a> . Deadline for submitting questions is a minimum of five (5) days prior to scheduled opening date.

#### Items To Be Returned with Bid Packet

- 1. Bid details and Bid Form
- 2. Respondent References
- 3. Compliance with Federal and State Laws form -2 pages
- 4. Certification Regarding Lobbying
- 5. Non-Collusion Affidavit of Prime Bidder
- 6. Bid Signature Form
- 7. Disclosure of Interested Parties Form 1295
- 8. Conflict of Interest Form CIQ
- 9. Insurance Certificates: General Liability, Automobile Liability, Workers Compensation
- 10. Payment Bond
- 11. Performance Bond
- 12. Bid Bond

### GENERAL CONDITIONS - PART I FOR CONSTRUCTION

#### 1. <u>Contract and Contract Documents</u>

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the U.S. Department of Treasury through the American Rescue Plan Act and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

#### 2. <u>Definitions</u>

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor," of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means <u>(name of engineering firm)</u>, Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

#### 3. <u>Supervision by Contractor</u>

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

#### 4. <u>Subcontracts</u>

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the County except for cause.

- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

#### 5. <u>Fitting and Coordination of Work</u>

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

#### 6. <u>Payments to Contractor</u>

#### (a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Auditor for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Auditor.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

#### (b) Final Payment

- 1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

#### (d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

#### 7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by County prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
  - 1) A detailed description of the change in the work.
  - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3) A definite statement as to the resulting change in the contract price and/or time.
  - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

#### 8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

#### 9. <u>Termination and Delays</u>

(a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

#### (b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

See section 43.

- (d) Excusable Delays.
  - 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
  - 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
  - 3) Any acts of the County;
  - 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
  - 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

#### 11. <u>Technical Specifications and Drawings</u>

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

#### 12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Auditor in 2 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

#### 13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

#### 14. <u>Materials and Workmanship</u>

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

#### 15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4) The County will pay all other expenses.

#### 16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any

work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

#### 17. <u>Care of Work</u>

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and

from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

#### 19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### 20. <u>Use of Premises</u>

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### 21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

#### 22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

#### 24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

#### 25. <u>Deduction for Uncorrected Work</u>

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

#### 26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$1,000,000).
- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

#### 27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free

from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### 28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of <u>3</u> months or 90 days from the date of final acceptance of the work.

#### 29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

#### 30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

#### 31. <u>Local Program Liaison</u>

For purposes of this Agreement, the County Auditor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

#### 32. Access to Information

(a) The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County's contract with the Department of Treasury.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

#### 33. Records Retention

- (a) The Contractor shall retain all required records for five years after the County makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

#### 34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or local program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally f the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### 35. Compliance with Labor Standards Provisions

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled.

#### 36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of American Rescue Plan Act award between Firm and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the American Rescue Plan Act award between the Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the American Rescue Plan Act award between the Treasury and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the American Rescue Plan Act award between the Treasury and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

#### 37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

(a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 39. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### 40. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

#### 41. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### 42. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within agreed upon\_calendar days thereafter.

#### 43. <u>Liquidated Damages</u>

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of Fifty Dollars (\$50.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

#### 44. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

#### 45. <u>Title VI of the Civil Rights Act of 1964</u>

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

#### 46. Americans with Disabilities Act

Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

#### 47. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### 48. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

#### 49. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **BONDING REOUIREMENTS**

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, MARION County may require the Respondent to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas. A certified check or bank draft payable to Marion County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of Bid Bond.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by MARION County Commissioners Court and prior to commencement of the actual work, the successful Respondent shall furnish a performance bond to MARION County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$25,000.00, the successful Respondent shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime Respondent or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before Respondent begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$100,000.00, the successful Respondent shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of MARION County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the Respondent begins the work.

#### SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the day of _	, by and between
(a corporation organiz	ed and existing under the laws of the State of
	) (an individual trading as
) [Note 1] hereinafter called t	
hereinafter called the "County."	
<b>WITNESSETH</b> , that the Contractor and the Cou agree as follows:	nty for the considerations stated herein mutually
ARTICLE 1. Statement of Work. The Contractor shall furnaterials, machinery, tools, equipment and services, inceperform and complete all work required for the construction namely,[Note 2] for the project, all in strict accordance with the contract docum, dated and	luding utility and transportation services, and n of the Improvements embraced in the Project;  American Rescue Plan Act addenda thereto, numbered
<b>Special Notes:</b> Note 1. Strike out the terms not applicable. Note 2. Identify the principal items of Contract such as grad facilities, etc.	ling, paving, water mains, sewer lines, treatment
ARTICLE 2. The Contract Price. The County will pa Contract, in current funds, subject to additions and de the sum of Dollars (\$	ductions as provided in Section 109 hereof,
ARTICLE 3. The Contract. The executed contract doc components:	cuments shall consist of the following
<ul> <li>a. This Agreement (pgs. 1-3)</li> <li>b. Invitation for Bids</li> <li>c. Instructions to Bidders</li> <li>d. General conditions for Construction</li> <li>e. Bid Form</li> <li>f. Complaince With Federl Laws</li> </ul>	f. References g. Bid Signature Form h. CIQ i. Conflict of Interest Form 1295 j. Certification Regarding Lobbying k. Non-Collusion Affidavit
ARTICLE 4. Performance. Work, in accordance v, shall commence on or before consecutive calend WORK is therefore,	ar days thereafter. The date of completion of all
This Agreement, together with other documents enume documents are as fully a part of the Contract as if hereto a between the parties hereto. In the event that any provision i with any provision of any other component part, the provision ARTICLE 3 shall govern, except as otherwise specifically st	rated in this ARTICLE 3, which said other attached or herein repeated, forms the Contract n any component part of this Contract conflicts on of the component part first enumerated in this

·
certify that I am the of the corporation n
, who signed this Agreement on behalf of
of said corporation; that said Agreement was
on by authority of its governing body, and is within the scope
_

# Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex & Jail

# Scope of Work

MARION County is currently seeking bids to modernize two (2) elevators that have obsolete controls. Elevators are currently in operation at the MARION County Courthouse Annex and Jail located at 114 W Austin and 102 W Dallas, Jefferson, Texas respectively.

Elevators will require replacement or refurbishment of all necessary electronic, electrical and mechanical components necessary to modernize the elevators to operate as currently configured.

All controls and/or components will need to be of the latest version and have a life and/or support expectancy of no less than 10 years.

Warranty of all workmanship and material will be a minimum of one (1) year from the date of turnover to the County for public use.

It is not mandatory but desirable that software and/or components are non-proprietary.

This bid will require a payment bond, performance bond, and bid bond.

### Annex Elevator - Installed 1978

Serial #: FC75503 Type: Hydraulic Speed: 125 fpm 2 stops (Front) Capacity 2500#

Jail Elevator – Installed 1978

3 stops (Front) Capacity 2000# Type: Hydraulic Speed 125 fpm Serial#: 340093

> On site visit is highly recommended. Facility operating hours are Monday through Friday from 8.00 A.M to 5:00 P.M. Contact person is Sheriff David Capps, 114 W Austin and 102 W Dallas, Jefferson, TX 75657

# BID FORM

Annex Elevator	Price	Total
	\$	\$
Jail Elevator	Price	Total
	\$	\$
Bond Fees: \$		
Any other applic	able Fees: \$	
Total Elevator Pr	oject: \$	
Days needed to c	omplete Project:	
Proposed Project	Start Date:	
ct Warranty Inform	ation:	

	ounty follows the nment Code.	Awarding of C	ontract Statute	Sec. 262.027	of the Texas	
Evaluation	criteria shall inclu	ıde, but is not li	mited to the follo	owing:		
☐ MAR ☐ MAR ☐ Speci ☐ Locat	Price ondents past performed and county's evaluation of Respondents responsive	aluation of Responsive with propertience with properties of MAC to the second s	ondents ability toducts bid RION County	County o perform		
	*				٠	

Required Notices
This is a bid made and awarded with
Marion County
American Rescue Plan Act Federal Funds

# Equal Opportunity Guidelines for Contractors Note: To be included in bid packet

- What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?
   For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
- 2. Are construction contractors required to ensure a legal working environment for all employees? Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
- 3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?
  - No, two or more women should be assigned to each site when possible.
- 4. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?
  - If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.
- 5. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy? Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
- 6. Are any in-service training programs provided for staff to update the EEO policy?
  At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
- Are any measures taken to encourage promotions for minorities and women?
   Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
- 8. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?
  Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
- Can women be excluded from utilizing any facilities available to men?
   No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
- 10. What efforts should be utilized to include minority and female contractors and suppliers? Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
- 11. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?
  No, the construction contractor is responsible for its own compliance.
- 12. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?
  - No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
- 13. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?
  - The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

### **MARION COUNTY**

### **SEAT BELT USAGE POLICY**

- Introduction. Because seat belts are the best protection against injury or death in a crash, a county seat belt use policy is extremely important. The simple act of buckling up reduces the chance of serious injury or death by 40% to 60% and can save money for Marion County.
- Policy. Marion County recognizes that seat belts are extremely effective in preventing injuries and loss of life. We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, effective 3/28/2022, it will be county policy that seat belts shall always be used by both drivers and passengers while traveling on official company business. Employees are strongly encouraged to use their seat belts off the job as well. The purpose of this policy is to establish mandatory belt use as an organizational priority and designate responsibility for implementation and enforcement.
- Application. The seat belt use policy applies to all employees and occupants of any vehicle driven by employees, including rentals and personal vehicles when used on official company business.
- Responsibility. Managers and supervisors must demonstrate their commitment to this policy by communicating it to their employees, monitoring compliance, evaluating effectiveness, and taking disciplinary action against violations.
- Belt Systems Maintenance. Seat belts in all Marion County vehicles are to be maintained so that they are clean and in good working order.
- Employee Education. Information on the benefits of seat belts, as well as Marion County's commitment to their use will be emphasized in training, handbooks, safety rules and internal communications. Managers and supervisors are encouraged to promote and provide time for employee awareness programs to explain the benefits of seat belts both on- and off-the-job.
- Contractor Education. Marion County's commitment to seat belt use will be distributed to contractors through website, contracts, etc. Contractors are encouraged to promote and provide time for employee awareness programs to explain the benefits of seat belts both on- and off-the-job.
- Enforcement. Seat belt use is such a common, healthy practice that the need to actively enforce this policy should be rare. However, the policy will be enforced the same as other county rules, and employees who violate it will be subject to disciplinary actions which may include dismissal. Managers and supervisors have an obligation to encourage and routinely monitor usage. The driver of the vehicle is responsible for enforcing seat belt use by all occupants.

Seat Bel Usage Policy Adopted by Marion County Commissioners Court March 28, 2022

1C-3 CELL PHONE USAGE - Per Marion County Employee Handbook

Marion County determines on a case by case basis the need for county provided cell phones. County cell phones are to be used for business purposes only.

Marion County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Marion County bans all employees from texting while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to and including loss of CDL.

Employees in possession of a Marion County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism.

Each department may set their own rules and regulations regarding personal cell phone usage while at work.

Required Forms					
To	Be Returned	With	Bid		

### RESPONDENT REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* 

REFER	FNC	FON	TI.
REFER	EINC.		VE:

ADDRESS/CITY/STATE/ZIP:
CONTRACTOR AND TO THE PROPERTY TO
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:
REFERENCE TWO:
COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:
REFERENCE THREE:
COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

# COMPLIANCE WITH FEDERAL AND STATE LAWS

### **CERTIFICATION OF ELIGIBILITY**

By submitting a Bid in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Bids submission and time of award, the Respondent will notify MARION County Purchasing Agent. Failure to do so may result in terminating this contract for default.

## CERTIFICATION REGARDING LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant or any other award covered by 31 USC sec 1352. See Form on Next Page

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENST IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### SB 13 – ENERGY COMPANY BOYCOTTS

Respondent represents and warrants that:

(1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOV'T CODE § 2274.002

Guidance: EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov't Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov't Code.

### SB 19 - Firearm Entities and Trade Associations Discrimination

Respondent verifies that:

it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or
(2) the verification required by Section 2274.002 of the Texas Government Code does not apply (2) the verift to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to:

TEX GOVT CODE CH. 2274

Guidance: APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental

EXCEPTIONS: This clause is not required when a state agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide MARION County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Signature:	Date:
Printed Name:	• .
Company Name:	_

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor,	, certifies or affirms the truthfulness and accuracy of each
statement of its certification an	d disclosure, if any. In addition, the Contractor understands and
agrees that the provisions of 3	U.S.C. § 3801 et seq., apply to this certification and disclosure, if
any.	
Signature of Contractor's Auth	orized Official
Printed Name and Title of Con	tractor's Authorized Official

# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

(Include with Bid)

State of Texas )		
County of)		
	, being fi	rst duly sworn, deposes and says that:
(1) He/She issubmitted the attached Bid;	of	, the Bidder that has
(2) He/She is fully informed resp pertinent circumstances respecting		nd contents of the attached Bid and of all
(3) Such Bid is genuine and is no	ot a collusive or sham Bio	1;
or sham Bid in connection with the refrain from bidding in connection sought by agreement or collusion person to fix the price or prices in profit or cost element of the Bid peoplesion, conspiracy, consistance	ncluding this affiant, has directly with another Bid and Contract for which the n with such Contract, or a or communication or contract, the attached Bid or of an orice or the Bid price of a	in any way colluded, conspired, der, firm or person to submit a collusive attached Bid has been submitted or to has in any manner, directly or indirectly, afterence with any other Bidder, firm or my other Bidder, or to fix an overhead, my other Bidder, or to secure through any
(5) The price or prices quoted in to collusion, conspiracy, connivance agents, representatives, owners, en	or unlawful agreement of	and proper and are not tainted by any on the part of the Bidder or any of its atterest, including this affiant.
(Signed)		
Title		
Subscribed and sworn to me this _	day of	
By(notary public)		
My commission expires		

### **BID SIGNATURE FORM**

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Bid becomes the property of MARION County after the official opening.

The Respondent affirms that he/she understands the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Bids.

The undersigned agrees, on behalf of Respondent, that if this Bid is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bids with be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Bids has not been prepared in collusion with any other Respondent, nor any employee of MARION County, and that the contents of this Bids have not been communicated to any other Respondent or to any employee of MARION County prior to the official opening of this Bids.

Respondent hereby assigns to MARION County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. Failure to sign and return this form will result in the rejection of the entire Bids.

Signature:	Date:
LEGAL NAME AND ADDRESS OF RESPONDEN	
Name	_Title
Tel. NoEmai	l:
Address:	
COMPANY IS:	
Business included in a Corporate Income Tax Return?	YESNO
Corporation organized & existing under the laws	of the State of
Partnership consisting of	
Individual trading as	· .
Principal offices are in the city of	

To:

Respondents of MARION County,

Texas From: Shanna Solomon, County Auditor

Re:

Conflict of Interest Form (CIQ)

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any MARION County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements. http://www.ethics.state.tx.us/forms/conflicts

Original completed forms should be filed with the County Clerk's Office and a copy sent to the MARION County Auditor with the BID return. Please see contact information below.

### **MARION County Clerk**

MARION County 102 W Austin, Room 206 Jefferson, TX 75657 Ph: 903-665-3971

### **MARION County Auditor**

Email: ssolomon@co.marion.tx.us

Ph: Fx:

903-665-7240 903-665-8732

### Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of MARION County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

# MARION County Auditor

### Shanna Solomon

102 W Austin, Room 102, Jefferson, TX 75657 Phone (903) 665-7240 Fax (903) 665-8732 email: ssolomon@co.marion.tx.us

January 30, 203

To: Jefferson Jimplecute

From: Shanna Solomon,

Subject: Advertisement BID#2023-01 Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex Building

Please run the following ad on Friday, Feb 9, 2023 and Friday, Feb 16, 2023 in the Jefferson Jimplecute

### PUBLIC NOTICE

Sealed Bids will be received by the County Auditor Shanna Solomon at 102 W Austin, Room 102, Jefferson, TX 75657, until Friday, Feb 24, 2023 by 2:00 PM for BID No. 2023-01 Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex & Jail buildings for MARION County, Texas under the Marion County American Rescue Plan Act Funding. Late Bids will not be accepted. Specifications will be available on Tuesday, January 31, 2023 by visiting <a href="www.co.MARION.tx.us">www.co.MARION.tx.us</a> under the Public Notices & News tab, bid web page, or request by e-mail <a href="mailto:ssolomon@co.marion.tx.us">ssolomon@co.marion.tx.us</a> or by calling (903)-665-7240. Payment will be made after items have been received in accordance with award. MARION County reserves the right to accept or reject in whole or in part any Bid received and to waive any irregularities or formalities in the best interest of MARION County.

Bids may be held by the County Auditor for a period not to exceed 60 days from the date of bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

"General Decision Number: TX20230168 01/06/2023

Superseded General Decision Number: TX20220168

State: Texas

Construction Type: Building

County: Marion County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

0

Publication Date 01/06/2023

ASBE0021-002 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 25.87	7.23
BOIL0587-003 01/01/2021		
	Rates	Fringes
Boilermaker		24.10
IRON0084-010 06/01/2022		
	Rates	Fringes
IRONWORKER, REINFORCING	\$ 26.76	7.88
LAB00154-022 05/01/2008		
	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete)		2.90
SUTX2009-055 04/20/2009		
	Rates	Fringes
BRICKLAYER	\$ 20.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, and Hardwood		
Floor Installation		0.00
CEMENT MASON/CONCRETE FINISHER.		0.00
ELECTRICIAN		4.87
IRONWORKER, STRUCTURAL		0.00
LABORER: Common or General	\$ 9.73 **	0.00
LABORER: Landscape & Irrigation	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick.	\$ 12.02 **	0.00
LABORER: Mortar Mixer	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	.\$ 11.00 **	0.00
OPERATOR: Bulldozer	.\$ 13.00 **	0.31
OPERATOR: Crane	.\$ 21.33	0.00
OPERATOR: Forklift	.\$ 14.58 **	0.00
OPERATOR: Loader (Front End)	.\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray	.\$ 13.50 **	0.00

PLUMBER\$	20.38	4.74
ROOFER\$	13.64 **	1.80
SHEET METAL WORKER\$	17.00	0.00
TILE SETTER\$	15.00 **	0.00
TRUCK DRIVER\$	12.52 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

1/18/23, 11:19 AM SAM.gov

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

1/18/23, 11:19 AM

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISIO"



### MEMORANDUM OF UNDERSTANDING FOR TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2023/2024 GRANT FUND

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

**COUNTY OF MARION** 

§

This Agreement is entered into by and between Harleton Water Supply Corporation, a public utility, hereinafter referred to as "WSC," and Marion County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY."

### WITNESSETH

WHEREAS, WSC and COUNTY desire to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-and-moderate income; and,

WHEREAS, WSC and COUNTY have identified a need for System Improvements for residents living within the area served by the WSC, within unincorporated areas of the COUNTY; and,

WHEREAS, COUNTY will apply for a 2023/2024 Texas Community Development Block Grant Program (TxCDBG) grant from the Texas Department of Agriculture on behalf of WSC in the maximum amount of \$500,000 to be used for the construction of System Improvements, related project engineering, and the general administration of the Project, as described in COUNTY'S 2023/2024 TxCDBG Grant Application; and,

WHEREAS, WSC and COUNTY hereby agree that COUNTY will be authorized (the authorized applicant) to act in a representative capacity for all of the participating units;

WHEREAS, <u>Contingent upon award</u> WSC will be responsible for payment of local matching funds in the maximum amount of \$10,000.00 and any approved cost overruns, should they occur, during construction of the improvements described in the 2023/2024 TxCDBG Grant Application;

WHEREAS, Upon completion of construction, WSC will agree to accept ownership of the improvements constructed and to operate the improvements in order to accomplish the stated purpose of the Project to provide improved water service to the beneficiaries identified in the grant application; and,

WHEREAS, WSC, as the permanent owner and operator of the proposed public infrastructure improvements, needs COUNTY to defer the acceptability of proposed construction plans, specifications, and bids to WSC prior to authorizing advertisement for bids or awarding any construction or materials contract(s).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties mutually agree, as follows:

### **PURPOSE**

It is the purpose of the parties to this Memorandum of Understanding to set forth the terms, rights, and duties of the parties whereby COUNTY, as a unit of general local government, will administer the above-described grant funds for the project described herein, for the ultimate benefit of WSC.

### TERMS, RIGHTS AND DUTIES

### PART I - SERVICES AND CONDITIONS

- 1.1 Subject to the provisions hereof, COUNTY agrees to accept and administer the Texas Community Development Block Grant Program grant funds described herein.
- 1.2 WSC agrees to furnish all local matching funds for payment of any <u>approved</u> cost overruns, should they occur, during construction of the improvements described in the 2023/2024 TxCDBG Grant Application.
- 1.3 COUNTY further agrees to enter into the following contracts:
  - 1.3.1 Grant Contract with the Texas Department of Agriculture (an agency of the State of Texas) which governs the provision of the TxCDBG grant funds for the construction of project activities as described in the 2023/2024 TxCDBG grant application; and,
  - 1.3.2 Contract with a grant consulting firm, for the provision of necessary and related grant management services. Compensation for grant management services shall not exceed the budget established in the grant application without a corresponding increase in WSC's cash contribution; and,
  - 1.3.3 Contract with a consulting engineer for the provision of necessary and related engineering services. Compensation for engineering services shall not exceed the budget established in multi-jurisdictional grant application without a corresponding increase in WSC's cash contribution.
  - 1.3.4. Construction Contract for Water Improvements as necessary for the project's completion.
- 1.4 WSC and COUNTY shall be given an opportunity to review and approve all construction plans and specifications prior to advertisement for bids.
- 1.5 COUNTY authorizes WSC to accept and review proposals and statements of qualifications for professional services and bids of materials and/or construction contracts.
- 1.6 COUNTY shall not authorize and award a contract or Change Order without the approval of WSC. Construction Contract amount(s) shall in no event exceed the amounts established in Table 1 of grant application without approval of WSC.
- 1.7 COUNTY further agrees to administer said grant funds, pursuant to the terms and conditions expressed in TxCDBG Grant Contract, and the rules and regulations pertaining thereto.
- 1.8 To minimize unnecessary project costs, COUNTY agrees to permit construction of water improvements within existing rights-of-way of County roads, if applicable at no additional cost to the project.
- 1.9 WSC agrees to accept, upon completion of construction, ownership and operation of the water improvements constructed.
- 1.10 In addition to the cash contribution to the Project discussed above, WSC agrees to bear the incidental costs required for the publication of required public notices, including but not limited to: Floodplain Early Notice (if applicable), Floodplain Final Notice (if applicable), Notice of Finding of No Significant Impact and Notice of Request For The Release of Funds, Public Fair Housing and Equal Opportunity Notice, Two (2) Advertisements for Materials and/or Construction Bids, and the Project Close-out Public Hearing Notice.

- 1.11 The parties hereto agree that certain financial obligations, responsibilities, and liabilities may be incurred by WSC, and are the responsibility of WSC, pursuant to the entering into of the abovementioned contracts and the administration of said grant funds.
- 1.12 WSC hereby agrees that it will completely indemnify and hold harmless COUNTY from any and all claims, of whatever kind, and from any and all financial obligations or claimed obligations relating to said grants funds or related to the agreements listed above of this Memorandum of Understanding, insofar as any such claim or obligation cannot be paid out of grant funds.

### PART II - TERM

The term of this Memorandum of Understanding shall commence on the effective date of COUNTY's acceptance of a fully executed 2023 or 2024 TxCDBG contract with the Texas Department of Agriculture, and continue in full force and effect through the extinguishing of any and all claims, obligations, or responsibilities, of whatever kind, relating to the administering of said grant funds or the agreements listed in Section 1.3.1 through Section 1.3.4 of this Memorandum of Understanding.

### PART III - SEVERABILITY

In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be invalid, illegal or unenforceable in any respect, such *invalidation*, illegality or unenforceability shall not affect any other provision hereof and this Memorandum of Understanding shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

### PART IV - ENTIRETY

President

This Memorandum of Understanding contains the entire Agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly contained in this Memorandum of Understanding are of no force and effect.

IN WITNESS WHEREOF, WSC and COUNTY enter into this Memorandum of Understanding EFFECTIVE upon execution by all entities.

APPROVED BY Harleton WSC on the \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_ and executed by Ronnie Hutchinson, President, as authorized representative of WSC.

ATTEST: Harleton WSC

Pat McGill, General Manager

APPROVED BY Marion County on the 30 day of 2023 and executed by Leward LaFleur, County Judge, as authorized representative of COUNTY.

HILLO . B

Kim Wise, County Clerk

**Marion County** 

Leward J. LaFleur, County Judge



<u>Dept</u> General	Code	<u>Description</u>	cr <u>Increase</u>	dr <u>Decrease</u>
Auditor	10.519.4278 10.519.4298	employee benefits official benefits	3000	3000
maintenance	10.535.4278 10.525.4581	so employee benefits outlay	7500	7500
sheriff	10.535.4107 10.535.4338 10.535.4426 10.535.4422 10.535.4452 10.535.4106	overtime prisoner care travel communications maint agreements extra help	2500 2500 950	950 5000
			5950	5950
election	10.671.4440 10.671.4462	utilities publications	200	200
non-departmental	10.695.4486 10.695.4498 10.695.4499	victim of crime autopsies miscellaneous	1000 100 1100	1100
Transfer To:	10.535.4102 10.695.4475 10.780.4734 10.780.4781	so employee salary juvenile probation transfer to technology transfer to grant	20000 2254	20000 <sub>.</sub> 2254

<u>Dept</u>	<u>Code</u>	<u>Description</u>	cr <u>Increase</u>	dr <u>Decrease</u>
Jury Fund	11.695.4301 11.695.4470	supplies jurors	800	800
Road & Bridge pct 3	15.623.4301 15.780.4726	supplies transfer to self insurance	3000	3000
Self Insurance	26.390.3910 26.390.3915	transfer from general transfer from r/b	53858	53858
ARP	33.695.4303 33.695.4338 33.695.4499 33.695.4581 33.722.4499	rev loss hvac rev loss parking lot admin rev loss trucks broadband	45000 75000 10000 90000	
Technology Fund	34.501.4581 34.551.4301 34.535.4301 34.669.4301	admin outlay vso supplies sheriff supplies supplies	500 2500 500 3500	)
Airport fund	39.683.4351 39.683.4440	fuel utilities	300	

<u>Dept</u>	Code	<u>Description</u>	cr <u>Increase</u>	dr <u>Decrease</u>
Budget Amendm	ents			
self insurance	26.390.3915 26.623.4499	transfer from pct 3 misc	3000 3000	
technology	34.390.3910 34.501.4581	transfer from gen judge outlay	20000 20000	

<u>Dept</u>	Code	<u>Description</u>	cr <u>Increase</u>	dr <u>Decrease</u>
Journal Entry to	transfer funds		DR	CR
	15.000.1011 15.780.4726 26.000.1011	cash transfer to self ins cash	3000 3000	
	26.390.3915	transfer from r/b	3000	3000
	10.000.1011	cash transfer to technology	20000	20000
	34.390.3910 34.000.1011	transfer from general cash	20000	
	10.000.1011 10.780.4781 82.000.1011	cash tranfer to egrant cash	2254 2254	
	82.390.3910	transfer from general	2204	2254



Karen G. Jones, PCC

Tax Assessor-Collector and County Elections Officer
P.O. Box 907
119 W Lafayette Street
Jefferson, TX 75657

Phone: (903)665-3281 Fax: (903)665-3132 email: karen.jones@co.marion.tx.us

## CERTIFICATION OF LOCAL OPTION ELECTION PETITION

A Petition for a Local Option Election to Legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1 was issued on June 10, 2022 and was filed in the office of the County Elections Officer on August 3, 2022.

Pursuant to Section 501.032(a) of the Texas Election Code, a petition requesting a Local Option Election must contain signatures from 35 percent of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election. For this petition, 35% of the 2,594 persons who voted in the 2018 Gubernatorial Election would equal to **908** signatures.

Once the petition is filed, the Commissioners' Court must wait 30 days before taking action.

If the petition contains the required number of signatures, the Commissioners Court shall accept the petition and order a local option election to be held on the next uniform election date.

If the petition does not contain the required number of valid signatures, the Commissioners Court shall declare the petition is not valid, and no election will be ordered.

In accordance with Section 501.032 of the Texas Election Code, I hereby certify that the number of **valid** signatures on said Petition is **922** which is **14** signatures more than the required **908** signatures; and that the number of signatures is **sufficient** for the Commissioners Court to order an election on this issue.

Signed this 26th day of January, 2023 for submission on the Agenda of the January 30, 2023 Commissioners Court regular session.

Karen G. Jones, PCC, CTOP, PCAC

"Making a difference in the

### **ORDER TO ACCEPT PETITION**

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If the petition contains the required number of signatures, the Commissioners Court shall accept the petition and order a local option election to be held on the next uniform election date.

If the petition does not contain the required number of valid signatures, the Commissioners Court shall declare the petition is not valid, and no election will be ordered.

According to the "Certification of Signatures" submitted by the Voter Registrar/County Elections Officer, the number of valid signatures on said petition is 922 which is 14 signatures more than the required 908 signatures, making the number of signature <u>sufficient</u> for Commissioners Court to order an election on this issue.

Therefore, it is the action of the Marion County Commissioners' Court to accept the petition, and election will be ordered.

A copy of the petition and a copy of the Certification of Signatures will be recorded with this order.

Signed this 30th day of January, 2023.

MARION COUNTY COMMISSIONERS, COURT

Leward J. LaFleur

County Judge

Jacob Pattison

Commissioner, Precinct 2

Gered Lee

Commissioner, Precinct 4

J.R. Ashley

Commissioner, Precinct 1

Ralph Meisenheimer

Commissioner, Precinct 3

ATTEST:

Kim Wise

County Clerk

Prescribed by Secretary of State Section 501 026, 501.027, 501.028, Texas Election Code 47,009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Seal of the city o

Place the Actual Seal of the (Coloque el Sello Verdadero de la

Oficial Electoral del Condado de Marion

. Texas) Jefferson To the Marion County Election Officer, Jefferson Cass (AI

JP 1, Precintos 1,2,3,4,5,8,9,10

Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Courts 1,2,3,4,5,8,9,10(Autoridad de registro) (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed	ed Signature	Printed Name	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Date of Birth Voter Registration Number-optional (Fecha de Nacimiento). Numero de Registro de Votación-optavio).
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lollo) ,	20 Kroth Ocknow	Fra E Jones	36,0 St. Hwy155 day Star, TX Marion 01/07/58 1018395450	Mauon	01/07/58	1018395450
Pollolo	2 Shop worked water	Mysheeste Durden	1450 Fig 3001 Jefferson, Tx 75657 Maicien 11/11/1984 1018437906	Marion	11/11/11884	1018437906
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10/10/	22 Nrn Harris	John Collens	7324 FM 739 Jefferson 1x X67 Marian 101/01/1955	Marian	01/01/1955	
6/14	is Kurt Sills	Kent Scholling	391125730 Setterson, 1× 15687 marion 2/21/70	Marion	2/21/20	
- 10/10/22	2 Sugar	Brandon Perent	437 Wesley St Jefferson Tr. 75657 Marien	Marion	8/13/84	
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Serial	erial Number (Nimero de serie):	1 10	Date of Issuance (La fecha de Emission) Quara 10,2022 / Quiro 10,2022	10,2022	/quinia 10	2022
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(C)

AW15-3 Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Cede

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION FLECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson rexas (Al Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,1

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro) We, the undersigned qualified voters of Marion County, Jefferson , Texas (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

AW15-3 Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code at 2009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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Oficial Electoral del Condado de Marion

To the Marion County Election Officer, JeffersonTexas (AI

JP 1, Precintos 1,2,3,4,5,8,9,10

(Insert Filing Authority) Jp 1, Precincts 1,2,3,4,5,8,9,10/Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson , Texas

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. for medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) determinación del siguiente asunto, a saber:/

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que este legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed (Fecha Finnado)	Signature	Printed Name (Nombre en Ietra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia. Cindad. Estado. Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación optavio)
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Prescribed by Secretary of State Section 501,026, 501,027, 501.028, Texas Election Code 4/2009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

TAXES \*

Place the Actual Search Collector (Cologue el Sello Verdader 42) e indadicandado autor (Cologue el Sello Verdader 45) e indadicando autor (Cologue el Sel

, Texas) Oficial Electoral del Condado de Marion Jefferson

To the Marion County Election Officer, Jefferson Casa (AI

Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Court, 12,3,4,5,8,9,10(Autoridad de registro)

(Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber: ]

(Territorio de elección propuesta)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize:

(Enter Measure Here)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
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0.00	Medan by P.	Misein Taylar	702 KALLINITHE CO SA. TOR	Merron allego	9/10/37	
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Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 472009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Jefferson To the Marion County Election Officer, Jefferson Fexas (Al

(Insert Filing Authority) JP 1, Precincts 1,2,3,4,5,8,9,10(Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson , Texas

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(Territorio de elección propuesta)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber: f

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propossio e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip) (Direction de Residencia, Ciudat, Estado, Cidigo)	County (Condado)	Date of Birth Vo	Voter Registration Number-optional Numero de Registro de Yotación-optavio)
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Se Je	SHI THE SHE	Rotti Matson	3314 Vitor Shall Rd. Alleg	Mamon	2-9-82	The second secon
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8C-01	Lado Ordinan	Jade Gradman	30395 St. Awy 49 JELLENSON TX MONDY 6-25 190	MONDY ?	625190	
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, JeffersonTexas (Al

JP 1, Precintos 1,2,3,4,5,8,9,10

Jefferson Jefferson We, the undersigned qualified voters of Marine Control of Marine

Place the Actual Seal of he of county here (Coloque el Sello Verdudero de la cipilicona en inspector de la cipilicona en inspe Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

(Enter Measure Here)

Date Signed	-	Printed Name	Residence Address (City, Texas, Zip)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
(Fecha Firmado)	(Tirma)	Control on tenta de modes	SUN DELLA TECNO	Mariso	2-25-90	
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

MARION MARION

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas) Oficial Electoral del Condado de Marion Jefferson

To the Marion County Election Officer, Jefferson Texas (Al

Place the Actual Seal of the city/county here are a county for the city/county here are a county for the city/county here are a county for the city/county here. Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Court. 12,3,4,5,8,9,10(Autoridad de registro) (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

Printed Name Residence Address (City, Texas, Zip) Nombre en terra de molde) (Dirección de Residencia, Ciudad. Estado, Código)
Groham 304 N. Walnut St. Jeffiser 72.
se Grandery 195 Lakeview Dr. Jefferson
ranheny 195 Lakevire Dr. Jeffren
Manhard 110 Niles Dr. Jefferson Ti
Mrss Soutstream Petter
Lephilling SouSnity regil Della &
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19 Cooper mind Rd. Tother B
Date of Issuance (La fecha de Emission) ( Luna 10,2022 / Quin 10,2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson Fo the Marion County Election Officer, Jefferson Fexas (AI)

JP 1, Precintos 1,2,3,4,5,8,9,10

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson , Texas

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

Place the Actual Sear of the city County here of the c hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

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To Legalize:

Date Signed (Factor Firmodo)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Yotación-optavio)
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000	A CONTRACTOR OF THE CONTRACTOR	The state of the s	S Rose Spetion of the	Mayor, S. C.	2.0.7	
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Jefferson To the Marion County Election Officer, Jefferson Fexas (At

(Insert Filing Authority) JP 1, Precincts1,2,3,4,5,8,9,10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson Texas

Place the Actual Sell of the civil on the Policy of the Policy of the Sello Verdader Civil of the Civil of the Sello Verdader Civil of the Civil of the Sello Verdader Civ (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción determinación del siguiente asunto, a saher:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

Date of Birth Voter Registration Number-optional Feeha de Nacimiento) Numero de Registro de Foración-optavio)	4/8/48	7-31-58	78-94	2-5-57	1/92	8-11-8	07/03/97	1.04.71	2/18/72	-5-60	nig 10,2022
Date of Birth			Mange 10-28-94		2	10		1-0-1		_	2/9w
County (Condado)	Marsh	// Denson	Mang	Mauron	Manon 3/4/92	Nowalder	Mayton	Marton	Maryon	Mances	10,202
Residence Address (City, Texas, Zip)  Obrección de Residencia, Citada, Estado, Código)	447 Refee 3 Jefferson	HM Berand Jefferen D.	800 Od Jeffer Ka. K. Jeffer	232 Mercela St. One with	3311 FMUSO OPECITY W.	nos pine Hill Dr. To fleren	259 Apalmothan Jeffren TV Martin	Hosy St. Hay 15 Lone Star Th.	1303 MUL Bone JEFFEREN TZ	239 Gagan B. Tolker	Date of Issuance (La fecha de Emission) Quane 10,2022 / Quanto 10,2022
Printed Name (Nombre en Ietra de molde)	Ame Raints	JAMEN Reints	Mar # 138, 2014.0	Garl Selvase	1 Tiffany Rodgue	Dispuss a market	Phoyemne York	Mulic Bryson	Lein Abernaticx	Torse Parety	
Date Signed Signature (Fecha Firmado) (Firma)	V(0/1) /2 Smy Points	6/12 Moder Court	S-12 Million Kanno	16-13- 22 Jan Jahang	16/13 Lipour Rayund	DE DEEL-	Jest Mountain 18-01	1013.20 Vich Z. Buson	to-13 / Limithaneta	, Ko-13-77 1100 100 100 100 100 100 100 100 100	Serial Number (Numero de serie):

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Prescribed by Secretary of State Section 301 026, 501.027, 501.028, Texas Election Code 4/2009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Jefferson To the Marion County Election Officer, Jefferson Fexas (AI

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson , Texus

Place the Actual Scal of the Atylcounty here Solo (Coloque el Selio Verdadero de Solo Maria de Solo Verdadero de Solo Ve Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages." To Legalize:

(Enter Measure Here)

Voter Registration Number-optional Numero de Registro de Fotación optavio)									7707'0
Date of Birth (Fecha de Nacimiento)	(1170 12/20/80 11/20/80	Mannon 8-22-57	7-15-57	10/180/101	2/22	12,2493	07/23/89	105/20/1954	(fund 10
County (Conducto)	May	Mannon	Man	Memo	Manon	Michael	Mannax 07/23/89	Marian	10,2026
Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Estudo, Código)  (SP)   M. M. College   Coll	3200 N.US try 59 Jeffers	1222 Corres Ra JERUS	30 m the US OR WIY	3279 FM 48) One Ch.	170 Sound 8t. Joseph	4702 N. US. Huy St Joffers.	548 Sims encle Annen	1058 Semmere losso Setts	Date of Issuance (La Jecha de Emisión) (Lance 10,202 6 (4 mm 10,202 2
Printed Name (Nombre en terra de moide)	Magen Wille	MINITO 10 MILE	( and Rockwell )	Gray Por 1 well	Dixton Wat	Party Wall	JUON LOUIS	Botter Adams	0
Date Signed Signature (Ferna)	V c-13-12 Magan Dalle	(0-13 Same may	16-1322 Jose Rashmood	10-13 Danie Cal. 600	16-16 CO 11-18	(a-14-7)	JULY MOUSE AND	10-4-72, Prithand Hames	Serial Number (Nimero de serie):

# PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

TAXES \*

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Cass (A1)

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson , Texas

Place the Acfual Scal of the city/county bee in Coloque el Sello Verdader del cuidade o dado anten a sello condado de Marion, Jeffersoff<sup>1</sup>, rexast hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages." To Legalize:

(Enter Measure Here)

	Date Signed (Fecha Firmado)	Signature (Firmu)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip)  Dirección de Residencia. Ciudad. Estado. Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación optavio)
	2912	1 contract cours	Jessica Reeves	311 Deer Plan Rd Jefferson	Marion	8/12/88	
	72/11/02	Marshall	Mason Lucus	Us Reews la Syftersa	harr	9/16/00	
	11-9	Tale hours	palx Deesus	450 heure In Jeturn	Warys	8-22-0	
	N-0	James Persole	James Tempel	NGT N. 45 Hay Sa JER	Moon	26-013	
	70-11-22	draw Cato	Jammy JOLITON	220 Bareland Toplan B.	Martin	1-04-60-1	
	17/11-9/	San Halle	Tomme Waten	220 Borelow Teller Te	Marion	0303-09	
	11-09	Domse Ubleo	Dunse Vates	ITI OWEN St. Cone Star TR,	Marion	11/02/58	
	16-177	Gira Dam	GINC DIDOLO	119 WUNDER Rd JEFFERST.	Compo	M M 87	
	101	Brether	Freth Dean	115 Willia D. Jetho	Navenne	02/28/15	The second secon
,	76-12-23	new Indown	Shem Buchanan	398 FM 2208 Jeffers 49	Marino	03-07-68	
$\neg$	Serial Numb	Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) Quase 10,2022 /quais 10,2022	10,2022	19 min 10	2202

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AW15-3 Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 4/2009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Cexas (AL

We, the undersigned qualified voters of Marion Control (Autoridad de registro)

(Territory for Proposed Election)

Place the Actual Seal of she provided aguit (Coloque el Sello Verdadero de Esta disconded aguit Sello 1, Precintos 1,2,3,4,5,8,9,10 (COUNTY TEXTS) (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the Yollowing issue, to wit. fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas. Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

		Printed Name	Residence Address (City, Texas, Zip)  Oprección de Residencia, Cindad, Estado, Cidigo)	County (Condada)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
-	(recha rymado) (ryma)	and the KM ANDEVE	NJER ROAD TEFFERSON [X7257 MARION 3-01-60	MARION	3-01-60	
-	2000	Mean n.h. lots		Marion	1/30/69	
	10 10 3 X 2 10 100	Halmal July 10	335 Coxtez refferson, 20 marion als/63	- Marion	2/5/63	
	10-32	John Cledies	256 Bolboa Dr. Jostforson 1863 Marion 11-26-86	Marion	11-26-86	
			160 Propriet Rd Undo Las	Maria	11983	~
	2017 4C-01-5	20 MINHAL WALL	228 Shadu grant panish represents myantan 102-15-92	Y MANION.	04-15-92	- 20
	The second of th	There could	The Lot of the Contract of	KANNY	06-10-20	
	10 10 10 10 10 10 10 10 10 10 10 10 10 1	MILES TONKING	1, 417 state 1 2/4 Jeffers Marco 103-23-00	Marsol	03-23-0	
17	2 10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1000 C	1458 Sie Lin Kohnen Rd It learn	Marjor	18-12-11 review	
•	CITION MINORING MICK	Christian Allan	060 FM 120	Marinon	21 201919	
•	Serial Number (Número de serie):		Date of Issuance (La fecha de Emissión) Quas 10,2022 /quino 10,2022	10,2022	/quinio 10	,2022,
			_			

Secretary of State 26, 501.027, 501.028, Texas Election Code

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Texas) Oficial Electoral del Condado de Marion Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

We, the undersigned qualified voters of Marion Course, 8,9,10(Autoridad de registro) To the Marion County Election Officer, Jefferson Texas (Al.

Texas (Nosotros, los subscritos votantes capacitados de

Place the Actual Scale of the Civilor of the Civilo (Territorio de elección propuesta) (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

12.202 Misch CErnagh EW. 1864 Rd Haldon & 76651 Meich Co 07-20-1441  6-12.202 Misch Co 1 Daniel King 121 Ecchy 1d Ffeldon & 76651 Meich Co 07-20-1441  6-12.202 MIS 96CL VALENCEDA 100 LOCUST ST MORSHALLE MANDER 11-19-72  6-12.202 MIS 96CL VALENCEDA 100 LOCUST ST MORSHALLE MANDER 11-19-72  6-12.202 MIS 96CL VALENCEDA 100 LOCUST ST MORSHALLE MANDER 1-19-72  6-12.202 MIS 96CL VALENCEDA 100 LOCUSTONO 11-19-72  10-12.202 MIS 96CL TON 100 LOCUSTONO 11-11 ST MORSHALLE MANDER 1-10-90  10-14 0 1-12.202 Mande Abraham Bandel Britisham 5192 FM 729 36 Seven Tx Marin 10/20/54  10-14 0 1-16-12 Member Winners de Servicio 5192 FM 729 36 Seven Tx Marin 10/20/54  10-14 12.202 Member Winners de Servicio 5192 FM 729 36 Seven Tx Marin 10,202 2 (Quinio 10,202 2)		Date Signed Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip)  Orrección de Residencia, Cindad, Estado, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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MISACL VALENCIA  Anno 100 Froce Torre  Come 100 Froce Torre  Share Browning  Creasery Browning  Creasery Browning  Creasery Browning  Creasery Browning  Creasery Browning  Creasery Browning		X-12-202 ( ) 1	Daniel King	12 Mesty Po Halpon 18 75651	Marioh Go	07-20-199	~
MISMEL VALENCIA  Game Store  Smr Jud Frock Two  Kotevym Sorrells  Shaw Browning  Stempton Whelstyn Blowing  Cr (Nimero de serie):  Store of Store of Browning  Str. (Nimero de serie):  Store of Store of Browning  Store of Store of Store of Str. (Str. (S		6-122024 Nil		12) Budy 1d Hallon TX 75001	Marian	5-31-79	
Camo do Proce Ture  San Barrett  Shann Barrett  Shann Barrett  Cornells  Cornells  Shann Barrett  Cornells  Cornells  Shann Barrett  Cornells  Shann Barrett  Shann Barrett  Stann Barrett		16-12002 MISACL		100 Locust St MARSHALLE	May Br	11-19-72	
Shan Barrells Shan Barrells Shan Barrett Shann Barrett Shann Barrett Shann Barrett Shann Barrett Shann Browning Strangery Browning Strangery Browning Strangery Browning	-	16-12-12 (amo)	Jama Stone	(25 < prime drive	" Janes	h-19-75	
Shann Berrells Shann Berrelt Shann Brentt Shann Brentt Chenod Whestyan Blonder ABVERIONAG or (Nimero de serie):	-	1612 By 843	Loce Tive	102 Whomas will Tr. Jerkesont	Menon/Henry	12-11-51	
Colon Browning Charact Browning Cor (Nimero de serie):		X6-13-22-X	Katerym Some 115	102 Beautifus Hills	Marion	1-10-90	
Chayory Browning		12-H-9/	Shann Barrett	5192 FM 729 IEHOSON TX	Marion	28-11-8	
Dague Blonde ABVEROINEG	-	10-14 mg ( 2/2)	Gregory Browning	5192 FIM 729 Jefferson Tx	Marin	10/30/57	
( 900	-	Mil 22 Banca Born	& Banda ABrowng	5192 FM 729 Johnson TX	MENEN	07/08/54	
		Serial Number (Nimero de serie):	000	Date of Issuance (La Jechalde Emissión) (Line	10,2022	quinit 10	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Sea of the city/county to o

. Texas)

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (Al

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County Jefferson Texas Marion County, Jefferson

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitadas de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asumto, a saber: 1

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages." To Legalize:

(Enter Measure Here)

Jan 3/24/20  Jan 3/24/20  Jan 3/24/20  Jan 3/24/20  Jan 3/24/20  Jan 9 5 55  Jan 9 5 55  Jan 9 5 55  Jan 9 10/98  Jan 9/10/98	Date Signed Signature (Fecha Firmado) (Firma)	lure	Printed Name (Nombre en tetra de motde)	Residence Address (City, Texas, Zip)  Oirección de Residencia, Ciudat, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
Selle Lea Bill Gray  Selle Lea Bill Gray  Mile Boult Mike Sout  Contable Onstal Destrata  Man Stant Mul Creq Williams  Con Rivaria  Con	6-11-22 that	M Umash	Charlephon Hanne 8170	8058 CM 726 TO WELLSON TX	Mailor	5-29-66	
Selle Ana Bill Gray Swite Bowlt mite Gout Saut Pault Pam Whilt But Bowlt Pam Whilt Contable Creq Williams The Binarian Con Rivarian Con	16 11-22 W	Juin Beale	William Scals	3499 FW 3004 Jet Versoy, TX.	edurious	3/24/90	
mile Gault Mike Educt  San Soult Pan Chalt  Constable Onetal Destrots  Mayla Min- Greg Williams  Can Rivards Zeel, Fishera  Reference series:	16-11-22	ille Lun	Bill Grass	350 Edwards RD	Burdan	13.678	
Jan Soult Pan Chalt  Justallur Greg Williams  May Challed Hill Com Situation  Con Rivards Tach Fishwood  Kill Com Con Control  Con Rivards Control  Con Rivards Control  Con Rivards Control  Co	611 22 See	le Baut	Mike Gauct		Smede	55 36	
Contable Cree Williams  The Mindle Cree Williams  Con Rivades Zeer, Rismon  The West Control	6-4-22 Jan	Spult	Pan Cikelt	7 6	Mycuris	12-15-58	
HWW Chandon Hitte Williams  Com Rivarian Zach Sisunder  Rivinande serie):	10-11-22 Cart	all all	Cristal Destitu	400 Pin Hill Pa, Oct 124, 174	Marian	18-01-15	The state of the s
1 Shed 6	X6-11-22 Yr	gal and	11:3	GEG FM 726 JEHRSMIX	MALION	19-26-68	
· vol	H(0-11-22 Him)	& Bundond	HIMTE THUNSHICK	950 Machinia la VIFFICIATA	1 Marion	4/11/0/1993	
	16-11-12 Za	7 Rivardan	Jacel Nishmpler	Su Pin L- Jeller, To	Warien	3/11/98	The state of the s
Scrial Number (Wilmer of the serie): Date of Issuance (La Jecha de Emissión) Olive 10,2022. / Quiro 10,2022	15/11/20	2 11-2	Cape Process	419 (his lan Marshall the	Harri Son	04/15/1554	
	Serial Number (Num	tero de serie);		Date of Issuance (La Jecha de Emisión)	10,2022	/ Quinio 10	,2027

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (AL)

We, the undersigned qualified voters of Marion Courts, 12,3,4,5,8,9,10 (Autoridad de registro)

Place the Actual Sector the city/county for the Coloque et Sello Verduarrelle la ciudad populatorapii et Sello Ver Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la experanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legulizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date of Birth Voter Registration Number-optional Numero de Registro de Fotación-optional	16/8/18	26-11-1	(0-21-8C)	07-	8	727	75-1	Sings	7-60	2-1982	ig 10,2022
	31/8			4-6	11-11	11/10	12.7	May Con of Bar	2-5	1-7-	2 /Qun
County	Muio	marin	Marien	MarioN 9-17-63	Marion 1-11 68	Myzion 1/16/67	MARION 12-7-94	MANNES	Marie 9-27-60	Marron 4-12-1982	10,202
Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	829 Lakevier D. Jether Tx Minion	-	24/697 Stork Huy 49, Jefferson, Tr 75457	851 Lock Mountain Rd- Aninger TX	851 Lock Mountan RD	SISI FIN TSC JOTEMINA	SEE Basham St.	5 20 ceals Sony & Deserve	432 WOODY CAMP RORD	54 shedy crove Park Rd	Date of Issuance (La fecha de Emissión) Olune 10,2022 /Qunio 10,2022
Printed Name (Nombre en leiva de molde)	Michael Fith	who Oebbie Mathis	Tiffan Allen	Teresa Nevels	Prest 35 News	Jens erus	Molley Elivsch	Myla Thyon	Allar Blalock	Jeffey May	1
Date Signed Signature (Fecha Firmado)	10/11/25/11/11/	16-11-32 1 soldie may	1-1-1-1 Million Oller	le-11-32 Jenned Juds	4.11.22 Jah	White July	14/1422 Malley Clind	W. M. W. W. W. M.	19-13-2012 (Mp 1266)	16-15700 AN M	Serial Number (Numero de serie):

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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion

Jefferson To the Marion County Election Officer, JeffersonTexas (Al.

Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10/Mutoridad de registro)
We, the undersigned qualified voters of Marion Count. Jefferson Texas

Condado de Marion, Jefferson , Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber: |

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed	Signature (Firma)	Printed Name (Nombre en Iena de molde)	Residence Address (City, Texas, Zip) (Direction de Residencia, Ciudud, Estato, Código)	County (Condado)	Date of Birth (Fecha de Nacimienio)	Voter Registration Number-optional
2102/51/11	TalishuBands	TALITHA BAKRETT	5192 FM 729, JEFPERSON, TX 75057 MARLOW	MARION	01/21/1985	
-68/C/NO	120 12 12 10 10 10 10 10 10 10 10 10 10 10 10 10	MIN'THU LEAFE BILL	521 1M 726 Septent The wastow 1/16/1961	WARIOU	1/1/1/1961	
Ce/17/0	Relection 20	Pobeus Mulch	loys Balboe Jeffesen 7565 mar, on 7-20-1979	marion	7-20-197	
6/19/33	(Many Son	DAMUY LAND	600 SHADY GROVE PROKAD, JEFFERSON MARKON 10-14-1948	M.ARION	261-61-01	
S R S	* CONTROLLER	A HMCWClockNin	1 1100 Lindson R. Influenta Mourian 8/19/83	Louis Or	68/5/18	
10 20 B	7	Todalvinn	-	Marian	1/5-3/70	
10/20/23	Shed Sum	Shelly Summerville	1	St Marin	2/1/83	
To Lot	Mary Marla	PAKYMAPIES	1791 US HWYSGN JESTERON TROPSUST MAN ON 1/40/13	7 Mari Oc	1/4/13	
22/12/0	1 to Mak	-ES HART	433 GORNAIN HOE FULLISM MAYON 9/23/	MArion	4/23/54	
delp	The His	Jeviy Hill	198 Joe Walker Rd Hillsine Marrier 8/22/70	Marrion	8/22/70	
Serial Number	Dey Nightero de serie):		Date of Issuance (La fecha de Emissión) ( Uma 10,2022 / Quais 10,2022	10,2022	10 unio 10	2202,
			Milita			

AW15-3 Prescribed by Secretary of State Section 501.026, 501.023, Texas Election Code 412009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Can

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) Jp 1, Precincts 1, 2, 3, 4, 5, 8, 9, 19 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson

Place the Actual Scal M he city county here R (Coloque el Sello Verdader ale paciual mana aqui a de elección propuer above merral above hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas. Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes Jegahmente capacitados de dicha área la (Territory for Proposed Election) determinación del signiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Fecha Firmado) (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Direction de Residencia, Cindad, Estato, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fonación-optavio)
X 4/22 [ Juy 1/45 mil	deCheyonne Mybride	als dustrut dr. Huvle ton [4 75631	Marion	5/24/Acol	
X 6/23/32 Pungan	- Knockhlasten	1654 FW 176 West Nan KYKK Macian	Marian	4-23-1984	
Julien land toon	1946 War	Days Kollinge 10, open	2007	82/m/50	
X623-22 00 34 1 Dr	L Broke vare	1#2 Private R. 8721 J. Burn Marion	Marion	22-4-6	
1633-39 1 11 XX	22 body nelon	Sour SSS Toins Rd Lotters	Manny .	18.82.6	
+63333 NU TUE	Instigat Delegan	CK3 Toing RA LOP ran	NA MARION	x-2087	
V6-33-32 18 hummler	Menter on Caper	221 Diffused of Tellowen	War	9/13/97	
16-33-34 (10 Junton	Talfon lagan	321 Difter of Got Lellenson	Marion	1/8/99	
16-23-22 Neve Classe	Julic Plage	380 FM 728 5CHE 30- 17.	Mams	1-/4/-1	
1 6-23-22 Jan Day	John Player	426 Decan Court Jeffers	Many	10/11/20	
Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) ( Jane 10, 2022 / O Linis 10, 2022	10,2,02,2	/aunio 10	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) Jefferson Γο the Marion County Election Officer, Jefferson Fexas (AI

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson Texas

Place the Actual Scale Gived the city of the Coloque el Sello Verdadera 9810 ciudade de contra (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

16-10-22 Mult Jour William Esquisible APO Mighting Le SARoson While  6-17-22 Mult Jour Charle Milliam 3-8-91  6-17-22 Mult Jour Charle Milliam 3-8-91  6-17-22 Mult Jour Charle Milliam 12-184  6-17-22 Charle Misland Misland Misland Misland 12-84  6-17-22 Charle Misland Misland Misland Misland 12-84  6-17-22 Charle Misland Charles Misland Misland 12-80  4-17-22 Charle Misland Cori Smith 920 younger Rd mission 12-80  6-17-24 Charle Misland Solvert Smith 920 younger Rd mission 12-80  6-17-34 Charle Misland Cori Smith 920 younger Rd mission 12-80  6-17-34 Charle Misland Cori Smith 920 younger Rd mission 12-80  6-17-35 Charles Misland Misland Misland Misland 12-2022 Junior 10, 2022	Date Signed Signature (Feeha Firmado) (Firmago	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estudo, Cádigo)	County (Condado)	Date of Birth	Voter Registration Number-optional Numero de Registro de Votación-optavio)
Charle Wise mitter Johnson 200 19 Charles MECON 15 Charles MECON 15 Charles MECON 15 Charles Mes Smith 9 Charles Smith 100 Cha	7007	GO WINDH	340 Mightingele Sefferson	Meriga		
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Chad Meloy Chad Meloy 15  Color Early Cori Smith 9  Color Early Robert Smith 9  Man Filter (Swith 19  Man Filtr (Swith 19	6-17-32 Chame MECA	Ochance Milor	BJR Chrostal LN OAGE	Marion	16-75-81	
Coop Smith Cori Smith 9 Resort Smith 8 Resort Smith 9 Resort Smith	6-17-22 Chad Myslay	Chad MELOND.	1527 Bake Nd Harelton	Marien	12-1-84	
to Robert Smith 9 Holos Bigson 19 Anderfrithe 7	6-17-20 Collings	Clob Sujech	720 Lateride 25	Mallor	20-81-9	
to Robert Smith of	LOPID Know Smith	COS SAITH	920 YOURSEL RA	Maria	1-25-80	
Alder Court of Star	10-D Report Suit	Robert Smith	920 yourger Rd	MANION	11-18-06	
Ampathe 7	(0-1) MM	Alex (bury	KORO FM SOFT HARRY	18.80	12/20/21	
( Somborfultre )	シング	1000 (1) (200)	7025 Line Street	Marion	361815	
	101 malan paper	(Interituitie	7042 FM JAG TECKEL	Men	10-2481	
	Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) ( Lange	10,2022	/quinio 10	,2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texus) Jefferson To the Marion County Election Officer, JeffersonTexas (AI)

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County Jefferson (Territory for Proposed Election)

Place the Actual Scale fishe city of the Sello Verduderad Black Condition of the Sello Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [par medio de lo presente, respetosamente suplicamas se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) determinación del siguiente asunto, a saber: 1

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

USS 121 Wind Minds M. Obord L.	Printed Name Nombre en Ieva de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
Mode Jamos & Marde	Wicheel A Waller	949 LAKELIGO DK, JEHLUSON, TX 75657 MANCION	MAKION	££61/22/10	
Mostle Dacketer (	MARCH Kidnards	197526 Pine 1 Mallerian 24 75657 March 71465	1 Parion	7/14/65	
American Dadresser	EVIS S. TORRANS III	5TT 205 S. AULY FEFER SON TX 75687 11/1880N 3/6/54	7 MARION	3/6/154	
Menter M. Cloud	Freezela Doordrester	785 Jomes Werkelled Wertreller Merrien 8/6/41)	Memon	(16/6/41)	
	ear 255	3273 Han 954 Bakolle Tr Parola	Parola	04/8/10	
	usude male of	3132 Huy 959 Bedvill G		6/20/10	
X6-36/22 Oblas Rolling	Addie Rollins	33080 Sara Pa Jefferson Trans 11 11683	Marion	5851/11/11/9	
X6-26-72 costo Mantotità co	Crustal Mchychen	230 Redbut Str. harten, TX KCSI Wer. On	Man, BM		
X02022 and were To	Town Wolfsam	4473 fm 201 Jefferson 1x 7809 marian 05/02/1998	Marian	8661/10/50	
1 15-22-22 mal 200C m	Mother. 1. Allen	249 Samples Rd Avince, TX	Marian	11:16:1963	
Serial Number (Número de serie):	D. 30	Glima	10,2022	19 unio 10	- 622

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (AI)

We, the undersigned qualified voters of Marion Course. 1.2, 8, 9, 10 (Autoridad de registro)

Place the Actual Soil of the city County here of Coloque el Sello Verdudera (Bla ciudad collino aqui A Sello A Sello Verdudera (Bla ciudad collino aqui A Sello (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed Signabare Printed Name (Feela Finnal) (Namby en tera de molte)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County Date of Birth Voter Registration Number-optional (Focha de Pacimiento) Numero de Registro de Votación-optional
KAY LOK HAI	240 PR 8706	Mrton 11-26-61
16-19-24 Share Share LACK	PO 84 683	MARIUN 1-25-69
X10-19-34 Char Free . Charle Headen	725 W Texas Ac	Man 12-2-03
V6-19-23 Let May TEFF MAY	594 Shady GROVE POLK RD,	Mar. on 102-28-61
19.2 Unitarious 41120 Certaineds	3220 PM 728 Japons ts	(mare 6/22/82
XIE-19 July Man Till Contress	509 Telos Rd	Marion 103-73-00
16-20 Camps mant	244 PR 8 706	marion 06-27-52
X6-20 MILLEN MICH DE HE	13 54 7 87	March 10-31-82
10-20 grown of way 120090 Kelly	126 Crofford st	max6X 11-30-61
X6-21 Louis Mactines	209 Corroe St	Mario 6-6-97
Serial Number (Número de serie):	Date of Issuance (La fecha de Emisión)	Date of Issuance (La fecha de Emisión) ( Uma 10,2022 / Quino 10,2022

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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

efferson Fo the Marion County Election Officer, Jeffersonpcxas (Al

JP 1, Precintos 1,2,3,4,5,8,9,10

Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of

Place the Actual Sea College city/country here of Coloque el Sello Verdaderogie de city/country here of Sello V hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente supficamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed Signature (Feela Finnado) (Finnal	Printed Name (Nombre en letra de mogde)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth	Voter Registration Number-optional
X Pun X	Howards trayine	1206 N STAST Longwiew, TX Maritin	Marinin	8-8-3	
16-21-22 ( TOLK 2	AUTHORY H / 17176	17 PR 8706 JEATERLON TX	MARION	MARION 12-31-59	77.11.1
X6 23.22 Brown &	Sadley Mibine	124 FIM Dr Hillston +x	Minsion	178-1885	
16.34.33 Growth, By	Shawe Brolley	1794 Gelf (101) Rd Joffersonant Mericon 12-16-1973	x Warion	12-16-1973	
46/24/22 Chis Chi	Chris Coldeneyes	5223 Migh Ward Lone Longen	Mank	Mank 12-13-1955	
+ (0/34)2 Perda/1/2/	Rondall Rold	1971 Bandack KD Anny 74	Marien	3-11-198	
Kallahir Lafter And Park	Flash. A. h. a. T.	# 194 104 3563 February	Marion	8/25/15	
142 27 Kg min of she	they bear I	14.2 44 24 54 54 5 Junes 1	Muni	2/14/62	
1020/11 6 represent	20 Mil may	5/21 FIM 726 JEACOSONTX	-5	113/1	
X	Richald Fried	of 920 KillAD	Marin		
Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) ( Una 10,2022 70 unio 10,2022	10,2022	19 unia 10,	2022

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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Le CIW COUNTY ACTOR OF STATES & STATES OF STAT

Cotoque el Sello Verdadera de la ciudad Conse

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Scales the city/odupt

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (41)

Jenerson
We, the undersigned qualified voters of Manine Court. 12,3,4,5,8,9,10(Autoridad de registro)

Condado de Marion, Jefferson (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature /	Printed Name (Nombre en tena de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
1	Ican hondrode who	1016 Clarkeville St. John Marin	Marin	11.04-23	
17 20 Tes Kelle	Nost Well	304 Breal Tage	Merra	5-2-82	
-VN Fortallille	House Rung.	159) (28) HV B. DErsm	3	15 8-	
MISSIAN DEPOSITION OF THE PROPERTY OF THE PROP	Anthon Line	XX BONDSING.	Mirian	6-30-01	
12,00, 1 Minh	1011/10	104 AN 8 Marsin 785	thism	10.011	
11 The Comment of 12 1	John Marine	NO HILLONA DE JOSE	Marian	あとん	
	Sold Sold Sold Sold Sold Sold Sold Sold	2to Hillings D. Jeffer	2	08-5-11	
1-722 Miles / Jell	Michael Willy	20/ Contrabuted St. De City To	Mewin	85-81-01	
7.08.73 Je mas / 128/	Toroass 16/1/18	201 Continuated of Moch TR.	Mangen	4-1700	
7.72 Kun (2000)	Lyn Gunell	aro Le Mans Ore GAR B.	Were	15-3.6	
Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) Olune 10,2022 / Quino 10,2022	10,2022	19 unio 10,	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal of Westity/county here of the Actual Seal of Westity/county here.

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Casa (Al

Texas) Jefferson

We, the undersigned qualified voters of Marian Facinits 1,2,3,4,5,8,9,10/Autoridad de registro)

Texas (Nosotros, los subscritos votantes capacitados de

Condado de Marion, Jefferson , Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la experanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venía de bebidas alcohólicas referido en el asunto arriba p

To Legalize:

	Printed Name (Nombre en Ietra de molde)	Residence Address (City, Texas, Zip) (Dirección de Rexidencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Feela de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
1/23/22 Dave / Some 12	David Salza	489 Tegas Duce Jestoroth 1565 marion	marion	4001/27/80	
7-23/22 bourson Juylon to	houren Schoental	alelo coffeedille Ad Jefferson TX 15657 maion	marian	861/8/188	
Now Shapen Store St	Salabar Stalet	329 Pine Hill Road Ove CHITA SUBS MONEON	25.50	381/34 FO	
of wester of med refeels	Bylan Thomason	144 Bereu 3 C XTK1841 TX 78657 MENDER	messen	10/33/1990	
1123 Now John 10x	Ryssa Tolbers	355 12000 March Dave Novement 200 121, 55 1.9 20 121	(2) (2) (2)	12 m// Se /E/	
7-232 Haly Shund 15	Mex Software	394 1K 5780 TAVAL	Manne	-2643	
1-33-33 Robert Hason K	ebecettelson	OR W. Audo Dr. OR. Cita D	Marion	8-7	
7-25-72 Jan Hochous De	vis Philmaux	BI Farrey Pol Cone Fra &	Martin	417.8	
125.22 John Launch	Shull Kndicheauk	122 Fried 12 ( 20 2)		150	
M Sound to Recent	Kanank	Backing Relanger		1010 1010	
Scrial Number (Nimpro de serie):		Date of Issuance (La fecha de Emisión)	10,2022	lone 10,2022 / Junio 10,2022	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Can

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción Condado de Marion, Jefferson , Texus) (Territorio de elección propuesta) Ue, the undersigned qualified voters of Marian Caraca, 12,3,4,5,8,9,10/Autoridad de registro) (Territory for Proposed Election)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

determinación del siguiente asunto, a saber:]

Date Signed Signature	Printed Name	Residence Address (City, Texas, Zip)	County   Date of Birth	Voter Registration Number-optional  Numero de Registro de Volación-optuvio)
(Feeria Firmado) Arma)	(Xambre en leira al moute)	121 This Doc Hour	100	
102/20 10 10/20/1	A MOUNT	LIGHT MOVE TIECTED TX.	400 8 Man (0-13-7	
Jane Creer	Denry Peter	329 Impolato Ocean	Manner 4-1-79	
A COLUMN A	1	Tan Branco L'Albury	Marion 11-24-9	
7. 22.27 Mindred Switzer	Cole Kary Fr	220 12 12 B. OBEN 12.	Mary 6 1802	
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Serial Number (Nimero de serie):		Date of Issuance (La fecha de Emisión)	Jane 10,2022 / Junio 10,2022	10,2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, Jefferson Fexas (AI

Place the Actual Scalogue of Sello Verdaderical Parcindarical Agriculturation and agriculturation of Sello Verdaderical Parcindarical Agriculturation of Sello Verdaderical Agriculturat Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en terro de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Cudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
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Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) ( Luna 10,2022 / Junio 10,2022	10,2022	quinia 10	2022

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TAXES \*

(Coloque el Sello Verdadero de locujata...

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the city/county here

Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 4/2009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION FLECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

. Texas) Jefferson Fo the Marion County Election Officer, Jefferson Coas (41)

Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Pennsy 16/446/449/16/440/449/46/449

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas. Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del signiente asunto, a saber: 1

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

To Legalize:

(Fecha Firmado) (Figha)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Directión de Residencia, Ciudad, Estado, Código)	County (Contdado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
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# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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, Texas)

Condado de Marion, Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

ARREST ...

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) Oficial Electoral del Condado de Marion

, Texas)	(Nosotros, los subscritos vo
(Al Jefferson	,5,8,9,10(Autoridad de registro) Jefferson , Texas
on Officer, Jefferson cxas	ority) JP 1, Precincts1,2,3,4
the Marion County Election	(Insert Filing Authors, the undersigned qualified vo
To	We

local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción (Territorio de elección propuesta) otantes capacitados de (Territory for Proposed Election) determinación del siguiente asunto, a saber:] nuncisignen

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages." To Legalize: (Enter Measure Here)

to see legalized the sale of alcoholic beverages referred to in the issue set out above, que esté legalizad la venta de bebidas alcoholicas referido en el asunto arriba presentado.)	
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Date Signed Signal	Signature (Firma)	Printed Name Wombre en Iena de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciadad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Cass (A)

JP 1, Precintos 1,2,3,4,5,8,9,10

Texas (Nosotros, los subscritos votantes capacitudos de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)

We, the undersigned qualified voters of Marian County Helferson

Place the Actual Scarscalls city county here of Coloque el Sello Verdadero de Bandade o vina de Secritor de Actual Scarscalls city county here of Coloque el Sello Verdadero de Bandade o vina de elección maria de elección maria de alección maria d hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la Marion County, Jefferson (Territory for Proposed Election)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

determinación del siguiente asunto, a saber:]

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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Texas (Al.

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson, Texas

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Scal Checkly County here Be Coloque et Sello Verdadero de Incandul con de la Coloque et Sello Verdadero de Incandul con de la Coloque et Sello Verdadero de Incandul con de la Colombia del Colombia de la Colombia de la Colombia del Colombia de la Colombia del Colombia de la Colombia de la Colombia de la Colombia del Colombia de la Co hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetovamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages." To Legalize:

(Enter Measure Here)

(Fee a Firmado) (Fi	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Estado, Cédigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) efferson (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified veters of Marion County. Jefferson Texas To the Marion County Election Officer, Jefferson Fexas (Al.

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the ony/county here a selfor Verdadero de local of the ony/county here a selfor Verdadero de local of the ony/county here a selfor of the selfor hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga unu llamada de elección de opción (Territory for Proposed Election) determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté Tegalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed Signature	Printed Name	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth Vote	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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AW15-3 Prescribed by Secretary of State Section 301.026, 301.023, Texas Election Code 47209

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Texas (AL

, Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marian Precincts 1,2,3,4,5,8,9,10/Autoridad de registro)

Place the Actual Seal of the Collection of the Marion, Jefferson Texasimination of the Collection of t hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Terrifory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

. Texas) Oficial Electoral del Condado de Marion

To the Marion County Election Officer, Jefferson Fexas (Al

Jefferson Jefferson We, the undersigned qualified voters of Market 1,2,3,4,5,8,9,10 (Autoridad de registro)

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en Ierra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
Jose n Sam Cul	Share Coult	110 Terry Dr Jefferson TX Mariun	Majour	8-10-54	The second secon
The say was the	Lat. Hall	240 Pt 8706 Getterson	tefson mission	N. 26-61	And the second second
Comment The Solve	Dougle John II	200 likets church Di Hortehin	malia	N-88-8	
The rate of	K1:5 MC (0X	509 Tezus Rd APT#3	Morion	13-03-88	
12-10-72	ELHART	433 EGYMON JOHNAN TY 75105 7 W. OLI 101 9-25-54	Wed I'v	9-25-5	,
	Mer Doncon	11	Meden	68-C1-11	
Will a second	2 2000000000000000000000000000000000000	XOG TEXAS (NAMAS) X TEACT	Maca	16-61-h	
The Box and	XTW TO	STORY.	Marian	226-60	
17-1-32 My los of unbor	Janir Kainson	2834 Old Telfferen Ka Carrison 1	MARION	2-1452	
X7-1-27 (1/2)	Kordd C Gumm	216 Neadowlark Dr. Je Heison TX Harvison	(tarvison	9/14/37	
Serial Number (Número de serie):		Date of Issuance (La fecha de Emissión) Olune 10,2022 /Quino 10,2022	10,2022	19 unio 10,	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson Fo the Marion County Election Officer, Jefferson Fexas (AI

Place the Actual Seal of the Collection of the C (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

Ve, the undersigned qualified voters of Marion Control (Antoridad de registro) (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que este legalizad la venta de bebidas alcohólicas referido en el asınto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

		Printed Name	Residence Address (City, Texas, Zip)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
(Fecha Firmado) (Firma)	1	The Chila Consult	408 Maspolia Dr. Jellia	Marion	11.04.98	
87.4	The second	Chind Phinds	THE KIMPS TOLLORDY	Marion	N-30-55	
1-13 Man	A COLA	Adores Bross	100/ N. Coss St. M. Affican	MACION	10-05-75	
1208 S. W. C.		2000	1858 FM 179 Law Sta	MANAGEN	01-06-88	
			Mr Day Chare Do Toller	Mayne	1.05:73	
	2000	Kennya Olem	My Forst Twon le Jollin D	10110	8-28-8	1.0.0777/100
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Milmag		17/08/ St. Hay US JEFFERS	Mewis	16-1-91	A
	9		27 CRISTHALLO JOBSZUT	M YIMDIY	0171/04-25-14SS	
10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	11/0/100	Coharce 1 Whose	212 N. Valle 4. Tally to	Marion	6-2-38	
D PORTO	The state of	The same	212 NING RICHARY	Marion	0-1-55	
Serial Number (Nimero de serie)	le serie):	V Obert Laura	Date of Issuance (La Deha de Emisión)	Glove 10,2022	~	2202'

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Scal of the ory/county here of the selfor of the ory/county here of the ory/county here or the original or the

, Texas) Oficial Electoral del Condado de Marion Jefferson

To the Marion County Election Officer, Jefferson cass (41)

-> Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marian Course. 1.2.3.4,5.8,9.10/Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

(Territorio de elección propuesta)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed	Signature (Firma)	Printed Name (Nombre en Ietra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
128	Runder	Brenda Brown	341 E. Pryspick RJ Jefferson Marion 109-28-44	Marion	D1-88-101	
6.28	Min Brile	Toson BILLE	119 Wed land Space Arry	Marin	12.23-4090	
6-28	Lande Bundices	Linda Brundidae	290 FM 729 Jefferson	Marion 1-17-64	1-17-64	
1.78	Imm ( Orland Tox	Anne Coddinaton	909 FM 779 JEFFENSON TR.	Manjon	086-11-1	
10-78	Sand Sold of	Rund Modelmathe	909 FM 729 JEPPERSON TZ.	Marion	12-19-19-19-19-19-19-19-19-19-19-19-19-19-	
80.17	Joseph John	Joseph Wall	27 FN 78 John TI	Maria	1-24-93	
1820	N. C.	The Diedical	していましているまかっち	Lest V	5-10-1-33	
Y.		CL ST. LEGUEL	THOSE IST TOTAL	NO LOS	0-11-8(0	
1000	Modern 1896.	Colles Collect	1016 GILLS TOWN	Born	58.88.5	
10-28	Coop, Sooo	Amiley Rell	9030 FM 729 AMAZIN TR MAMS, 11-28-8-1	Manist	11-28-8-1	
Serial Num	serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) (Luna	10,2022	19 unio 10	22021



AW15-3 Prescribed by Secretary of State Section 90.1026, 501.023, Texas Election Code 472009

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson Fo the Marion County Election Officer, Jefferson exas (Al

Up 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro) We, the undersigned qualified voters of

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Scal of The County here of Sello Verdadero de 30 and decondada aqui a sello Verdadero de 30 and a hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed Signature	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cédigo)	County Date of Birth (Condado) (Feetha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
77	Print Blown	249028. Huy 49 Jess-	Marron 1-26-71	
15.78 June 2 Color	Thursdy Brown	150 Sax Check Co. Tothers.	Marisa 7-7-96	
022 To XC-17	150 CE	220 FM 13x TE (4x.800~	Murico 4-14 43	5
			16.137 3.1443	
10-74 MS AM	Mark Dob	20 Wesper Or of Table	Maria 6-29-91	
CON MILE	HUNDRY TYONG	200	MANDWOTSTOZ	. 7
Serve Serve		350 Ches. N. D. J. S. J.	Bollow Later 60	
	C 12 C 25 C 1	749 Brownall Tithe	Marine 3-16-90	
1 has Smy Bras &	Anthon Brada	4000 FW 779 Blown 72	More 52682	
1-28	January / Marin	321 Prosts Rd. Tellor	Man 10-3-70	0
Serial Number (Número de serie):	2	Date of Issuance (La fecha de Entision) Quase 10,2022 / Quais 10,2022	10,2022 /gunio	10,2022
		***		

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# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

LAXES ON LOVING ON LOVING

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta)

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Casa (AI

Texas)

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson . Texas

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del signiente asunto, a saber: 1

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

Date Signed	Signature (Firma)	Printed Name (Nombre en Igra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Mamero de Registro de Fotución-optavio)
25.00	Townson of the second	Kim Goman	290 Shreepert Rd. Aunael Marion 14-16-74	Marion	01-01-H	
889			720 od carabace (to i nother	3000	16/19/30/	
5000	So The Market	Tr. Free Lokes	Case. Property These	Horm	17.25-84	
1625	Roye Duch	Rance Junder	80 old ChericeRB. Low Ster	Marie	01-19-10	
(0-18	Now Lead Brown	Tennendamin	9657 FM 729 AVMGER	Marion	08.23-90	
11.28	this fait	Foliv Correct	1023 Lake de Do Joseph to	harm	7.7.52	
82.00.	KONNIP PAPUSINGLY	Kanne Brendhade	338 Berra 3c Teffer	Marion	Marion 6-72-83	
Dwel or	Nacolo-floot	Nacho Freet	SIS Marauder Circle Chelity	Mamon 9-11-82	9-11-82	
4018	How Bout	Huntel Fleet	SS Moradin Bille ( Dolly	Many	674-03	
1000	Moral Timer	Morean Garnison	1830 Boon Oracles. All se.	Janos.	Marron 11.2697	
Serial Num	erial Number (Nimero de serie):		Date of Issuance (La fecha de Emission) Olyn 10,2022 / Quins 10,2022	10,2022	19 unio 10,	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Sar Orthe CWContry here of Coloque el Sello Vendadere el minero aqui mana aqui

SOR - COLLINS CAND

Oficial Electoral del Condado de Marion

, Texus) Jefferson To the Marion County Election Officer, Jefferson Caus (AI

We, the undersigned qualified voters of Marion Course 1-16.

Condado de Marion, Jefferson, Texas) (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la experanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

	Printed Name	Residence Address (City, Texas, Zip)	County	Date of Birth	Voter Registration Number-optional
(Feeha Fumado) (Firma)	Nombre enterna de monda	DO HIM OF TOLLAN	Minos	18.8.6	and the second s
A STORY SCALE	Kale In Const	27 Coston (+AK Do Total	marre	いかかない	
SCOL SCOL	Cond Loven	Slickelly On one (Ph)	MAYNON 10759	1028	
STATE OF THE PARTY	Jackson Baron	225 Paul (was Rd. JEHEUS:	Manso	10-01-1981	
1 4 8 C. 10 Am	Lewis From	33/4 FM 2083 JEHRISM 13,	Mallon 4-21-76	4-21-16	The second secon
	Sill on the son	3431 AMPRIES AMAREL	Marion	Marion I-la-76	
14.28 P. J. S. S. J. J. S. S. J. J. J. S. J.	Took sou	231 Beroag Jeffres 12.	3010	1.6.95	
1 20 100 XC-1	15000 PSau	231 Bereas Tofferson Tx	Rend	4.11.31	
1000 Call Co. Call	Victoria San	231 Bornes Tefferen B.		Mahn 10-11-60	
1978	ALAMANT CARO	509 tain Ro. Dep	Mary	1-18-81	
Serial Number (Nimero de serie):	0	Date of Issuance (La fecha de Emission) ( Unas 10,2022 (quino 10,2022	10,2022	(gunia 10	2202

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Coas (Al

TexasJefferson

Ue, the undersigned qualified voters of Marion Court. 1.2,3,4,5,8,9,10/Autoridad de registro)

Place the Actual Seal Sell of Colonne et Sello Verdudero de la dudad butt po aquit a Sello Verdudero de la dudad butt po aquit a Sello Verdudero de la dudad butt po aquit a Sello Verdudero de la dudad butt po aquit a Sello Verdudero de la dudad butt po aquit a Sello 1, 2,3,4,5,8,9,10 m/V, TEXPS (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Cádigo de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí apareceu, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed (Fecha Firmado)	Signature (Fjrna)	Printed Name (Nombre en Ierra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condudo)	Date of Birth	Voter Registration Number-optional Numero de Registro de Votación-optavio)
6.28	Monte Lude	Maries Auder	2456184. Huy 49 Jeffer R.	Mario	1.31.65	
26.28	Franc Dudy	Frank Duden	2450 St. Hay G. Taber Ty	Mars	63-88	
4-78	In due moun	Andrew Brown	150 Killy Will E Cut of M. JARUSA	Marian	1-4.77	
10-28	Derrie Duridad	Destice Dunishak	230 Berral Jefferson Tr.	Marion	Marcon 2-24-86	
2007	Milseul mas	Mellssa Enos	119 Better RD DIE 6HZ 10	Mars 10.25 10	10.28 10	
200	Brand, Green	Band; Gates	The's Grainson Po. ( one from	previous	Maryn 11.6-84	
200	0 6 9 8 C	Dale Estes	184 WOCCHE COUNT THEFTER	Markey	Pare 4-4-84	
子子	Topisha Rates	Terrese SSTRS	189 Wand on Caron Tollar		G-76-2	Amenda de la companya
628	Par Pet de	Ray Fletche	1699 Mysell Da. Awar	nam	2-1-60	
Ser	Mothers	Monde, Flatcher	1699 Males Ros Mars	Nan	Man 5-4.61	
Serial Number	oer (Numero de serie):		Date of Issuance (La Jecha de Enfisión) ( 11 10,2022 / 9 unis 10,2022	10,2022	/ aurio 10,	2022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson (41

, Texas) Jefferson

We, the undersigned qualified voters of Maries 23.4,5,8,9,10/Autoridad de registro)

Place the Actual Seafaith city(county her 2)

(Coloque el Sello Verdadero de la mindad del mindad de la mindad de la mindad del mindad del mindad de la mindad de la mindad de la mindad de la mindad del mindad d , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the logally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetoxamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed (Fecha Firmado)	Signature (Firms)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación optavio)
1 6-28	Home Suma	Hrace Durum	301 W. Austro St. Jeller	Marion 9-7-50	9-7-50	
\$2-9	In Curren	Apr Dumm	301 W. Austin St. Jefferson Marion 4-28-1958	Manion	4-28-1958	
8201	Moore less	Howon Ross	1101 6, Wholen St. Teller	Marin	08.51-9	
20-02	See Labour	Sue Fuhants	DXT Devide St. Ore City	MANNE 8 10-7	× 10.7	
16.28	Brunda Care	Brande Gage	WINDST. ADMSON TO	Manne	5.03 52	
7028	Burdanene	Danlawane	252 Jule Jone Jeleva	mann	3-13-W	
16-26	Lynna Markad	Umsny Markall	210 E. Watson G. Jeffinson Ta.	Maron	1-13-98	
82-9	Mine Nather	May Marken	281 Washington On Augus Th	MUMM	1-15-01	e para e de la de la del VIII e en la companya de la del VIII e en la companya de la del VIII e en la companya
16-28	Austi Phone	Justra Pierce	399 Waldrep In. Jefferson	Manon	TT-69-11	
1628.22	Jobs Patchille	Jest Pardith	1795 FM450 are why to	Marian	148-87	
Serial Numb	Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) A 11 mo 10, 202 2 /01 min 10, 202.	10000	10 min 10	2027

C.:

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal of the Clay County the County the County the County the Clay County the County the

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Caras (AI

Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Course, 12,34,58,9,10 Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí eparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hercon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed (Fecha Firmado)	Signature (tima)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) Dirección de Residencia. Ciudad. Estado, Código)	County (Condeado)	Date of Birth Vo (Fecha de Nacimiento) Nu	Voter Registration Number-optional Numero de Registro de Votación-optavio)
82.9	Vay Vith	Paul Duton	34796 St. Hus NA Aires	Marion	12-22-83	
10-28	Maryle De Hon	Prandi Duton	5	Mango	12-00-80	
85-9	Archana 9 003	Anthine Epos	599 Histiday Hulber Dr. 18168	Marian	6-7-73	
7. 6-20	Monar Calense	Manual Colleassi	のあるからは大きないと	Warn	144.83	
16.28	Mrs Kung Jahr	Christiana Cartier	809 9 Live St. Toffiren TV.	Mcnon	7-12-57	
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Serial Numbe	ber (Mimero de serie):		Date of Issuance (Ld fecha de Emission) ( Una 10,2022 / Quais 10,2022	10,2022	19 unio 10,2	22022

# (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal School Coloque el Sello Verdudero de Padudad Coloque el Sello Verdudero de Sello Verdudero de Marion, Jefferson Texas

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta)

Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, Jefferson (AI

, Texas (Nosotros, los subscritos votantes capacitados de Jefferson Jefferson (Autoridad de registro) Up 1, Precincts 1, 2,3,4,5,8,9,10 (Autoridad de registro) We, the undersigned qualified voters of

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente supficamos se haga una llamada de elección de opción "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asımto arriba presentado) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

C	Signature (Firma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cádigo)	County (Condado)	Date of Birth You'r Ke (Fecha de Nacimiento) Numero de	y oter Kegistration i vitinga-optavia) Numero de Registro de Votación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Sear Sethe city of Property of Cologne el Sello Verdudera Cologne el Sello Verdudera

Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, Jefferson Call

(Insert Filing Authority) JP 1. Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson Texas

Condado de Marion, Jefferson, Texas) (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

Date Signed	Signature (Firma)	Printed Name (Nombre on lenra de mokle)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Estudo, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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Serial Num	Social Number (Nimero de serie)		Date of Issuance (La fecha de Emisión) ( Jame 10,2022 / Quais 10,2022	10,2022	19 unio 10	,2022

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Season the vist ounty have a coloque el Sello Verdadero Te la cinca de place de la cinca de la cinca de place de la cinca de place de la cinca de place de la cinca del cinca de la cinca del cinca de la cinca del cinc

Texas) Oficial Electoral del Condado de Marion

JP 1, Precintos 1,2,3,4,5,8,9,10

To the Marion County Election Officer, Jefferson Cass (Al

, Texas (Nosotros, los subscritos votantes capacitados de Uerrerso We, the undersigned qualified voters of Marion of Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:/

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui apurecen, que esté legalizad la venta de bebidas alcobólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seafor the city agenty here?

(Coloque el Sello Verdadeso geta cimento adulta)

Apply 1, Precintos 1,2,3,4,5,8,9,10

WAR WAR

JP 1, Precintos 1,2,3,4,5,8,9,10

Oficial Electoral del Condado de Marion

, Texas) efferson To the Marion County Election Officer, Jefferson Cass (Al

Jefferson versions Authority) Jp 1, Precincts 1,2,3,4,5,8,9,10 (Autoridad de registro) We, the undersigned qualified voters of Marion Courant 1-2

Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) , Texas (Noxotros, los subscritos votantes capacitados de

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente supticamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que este legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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ial Numbe	Serial Number (Nimero de serie):		Date of Issuance (La fecha de Emisión) (Ling	Mrs 10,2022, 10 unio 10,2022	/aunio 10	2202

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> Oficial Electoral del Condado de Marion

		Stice Officer Loffcroom	Official Electural Del Contrado de Manon	חמ אומוסו
Tol	he	Mailon County Election Officer, Jenersol Texas (A)	/ Jefferson	, Texas)
	(Insert Filing	(Insert Filing Authority) p 1 Precincts 123458910	8 9 10(Autoridad de registro)	
3	, the undersigned qualifi-	red qualified voters of Marion County, Jefferson	Τ,	exas (Nosotros, los s

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JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here)

1 10	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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Serial Number	Serial Number (Nimero de serie):		Date of Issuance (La fecha de Emisión)	10,2022	2,2022 / Quinio 10,2022	,2022
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) Jefferson We, the undersigned qualified voters of Marion Committee. To the Marion County Election Officer, Jefferson cas (AL

, Texas (Nosotros, los subscritos votantes capacitados de

Place the Actual Seakorthe city/county here. Description of the actual county here. Description of the city/county here. D JP 1, Precintos 1,2,3,4,5,8,9,10 (Territorio de elección propuesta)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas míxtas."

To Legalize:

(Enter Measure Here)

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### PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) Oficial Electoral del Condado de Marion

We, the undersigned qualified voters of Marion Course. 1-6-10. To the Marion County Election Officer, Jefferson Cass (A)

Texas (Nosotros, los subscritos votantes capacitados de

Texas)

Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the city/county here of the c hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción (Territory for Proposed Election) determinación del siguiente asunto, a saber:/

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

Date Signed	Signature (Firmu)	Printed Name	Residence Address (City, Texas, Zip) (Dirección de Residencia, Cindad, Estado, Código)	County (Condendo)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion

Fo the Marion County Election Officer, Jefferson Cexas (AL

Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seals Effective outry here of Coloque el Sello Verdudero de 16 ciudal condido uque o precintos 1,2,3,4,5,8,9,10 (Colony Texas) (Iorio de elección propuesta) (the above mention) hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente supticamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente cupacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber: f

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here)

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Foración-optavio)
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## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) Oficial Electoral del Condado de Marion

Texas)

Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Noxotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Course, 15,8,9,10/Autoridad de registro) To the Marion County Election Officer, Jefferson Casa (AI

Place the Actual Seal of the city/county here a Sello Verdadero de laccindad/condato aquification of the city/county here a Sello Verdadero de laccindad/condato aquification of the city/county here a Sello Verdadero de laccindad/county here a Sello Verdadero aquification of the city/county here a Sello Verdadero aduition of the city/county here a Sello Verdadero aduition of the city/county here a Sello Verdadero aduition of the city/county here a Sello Verdadero and the city/county her hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of (Territorio de elección propuesta) (Territory for Proposed Election)

local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

	Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip)	County (Condado)	Date of Birth Voter Registration Number-optional (Fecha de Nacimiento) Numero de Registro de Votación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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Use, the undersigned qualified voters of Marion Caracters, 3,4,5,8,9,10 (Autoridad de registro)

Place the Actual Seal of the Sello Verdudero de Colute Coloque el Sello Verdudero de Colute Coloque el Sello Verdudero de Colo , Texas (Nosotros, los subscritos votantes capacitados de

(Territorio de elección propuesta)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

Paula Mind Drade Edwards 11 Lorden Frids, Brook 1112 18  Sosie Cobe Doc Cobe Charles 2  Men 12 Calor Majer (102) 8  Chuste New March 102 8  The March 12 Calor Majer (102) 8	Date Signed	Signature (Firma)	Printed Name (Nombre en Jetra de molde)	Residence Address (City, Texas. Zip) County (Dirección de Residencia, Ciudial, Estado, Cádigo) J., c. 3 (Condada	County (Condado)	Date of Birth Voter Registration Number-optional (Feeha de Nacimiento) Numero de Registro de Fotación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Jefferson , Texas)	ridad de registro)
(Al	other
the Marion County Election Officer, Jefferson Fexas	(1) And Dilling Analysis of the Constant
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Place the Actual Seal of the city/county here of Sello Verladerozla, a cindada organis Seal of Coloque el Sello Verladerozla, a cindada organis Seal o Serial Seal organis Sea (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election) (Insert Filing Authority)  $_{\rm JP}$  1, Precincts 1, 2, 3, 4, 5, 8, 9, 10  $^{(An)}$  We, the undersigned qualified voters of

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Tindo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

(Es la esperanza, proposito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Voter Registration Number-Optional Numero de Registro de Votación-optavio)						6	<u></u>				22020
(Fecha de Nacimiento)	12-8-38	10/18/22	1-216-90	19-78-0	6-15-74	6-17-77	10,25- 1	416-57	11.27-61	10/2/04	/quinia
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) We, the undersigned qualified voters of Marian Control (Autoridad de registro) To the Marion County Election Officer, Jefferson Fexas (AI

(Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una ilamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legulmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber: |

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que este legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Restitencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
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Serial Num	Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión)	une 10,2022/gunio 10,2022	19 unio 10	22021

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, Jefferson Fexas (Al

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Nosotros, los subscritos votantes capacitados de Ve, the undersigned qualified voters of Marian Court. 12,3,4,5,8,9,10/Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del signiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

. Texas) To the Marion County Election Officer, Jeffersor Caus (Al

Undersigned qualified voters of Marian Court, 12,3,4,5,8,9,10(Autoridad de registro)

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the orly/county here a color of the orly of the o hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

Date Signed Sig	Signature	Printed Name (Nombre en leura de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Cindad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	Share Sugar	Sarah hamasky	450 Pine Lang, Jofferson	Mann	01-08-92	
6-20,	6-20- Marth of Just	martha Cruz	530 Telas Re. Jetterson Tr.	Marran	06-03-4989	
Serial Number (Nimero de serie	(Nimero de serie).		Date of Assuance (La fecha de Emisión) (June 10,2022 / Junio 10,2022	10,2022	19 unio 10,	2202

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal of the County here of the Coloque el Sello Verdadero de Jaconia didicondado aquit.

Oficial Electoral del Condado de Marion

. Texas) (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson Texas Fo the Marion County Election Officer, Jefferson Cass (Al

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

XES & S. 10 to 10 hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la Condado de Marion, Jefferson (Territorio de elección propuesta) (Territory for Proposed Election)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages." To Legalize:

determinación del siguiente asunto, a saber: J

(Enter Measure Here)

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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson (AI

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Nosotros, los subscritos votantes capacitados de

We, the undersigned qualified voters of Marion County 1.23,4,5,8,9,10(Autoridad de registro) (Territory for Proposed Election)

Place the Actual Seal of the Collection of the above mentioned of Collection of Collec hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

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# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> Oficial Electoral del Condado de Marion

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To the Marion County Election Officer,

JP 1, Precintos 1,2,3,4,5,8,9,10

We, the undersigned qualified voters of Maxim Commun.

, Texas (Nosotros, los subscritos votantes capacitados de

Place the Actual Search Coloque el Sello Verdudero de 16 ciudad son de 18 mm.

Coloque el Sello Verdudero de 16 ciudad son de 18 mm.

El Sello Verdudero de hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [par medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

To Legalize:

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determinación del siguiente asunto, a saber:}

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# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> Oficial Electoral del Condado de Marion

, Texas) To the Marion County Election Officer, Jefferson Fexas (Al.

We, the undersigned qualified voters of Marian Court, 12,3,4,5,8,9,10 (Autoridad de registro)

Place the Actual Seal School College of Sello Verdadero de Madades Marion, Jefferson Texas, (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

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(Condado)	Ban	Man	3	Manne	Man	Marron	Marke	1-10U	Maries	Warn J.	0 10,2022
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## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> Oficial Electoral del Condado de Marion

ferson , Texas)	) as (Nosotros, los subscri
lei	ecincts1,2,3,4,5,8,9,10/Autoridad de registro
To the Marion County Election Officer, Jefferson Texas (Al	(Insert Filing Authority) JP 1, Pr We, the undersigned qualified voters of

Place the Actual Seal of the city/county here actual Seal of the city/county here actual Seal of the city/county here actually actually seal of the city/county here actually seal of th (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

(Es la esperanza, propósito e intención de las solicitantes cuyas firmus aqui aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip)  Oprección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Kegistration Number-optional Numero de Registro de Votación-optavio)
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Series No.

Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 472009

# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

Oficial Electoral del Condado de Marion

Texas) Fo the Marion County Election Officer, Jefferson Casa (Al

We, the undersigned qualified voters of Marion Course. 1.2, 8,9,10 (Autoridad de registro)

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Sea of the city/county here as (Coloque el Sello Verdadero Best of the city/county here as (Coloque el Sello Verdadero Best of the city/county here as (Coloque el Sello Verdadero Best of the city/county here as (Coloque el Sello Verdadero Best of the coloque el Sello Verdad hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una flamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

10/30 Mod Ministe Mill Ministe 5th Old Will William 12 the Constitution of the Constit	Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cédigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

FSSOR - COL MAN

Place the Actual Seal of the County here Control

(Coloque el Sello Verdudero de Jarcindad/cona

Oficial Electoral del Condado de Marion Fo the Marion County Election Officer, Jefferson Fexas (AL)

, Texas)

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts1,2,3,4,5,8,9,10/Autoridad de registro)
We, the undersigned qualified voters of Marian County Jefferson

Condado de Marion, Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

TAXES STATE TEXPS WHEN TEXPS STATE TO THE TEXPS STA hereby respectfully request that a focal option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente supficamos se haga una llamada de elección de opción (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature (Firma)	Printed Name (Nombre en Ierra de molde)	Residence Address (City, Texas, Zip) (Direction de Residencia, Cindad, Estado, Código)	County (Condado)	Date of Birth Voter Registration Number-optional (Fecha de Nacimiento) Numero de Registro de Fotación-optavió)
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036 6000	Jugar Story Co	MY LETONABOUN RO, AVINA	Man an	6/3:/8
18/22 (Bester Hausten	greator stantinen	boo Fm J2x Jelers	mann	08/02/571
1/20 122 Kh 000 1/10	gall Ishlow Whostaff	130 Centura Dr. Ore Chy Tr.	Marion	Marion 02-04-99
10-28 Natural	Matheden	2004. Pryset Ro. John D.	Non	6-16-03
102.22 Kin L	prim 1976	Who we prospect RA	Merch	8-10.31
10.20-30 S. Prof.	Lace todan	COST PONTOS JOHNS	Non	337%
679' Kme Sura	Alme River	803 E Whatenst Jeleva B.	mens n	641-11
6/20 Min 246	5 Milling Schler	129 Perle Ro. Jeffer	Manbh	Manbr 5/09/1991
Serial Number (Ninnero de serie)	e):	Date of Ssuance (La fecha de Emisión) Quas 10,2022 / quano 10,2022	2 10,2022	10,2022
C	00	-		

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Sear of the city/county here of Coloque el Sello Verdudero Bosto enudad angul o aguir o Sear of the city/county here of Sello Verdudero Bosto enudad angul o Sear of Sear of

JP 1, Precintos 1,2,3,4,5,8,9,10

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (Al

Ue, the undersigned qualified voters of Marion Course, 1-2.

Condado de Marion, Jefferson, Texus) (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisimes de Código de Elección de Texas. Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

	Printed Name	Residence Address (City, Texas, Zip) (Direction de Residencia, Cindad Estado, Cidigo)	County (Condado)	Date of Birth Vote	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
(Fecha Firmado) (Firma)	Millera Contr.	37 Amz P.J. Jofferson	Menros	09-24-55	
The state of the s	Just Contr	323 stork et . Defterson	Manzon	1/20/54	
	Toylor (Icales	DOUN COSS SH. Jefferson TO. Mavien	Mavien	01-08-50	,
16/20/22 19/1. L. L. L.	S Chardo Hawkins	234 Rock Extend RD. bone Ster B.	Marion	05/20/1987	
	Town Colored	Chit Brown of Home Car Asses	Morden	C 20	
0000		159 Dave St. Jefor S.	Marrie	21/20for	
International Arthur		7 Les E. Prospect Rs.	Marion	Marion 14-13-03	
SELECTION CALL	TOUT TOUR BY ON	a 219 Therm Dr. Long STEL	Marion 572-78	572-78	
STATE OF THE PARTY	The Care at 1	The Parks Mrs. G	newson	7-24-81	
10130 162, uceste	The many of the Many	F-55 50 -4 -45 55 =1	Bar	10-24-01	
Serial Number (Nimero de serie):	3	Date of Issuance (La fecha de Emisión) ( Llora 10,2022 (quing 10,2022	10,2022	/quinio 10,2	220

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson (AI

Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Nosotros, los subscritos votantes capacitudos de Jenerson versioned qualified voters of Marion Courses. 10, Autoridad de registro).

Place the Actual Seakoffite city/county here of Coloque el Sello Verdadero de Ta éndad Condado aquir ES (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetoxamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:}

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the peritioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed	Signature (Firma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Ciudad, Exado, Cádigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
5-1-5	Gran Wille	France Pode (Co	26 Shear = 3 104 12	THE WILLIAM	39.02.91	
71-2022 dim	dinda (namer	Inde Crower Hawking	440 Boun Barkes Armager TS.	Movies	3-10-53	
7-1-13	Price Do drives	Paulaking	III Kim Cicle Armaei 12,	Marien	13/09/07	**************************************
4-1.22	March Intel	Marke MACLE!!	125 PR 8150 JEHERSON D 7557	Marion	10-8-01	
11	Mary Other	Danny Aged	329 simple St. OPECITS	Mones	52/1/80	
0-1-22	Gover Sum	Darger Summ	240 Cross Place Armyn	Mame	20-201	
1/1/12	Sant Schler	Aushin Shelling	391 PK 5730 JEPen	wer-	9-14-2000	
1-1	Yeart sheeping	Kent Shelling	391 Ph 6730 Jeffegor	merian	02-12-1	
41-32	Renew Have	Rendetrange	1370 FM 3001 JEFRERIN	Mariba	Maritan 08/3/72	
4-1-20	When troubling	Wayne Frankuin	300 Woodside Or. Jefferson	manne	10-12-01	
Serial Numb	Serial Number (Numero de serie):		Date of Issuance (La fecha de Emisión) (LAMO	10,2022	10 unio 10,	2022
Serial Numb	er (Numero de serie):		Date of Issuance (La fecha de Emisión) ( June 10,2022 / Junio 10,2022	10,2022	/9 unio 10,	dan.

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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Fexas (A)

Texas) Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Search city/county here of Coloque el Sello Verdadero de la giudad con delo aquir y Y Y Precintos 1,2,3,4,5,8,9,10 , Texas (Nosotros, los subscritos votantes capacitados de

Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) Ue, the undersigned qualified voters of Marion Course. 15,8,9,10/Autoridad de registro) (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas. Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

To Legalize:

	Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia: Cindud. Estado, Código)	County (Condado)	Date of Birth  (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
~	129	Wilter Bayon	Melisse Saylor	2050 FM 348 JEPPERSON 727557	marion	11/03/79	
7	1-29-22	6-29-22 Mahave Forolle	Michael Fowler	199 Attenta Str Armer 18.	manish	Do-12 42	
	623	Hazden Whee ons	Hayden Williams	Soo Monsea Dr. Arthrogé	Merien	7-27-57	
_	57-0	TRANSPORT	Total Telefon	120 Berea 3A Jelleren	Marson	Messon Us ONE	
-	6-24	Tax Burel	Josh Porce	429 wover 34, Jefferson To	meron	103-80-10	
9	1/29/20	MinandelBoo	MirandeMape	(80m)	Mangon	MMMDN 01/14/98	
	6-29	and toster	Case Fost	450 Beran Jeffer To.	m	329-84	
_	6-20	Figur John	Chint Man	23101 8. Hy 18 Jeffers	mensa	Marian 1/10/51	
0	3.29	Par Bulberall	Carr Millerad	223 May Bracken Juna B	Marion	02/8/13	
	6-23	Jamy Phasman	Jung Phirbourk	22 Rus Breeda Par B	Marian	oolife	
]	Serial Numb	Serial Number (Número de serie):	The state of the s	Date of Issuance (La fechu de Ethisión) A Ime 10,2022 / Quino 10,2022	10,2022	10 min 10,	2022

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

, Texus) Oficial Electoral del Condado de Marion Jefferson To the Marion County Election Officer, Jefferson Cass (41)

We, the undersigned qualified voters of Marion Couract. Let.

Place the Actual Seal of the city/county here of Coloque el Sello Verdadero de la city/county here of the city/county here of (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes cupacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Divection de Residencia, Ciadad, Estado, Cédigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
639	At Dee Smith	Ashlee Schmidt	399 Schmidt Ra. Jefferson	marion	marion 01-26-93	
629	Long Symills	Renze Schmidt	334 Schmids R.D. Togeron	Manon	9/17/02	
27.9	toposono !	Jen Somet	322 Sums RS TRE	hom	913/05	
6/39/26	Carlin Karelin	Parstantian Wir	184 Chalre S. Orech D.	Marion	1-20-19	4,000
50/0	District Pater 2	10	All things country of	ma don	1-10 - 27	
E33	diffus housens	wens Hathy Selliers	809 Nashington Ave. Awas Manon	Mandy	9/20/53	
10-29	John Falm	Robert Sellnes	gos washington fue. Privaci	menion	25/1/20	
6-19-72	Bally Powed 35	Barney Powell	400 Kullynller J. DEFER 1802	Massin	08/2/48	
I dach	Jahrill Morrow	Paprille Monows	110 Morrow CD. Die C.tx	Marion	12/12/56	
129	Hand Mone	Hand Morrow	110 Mars A SIECTA TA	manion	214/62	
Serial Nur	Serial Number (Número de serie):		Date of Issuance (La Jecha de Emission) Quana 10,2022 / Quana 10,2022	10,2022	/quinio 10	2025

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson Fo the Marion County Election Officer, Jefferson Fexas (Al

We, the undersigned qualified voters of Marion Carons 12,3,4,5,8,9,10/Autoridad de registro)

Place the Actual Seal of the city/county here. Be (Coloque el Sello Verdadero de la citadad/coultado aqui , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

To Legalize: (Enter Measure Here)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en leira de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
11-12	Rush Williams	Durn Williams	205 Paccold pr Tefferson To	Mairish	Mau D - 15-19-17	
1-1	Earl Johnson	Earl Solvage	BZ Mercedes St. Ore City R.	Mañon	02-05-1957	
1.1	Homes comple	JOHNS LAWIE	1077 N. Withug St. Telferson	merry	9-20-03	
1-0.5	Signal Programme	Mayor Price	Ato LASSAM DIE CITY	15-01-10 Directory	21-0-13	
>	Herin Production	1000 CM	yes cossile on atom	She out	2/11/55	
11-22 Pag	Pat Onera	Dat dinera	351 Tequs 20. Jefferen	# Maison 6-7-60	6-7-60	
101	on McNoull	Moson Mayeely	19 (hanust Jefferson	Marion 111802	1118/02	
170	Any Medicar	no y McNeedy U	19 Chancy St. Jeffus Ta	meso	Ja-11-c	and the second s
17-1-22 14	Touston Prolles	Caider ANDIOS	800 Scott Cred RD. THEN ST.	Manon	11-08-97	
7-1-79	Level Bosos First	Jans Luchou	ASO FAN TICA SOFFANTED	Tream	man 1-19-53	
Serial Num	serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) Alma 10,2022 /Qunio 10,2022	10,2022	/ Quinio 10	2202,

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

JP 1, Precintos 1,2,3,4,5,8,9,10

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson exas (AL

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jelferson , Texas

Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages." To Legalize: (Enter Measure Here)

Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en Ieua de melde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciadad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
VI-2- 30 Regularitan	Ry Whitey	40, Cast Witten St. Jefferson	Minon	10-01-5	
Jagar Mighell holder	Lesine WOS/24	3514 St. Hwy 135 Love 87.	Market	MUNDEN 09/26/27	
1-2-72 Brosson	Brooke Smith	166 Dojwood St. Avisor	Manon	9-4.98	The state of the s
7-2 Wester Sin	Dusth Sisson	150 Hop: Trad Jether	men	1-22-44	The state of the s
1227 Bely Shellen	13.119 Shellow	101 4. Warswille It Teller	1) James	10/11/01	
7-2 from Poldy	Am Ratchiff	Real Methods of the Control of the C	marter	52/81/0	
111 Dillung daws	May 1 dans	USB Symbologo Telles	March	5/200/gy	The second secon
17.2 milde	- Devoeble Hillans	196 Themen & Great	MANN	MAY4M 11-15-92	***
17-2 Jawan Bear	Advian Blace	18458 Fr 729 Long Bed	nem	7-10-01	
172 Junber Janole	Tennifer Brold	503 FM 729 Hazer	Meyor	11-28-84	
SchallNumber (Numero de serie):		Date of Issuance (La fecha de Emission) Olume 10,2022 / Quinio 10,2022	10,2022	19 unio 10	2022

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(Coloque el Sello Verdadero de la ciudad

Condado de Marion, Jefferson

JP 1, Precintos 1,2,3,4,5,8,9,10

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson exas (AI)

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2,3,4,5,8,9,16/4utoridad de registro)
We, the undersigned qualified voters of Marion County Jefferson , Texa Marion County, Jefferson

Place the Actual Seak of the city/county here a value el Sello Verdadero de la citadade contra de aqui. 9 hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción ocal de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre on letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cieligo)	County (Condado)	Date of Birth Vol	Voter Registration Number-optional
( PAR	Edwidellandson	- Courtle Longeson	1644 Hall Rd. JPRISA		_ /	No.
88	The Care of the Ca	MILE POST	1722 COTTEL RIS SOFKISSIN	5	8/22/57	
(10)	Sund hay	Parett (113)	222 Cotta Ros Jollassa	remies	21/2/108	
16393	Heather Gucel	Heather Pout!	106 tosten Hils In Jakerson	Maribo	2018/192	The same of the sa
200 S	M Emder Wason	MindyOgamo	311 Berea 7 Jepesson Wassy Marion	Marion	8/14/80	
16-29	Jarlel Mark	Cordy Prose	209 Morrow 08, 012 LAV 13,	marson	1260485	1
7(000/29	My lot Edluc	Amelo Coldwell	AD Smertove (D. Takes	Maries	CHICA	Construction of the Constr
620	Hancapain	Mony Brown	150 Helleville Cet on C.D. Tefferon TO	Marism	810.79	
200	- Undertonnodr	Nicolo Permonen	40 Alabidaco PARRON	Che Man	Man 10-18-96	
- an	Northe Agress	Nation Armed	728 FM 728 JURIA	New	prises	
Serial Numl	Serial Number (Número de serie):	(c	Date of Issuance (La fecha de Emisión) Oluna 10,2022 / Quina 10,2022	10,2022	19 unio 10,2	220

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seaf of the city/county here a (Coloque el Sello Verdadero Bega ciudad conflido aquit a sello Verdadero Bega ciudad conflido actual a sello Verdadero a sello Actual a

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Fexas (Al

, Texas)

Jefferson

We, the undersigned qualified voters of Marion County Infference

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Tindo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed (Feelya Firmado)	Signature (ripma)	Printed Name (Nombre en Ietra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Esudo, Código)	County	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
(m)	Picke Mond	Nicole March	871 Boplanding P. Tro C. 1x	Monon 5/20/85	5/20/85	
(Da)	Such Film	true Fahor	1119 Old Auron RD. Ore Fr	Mocisa	11/4/07	
689	Helenoftsher	Helen Fisher	1099 Deallingened bye Cay De	marten	1-23-66	
06/00/9	love Suran	Lone Budans	199 Morrow B. Ore Chr. D.	Winson	9/28/87	
629	Shirtmy Brown	Anthony Broad	1933 Morran 13, One City	Mana	2/1470	
624	Rete Amoust	Pete Amoles	300 Johnson Creek Rd Jeffuson	Many	566	
- 1000 ·	N. C. Brand	Kara Verses	AND RAMORINGSING	Marcan	2886	
6/13	as former	Con Born	3 1. Claster 33 S. KACh.	3.5	255	
16130	Haltharas	Lea Arras S	1540 Lassett RO. From	Marien	1-2603	The state of the s
16-29	you show	Jesse Alanas	1540 Lasate es. Jeffer To	Marian	B4-80	
Serial Numb	Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) (1111 10,2022 /011111 10,2022	10.2022	10 unio 10	.202.2

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Interest

AW15-3 Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 4/2009

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

PAN COUNTY TEXAS MAN GOVERNON COUNTY TO

Condado de Marion, Jefferson , Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

Texas) Oficial Electoral del Condado de Marion Jefferson

Fo the Marion County Election Officer, Jefferson Cexas (Al

, Texas (Nosotros, los subscritos votantes capacitados de Union transfer that the undersigned qualified voters of Marion Court, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de behidas alcohólicas referido en el asunto arriba presentado.)

Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
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Serial Numb	Serial Number (Número de serie):	1 Market	Date of Issuance (La fecha de Emisión) ( June 10,2022 / quiro 10,2022	10,2022	(quinic 10	22021

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion

Jefferson

We, the undersigned qualified voters of Marian Court, 2,3,4,5,8,9,10/Autoridad de registro) To the Marion County Election Officer, Jefferson Call

Place the Actual Sabolithe city comy heron (Coloque el Sello Verdadero de la cindade poddo aqui \* (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Charles Allon Attend Allon & Color Allon & Color Allon & Color & Charles Allon & Color & Charles	Date Signed	Signature	Printed Name	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	(Fecha de Nacimiento)	Numero de Registro de Votación-optavio)
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Texas) Oficial Electoral del Condado de Marion

JP 1, Precintos 1,2,3,4,5,8,9,10

To the Marion County Election Officer, Jefferson Fexas (Al

Place the Actual Scaboune city/county here my (Coloque el Sello Verdadero de Samuel Coloque el Sello Verdadero de Samuel C hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of , Texas (Nosotros, los subscritos votantes capacitados de Jenerson We, the undersigned qualified voters of Marion Court, 13,4,5,8,9,10(Autoridad de registro) (Territory for Proposed Election)

submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize:

(Enter Measure Here)

Date	Date Signed	Signature (Frma)	Printed Name (Nombre en leura de molde)	Residence Address (City, Texas, Zip) (Dirección de Rexidencia, Ciudad, Estudo, Cédigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación optavio)
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\$	12 96 Stand	1 of Stand a Condi	Perder	no water of The	1	2-18-05	
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#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Coloque el Sello Verdaderocidekvirandardo aqui.

COUNTY NEW OF THE STATE OF THE

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Cexas (Al

, Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marion Court. 12.3.4.5.8.9.10(Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a las votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

(Territorio de elección propuesta)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

To Legalize:

Date Signed	Signature (Firma)	Printed Name (Nombre en tetra de moide)	Residence Address (City, Texas, Zip) (Divección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voler Registration inumber-optional Numero de Registro de Potación-optavio)
2		Carrier Production	50 word St. Fellen	3000	8-24-42	
Celes	Colan Robons, Minus	Rep. Coa Murrey	521 Houston St. Jeffur 73	mann	CORRIA	
620	Win Jan	Brian Jone	No Jagua St. Orc. B. R.	Maron	12-20-87	
(180) (s)	X	Kotte Gibson	BAYS Kellynle CORS. Efferen Marian 9-10-88	Maxim	8-01-6	
(5.3)	Konnahousen	Tomas Nelson	183 Sugary Copy Toplan	Morres	may 6.19.24	
(0.00)	XION LOUIS	Laure Mundler	For Alesson & Broken	March	March 9-7-18	
10-2000	Torsano Michael Cale	Mithael Date	189 Wooly Cano Rd. Burat	Mayron	16/4/1	The second secon
10/10/22	1100 0.10		Hop Berra, & Jefferson	man-	18/6/0	
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Serial Num	Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) Quas 10,2022 / quanto 10,2022	10,2022	/ quinia 10	2202

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion

SAXAL MOON WATER

JP 1, Precintos 1,2,3,4,5,8,9,10

Jefferson To the Marion County Election Officer, Jefferson exas (41)

Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts1,2,3,4,5,8,9,10/Autoridad de registro)
We, the undersigned qualified voters of Marion County, Jefferson , Texas

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas. Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

	Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en Icha de moide)	Residence Address (City, Texas, Zip) (Dirección de Residenca, Cindad, Estado, Cádigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional
7	88	Mindulde Don,	Mindy/Ve/Son	TOUR Common of Tefferson Manon	Manon	8/27/96	
	63	Con Marin	Mr. Myan	14 Mir Bred In Text 1844	Wallen	4/13/24	
7	9	Muse Affillow	Mistry Hilling	140 Boon Deal Change	Marion	200	
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7	8	San Marie	10 B	700 Gleens Church RS.	3000	28	
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## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

Texas) Oficial Electoral del Condado de Marion

To the Marion County Election Officer, Jefferson (AI)

Texas (Nosotros, los subscritos votantes capacitados de We, the undersigned qualified voters of Marian Courant 1-4, 19, 10 (Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

(Territorio de elección propuesta)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

Date Signed Signature (Firms)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia. Ciudad. Estado. Código)	County (Condado)	Date of Birth V. (Fecha de Nacimiento) Na	Voter Registration Number-optional Numero de Registro de Votación-optavio)
10-30 PONN MELAN	Patrick Mylax	212 N. Morrer St. Jephon	marion	10/20/29	
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V(all) Barbones Boses	dethe Jones		Marson	10-10-59	
(me) Land When	Comy Halestrano		Me	grasi	
16.20	Journal Lendriche	992 Cm 229 Follow R 75.87	Meson	11-10-77	
Inla Archido Mousin	CHITCIS Maluma	511 Wordland Dr. 18/10/20 Marion 12-17-83	Marion	12-17-83	
(1901)	Carlos Horas	4890 FM 2483 Teller M	March	10-109 Q.C.	
6-30 Care from	Carl #iner	LOSO FM JURG JERRISH TH	menten	11-13-52	
1620 12 4. Sol.	Front Gotter	25432 St. Huy 47 John 13	Mayion	432/02	
Mary Shirt Ed. Dr.	" (Think (Joynal)M.	, ,	Marie	Pollogical	
Serial Number (Nimero de Serie):	PA 9	73	10,2022	/quinia 10,2	220

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion Jefferson To the Marion County Election Officer, Jefferson Fexas (AI

(Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 Autoridad de registro)
We, the undersigned qualified voters of \_\_\_\_\_\_ Marion County\_Jefferson \_\_\_\_\_ Texas

Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of tocal de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicames se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en Jetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia. Cindad. Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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JM-1-33	( Janes Aud K	Cased GWL	noterry or Jefferson B Monon 10/14/80	Mondey	10/14/80	
21.32	Le Malhoux	Su Vardefrost	2549 FM 728 Jelleron 12	Mann	10/10/43	
77	Godn Ruller	Cottor Miller	382149 PM 728 JeRunta	New	4K/51	
7-1-20	Mary to Mary Mary	3 rdas Transco	576 FW. 2083 Toller R.	Han	10-13575	
1/1/2	A. Galden	A. Bolden	29 8. My 135 Surger To.	Maron	Nostec	
I	Housed Golden	Haveld Golden	323 St. Hony 15 prugut 13	maria	10/01/85	
77	Lade Vane	Lade Janel	2152 Hal Rd. Jeffer	mond	11-7-00	
			ALL. Drudus A. Teter	Russ	Junean 5.970	
75	Lan Jase	Auron Stago	520 N. Wohnt John	me	10/21/38	
Serial Number	Der (Numero de serie):	K	Date of Issuance (La fectia de Emissión) Oluna 10,2022 / quino 10,2022	10,2022	19 unio 10,	2022

#### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Cxas (Al

Use, the undersigned qualified voters of Marion Court, 13,4,5,8,9,10/Autoridad de registro)

Place the Actual Scalo The city/county here 2 (Coloque el Sello Verdadero della giudad/condidio uquir 7 (Coloque el Sello Verdadero della giudad/condidio uquir 2 (Coloque el Sello Verdadero , Texas (Nosotros, los subscritos votantes capacitudos de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here) (Es la esperanza, propósito e intención de los solicitantes cayas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

It is the hope, purpose and intent of the peritioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en letra de moldy)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth Vc	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
7122 More Vot	Thomas Vick	110 Girdsey Rd. Jeffer	Marion	11/20/87	
7.1.22	Same tooker	7.5432 Sx Maxua Telper	Merry	6-8-8	
71-88 17-88-17	Liz Fosten	steyed & Hay 49 Jettern Marron 00/02/58	Margr	00/00/00	
21.29 Sant Janel	Saut Verrell	Del Marrier Mr. Three	Men	9-16/11	10, 10, 10, 10, 10, 10, 10, 10, 10, 10,
7-1 park Tubler	Paul Tyllan	1) Marca 3 D Umas	300	CK-8-00	
Milana Striami Vila	Abigail Vila	1355 Sand Country RD. Jellenson Marion	Marion	11/22/28	
2rd March 184	Jona Blue St.	700 Abesty June 13. Lighter	Maran	9/10/97	
2 -1 Down T. Dunell &	Danvel Educati Sc.	Too ( seesty Church Ret. Halletin.	Sea 3	アースでい	
Control of the same	Kellun Deducts	Too De Clour Sure Ro. Bur.	William .	1000	
The Many of June	May Reses	240 PR 8150 UR CAX	Marien 91/80	02/1/80	
Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) (Luna 10,2022 /quiro 10,2022	10,2022	/quinio 10,2	2022

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## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion Fo the Marion County Election Officer, Jefferson Fexas (AI)

Texas) lefferson

We, the undersigned qualified voters of

Place the Actual Scal of the Collection of the Collection of the Colonia of the C , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territorio de elección propuesta) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad. Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votarión-optavio)
1-6	Camer Southe	Cameror Gentle	205 E. Hauron St. Jeffer 72	Mercen	1-25-07	
7/1/1/23	dealn forth	Les In Frosten	968 Beaty Rd. Harleton	MARTIN	10/02/87	
74	Cata Vanele	Carper Vamel	LOUN VICTORSHAM Pol. Hom	Man	3-1-00	
1-6	Cameridan	(gamen vernell	4264 War Sonat as	mar. Sc. 125-57	125-52	
19-1-22	10	Rol Boulisa	1258 Obs Colons 27	Marion	7/1/81	
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	and ores	- fall when	(15 Johnson Cap from	Man	( )/m//c/de	
Serial Num	Serial Number (Número de serie):		Date of Issuance (La fecha de Emisión) Quana 10,2022 / Quano 10,2022	10,2022	19 unio 10	2022

### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

TAXES Sky

Ser. (Ser.

Condado de Marion, Jefferson , Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta)

Oficial Electoral del Condado de Marion

, Texas) Jefferson Jefferson Jefferson We, the undersigned qualified voters of Marion Committees (2,3,4,5,8,9,10/Autoridad de registro) To the Marion County Election Officer, Jefferson Caus (AI

Place the Actual Sear With city/county here a (Coloque el Sello Verdadero Bech cindad/co data aqui: 52 coloque el Sello Verdadero Bech cindad/co data aqui: 52 coloque el Sello Verdadero Bech cindad/co data aqui: 52 coloque el Sello Verdadero Bech cindad/co data aqui el Sello Verdadero Bech cindad/co data aqui el Sello Verdadero Bech cindad/co data actual de la Sello Verdadero Bech cindad/co de la Sello Verdadero Bech cindad de la Sello , Texas (Nosotros, los subscritos votantes capacitados de

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los terminos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

(Frehe Firmado) (Firma)	Printed Name	Residence Address (City, Texas, Zip)  Observin de Residencia Cindad, Estado, Oddigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Puttioci - Optional Numero de Registro de Votación-optavio)
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00	David Rownerd	245 Washmaton D. Ainger	Marry 01.28-6	01-28-60	
The state of the state of the	五	1007 Old Colour, Rs. Jefferen	Marian	05/27/01	
6-13-10 Phasholy 11 mole	THE PARTY OF THE P	LEOG Lakeside Dr. Johnson	Record to the second	Marked CA-20197	
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S Committee Allerin	Rans Almans	290 First Place Bathorne	More	6-10-77	
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Serial Number (Número de serie):		Date of Issuance (Lu fecha de Emisión) Quas 10,2022 /quais 10,2022	10,2022	/quinio 10	7702'0

Harris Barrett Barrett

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TAXES

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Prescribed by Secretary of State Section 301.026, 501.027, 501.028, Texas Election Code 4/2009

### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, JeffersonTexas (Al

Condado de Marion, Jefferson , Texas)

(Territorio de elección propuesta)

JP 1, Precintos 1,2,3,4,5,8,9,10

MARIO .

We, the undersigned qualified voters of Marion Court, 1.58,9.10 (Autoridad de registro)

, Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas. Titulo 17 en área mencionada previamente y para el proposito de someter a las votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente supficamos se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature (Ferba Finado) (Firma)	Printed Name (Nombre en fena de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacmiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
	Blane Wattons	401 Arabemson Ore City	Martin	58118	
Alon Mar II with	MKT ( ) WHING	401 Answerd Ready Manny Warry	Marson	12/28/889	
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6-7 Milye Com.	Motival Leeve	518 G. Dis on J. Teffetter Mines 10.2022 / Quanto 10,2022	Mames 10.2022	0600 gd	2202

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Texas (AI

. Texas) Jefferson

Texas (Nosotros, los subscritos votuntes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro) We, the undersigned qualified voters of

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the city/county here of the Sello Verdaderoal of the City/county here of the hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicanos se haga una llamadu de elección de opción Condado de Marion, Jefferson . Texas) (Territorio de elección propuesta) (Territory for Proposed Election)

local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas.

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudal, Estado, Código)	County (Condado)	Date of Birth	Voter Registration Number-optional
6-14-2	1 Jack miller	- Duston Childres	1665 Hall Rd + 2 Dura	News	0.6.	remacro de Acgasto de Foldelor Optievio)
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Serial Number	or (Nimero de series)	\$ 2	Date of Issuance (La fecha de Emission) Quas 10,2022 (quais 10,2022	10,2022	9 unio 10,	2022

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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(Colon Transferiore de la cina...)

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta)

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (AL

Texas (Nosotros, los subscritos votantes cupacitados de We, the undersigned qualified voters of Marion Control of Autoridad de registro)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:/

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages.

(Es la experanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

(Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en leura de molde)	Residence Address (City, Texas, Zip)  Oirección de Residencia, Ciudad. Estado. Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotacción-optavio)
G1572	men Laster	Jacob Conster	Sie W. Mistin St. Jeffersn	Maryen	01/25/95	
5		Strande Mail law	46 Seminale Los JEHESM	1 Senson	Milliam 03 21-13	
20	Rost Marias	Robert Morrow	300 Morrow Pd. UN City T.	Mann	0/1/82	
67	Lathome	Lee Morrow	149 Morrow RD. ONEOR, TX	Meason	12.33	
STS	Small Donnes	Sandra Marra	NO marrow (B) De Gy	Pare	(Septe 5.)	
0.87	Hand June	Harries Tima	USD Amperical B. Checty	Monde	1168	
9-9	Grall Ing &	Class Line Ir.	1,80 Chromas Rd Frocks Tr.	Marion	11.07-86	
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Serial Num	Serial Number (Número de serie):		Date of Issuance (Lu fecha de Emisión) Oluna 10,2022 /Qunio 10,2022	10,2022	/quinio 10	,2022

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson We, the undersigned qualified voters of Marian Control (Autoridad de registro) To the Marion County Election Officer, Jefferson Call

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JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llumada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmus aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

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		Serial Numbe	er (Nimero de serie):		Date of Issuance (La fecha de Emisión) (Luna	10,2022	/quinio 10	2202



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Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code 4/2009

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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JP 1. Precintos 1.2.3,4,5,8,9,10

Oficial Electoral del Condado de Marion

, Texas) Jefferson Fo the Marion County Election Officer, Jefferson Cass (41)

Condado de Marion, Jefferson , Texas) (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de Jenierso, Jenierso, Jp 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro). We, the undersigned qualified voters of (Territory for Proposed Election)

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'oque el Sello Verdadero de la ciudade de la conductación propur

1,2,3,4,5,8,9,10

Marion, Jefferson hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

	Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Cédigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
7	27.829	Han Granos	Shane Hinswarth	157 Water Ridge OI. Jellers-	Manso	4-25-4	
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`		1000H07	NOOLE TREF	TO Marando Mado	Mayer		
7	43	Don Saloge	alex Lafface	1130 BOHM St., JEHERSON 12,	Manton	12-25-45	
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٦	550	Hatheymould	drathermassed	3016, Webster 84, JOHN80r	Manga	Mayora OT-07-77	
	Serial Numb	Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) all Lane 10,2022 / Quring 10,2022	10,2022	19 unio 10	22021

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) Oficial Electoral del Condado de Marion JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas)	
Jefferson	o 10(Autoridad de registro)
14	Ci Li
cer, Jefferson exas	D 4 Decoincet 2 3 A
Marion County Election Office	(Insert Filing Authority)

To the A

Place the Actual Sealangthe city/county here a condadrement of the city/county here. (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election) Marion County, Jefferson 1, Pre We, the undersigned qualified voters of

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de apción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date of Birth Voter Registration Number-optional (Facha de Nagimento) Numero de Regismo de Votación-optavio)	10/11/01	5/1/883	12/20-185	10-00-1940	Mandon Colonks when the	11031453	manon Bartaga	Particle .	03-09-1982	04-01-82
County (Cgndado)	Culo	Marson	Marian	Mondon	CONTON DE	Marien	Manch	MOUNT COLOR	Marion	Marion
Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciadad. Estado Código)	Syl Dross ON Johns	375 Creepwood Po Avior IV.	the late la. Ayrage! To	30 Daleto Minger Tr.	Welleauch Or Jefferson	194 OPSTUTES DED ENERSON	199 (Partical And Advisor 18)	574 TANGERS JEFFERSON	3214 Victory School Road Avinger Marion	498 Tones B Trifferson To.
Printed Name (Nombre en tetra de moisse)	1 levelore Tellon	Lean Manillan	Darrin Alderson	Angela (Hauson	*Culleccarter	Mineraland	Partic Cinethical	Ampell Summonce	Betty Matson	Spria Jones
Signature (Figure)	2 Christing with	When Million	com Belon	Made Johnson	JAN BUT	amy Calderand	A Posto Carley and	2 Kmbo Jaurene	Bother Mickon	
Date Signed (Fecha Firm#do)	NR 1º1	678	16-28-28	3	P(PO)X	630	6867	0	1 6-39	CE-96-99

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) To the Marion County Election Officer, Jefferson Fexas (AI

We, the undersigned qualified voters of Marion Court. 1,2,3,4,5,8,9,10/Autoridad de registro)

Place the Actual Seal Studies its/county here of the Sello Verdadero de la Coloque el Sello Verdadero de la Cindadicon ada aqui esta el Sello Verdadero de la Cindadicon ada aqui esta el Sello Verdadero de la Colon el Sello Verdadero de la Colon el Sello Verdadero de Marion, Jefferson Texas (Territorio de elección propuesta) Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: 1

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas. "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. To Legalize: (Enter Measure Here)

Date Signed Signature	ıre	Printed Name (Nomine en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condudo)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación optavio)
	Just .	Keisn Carte	139 Viles Dr. Jeffer	Marion	02/00/05	
080	mark Moon	Swamet Martin	32593 B. Huy 4G Awagen B.	Marian	10/9E/POI	
· Wash Lon	2 Bashi	Long Nation	208 Cree Days On Jahren	Mayor	10 PM 80	
· 103.13 San	Shit Ares	Sorrah Hres	1348 St. 11 M 4 St. 2 ST		02-18-48	
Topac.		S. C.	75730.13 Mess 140.8 B	Borra	08/38/ATT	
10 x CA CR CO .	Cottata	A PLACE	269 Hillcrept Dr. RPPerson	NO YOU	MONION 04-03-09	11.00
Tot CRIS.	# 200	Home Clist	120 Reveau Tefferson	(May on	in-here!	
888.		Promonta Cookerz	GOS N. COSS St. Jefferson TR 13657	Marien	2、また	
6/20/20 Mg.	O Brown na Do	Mill Billongide	352 Reeves Cn. Jefferson TR.	Marron 3-10-03	3-10-03	
200 BO	Janho)	200 000	Godon Valo St. Tefferson	Mario	Minion ands	
Serial Number (Numero de serie):	nero de serie):		Date of Issuance (La fecha de Emisión) Olana 10,2022 / Gunio 10,2022	10,2022	/quinia 10	2022



## PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion Jefferson

We, the undersigned qualified voters of Mades Care 12,3,4,5,8,9,10 (Autoridad de registro) To the Marion County Election Officer, Jeffersor Fexas (Al

, Texas (Nosotros, los subscritos votantes capacitados de

JP 1, Precintos 1,2,3,4,5,8,9,10

Place the Actual Seal of the oxivity/county here of Sello Verdadero designated county here of the oxivity oxiv hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Título 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

Signature	Printed Name	Residence Address (City, Texas, Zip)  One-ción de Pesidencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Folación-optivio)
	Campre en terra de mondo	110 Sur A. Jefferson	Marion	08-03-144	
	The Downah	214 Bon Bell Rd. Autres	Marion	07.26.58	
0	16.	2 141 Boil Dol Ver Ammy	Marter	D-17-10	endel de la companya
Thomas San	Kelnigill Grusson	811 N. Overs St. Jefferson	Marion	09-2700	
TO THE STATE OF TH	PSYCHE Jamson	311 N. Owans st Sefferen to	Fremin	07-20/1955	
Colle Dist mange		5789 N. US HMJ59 TOFFORM MAKION 11/21/91		11/21/91	
MINON CO 1463	1000 A 1680	119 LOUK M+ DO PAINSON	men 2 100	2110/01	
	S. S	725 Lake M4 0.6) Auran	Malrush	Marrion 11/24/65	
of Jakaisa	The state of the s	15920 Haman May Ore 12	Mars	8-12-95	
0 5	388	595 Day Ose Avin	YOU THE WAY	1-23-62-	
Serial Number (Nimero de serie):		Date of Issuance (La Jecha de Emisión) (Lune 10,2022 / Quais 10,2022	10,2022	/ Junior 10	2202
,	A				

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

, Texas) Oficial Electoral del Condado de Marion Jefferson To the Marion County Election Officer, Jefferson Call

JP 1, Precintos 1,2,3,4,5,8,9,10

We, the undersigned qualified voters of Marion Course, 15,8,9,10 Autoridad de registro)

Place the Actual Seale Line County here of Sello Verdadero de la cindadicon parto aquin E Sello Verdadero de la cindadicon parto aquin E Sello Verdadero de la cindadicon parto aquin E Sello Verdadero de la cindadicon parto actual e la cindadicon pa , Texas (Nosotros, los subscritos votantes capacitados de (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente supficamos se haga una llamada de elección de opción determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed Signat (Fecha Firmado) (Fifma)	Signature (Fifma)	Printed Name (Nombre en tetra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
6/8-22	Lange Troops	HoocCrumbic	440 FIN 728 JEFFERSON TX. 13057	Marran	02/24/2001	
(0) 18 PS	Thursday.	Lynn Lawson	201 Stone Rd. Jethorn Ty.	Marion 11-17-49	P-17-49	
6-18-33	The paper	Mole Allien	aus Fleetwood Or Ore GTX	Merion	P4/01/50	
86/8/109	Paja (apland	Paide Copland	BBE, Dualas St. Jefferson	Marion	Marion 4/23/93	
6/18	Brook Makin	Brodle Mathows	962 Old Colony Ro. Jeffer	Marion	25/8/60	
8 = 3	Mayer Maner	Marie Mainer	233 Works RA, Jetterm	marion	70 00 00	
6/2	Then Marine	Edward Michie	333 worths O2 Opt-	& Marchan	2/22/2	
61813	Sold med Mon	Shardane Morris	15329 WURNE	Marion	5.33.7 X	
10 PR	Kelon Worker	Gralley Allehouse	1000 Ravenian Prinse	Merron 7.2-92	7.2.92	
3	Benken	Cato, Albura	126 Bundans Ann	Marie	100397	
Serial Num	Serial Number (Número de serie):	and the state of t	Date of Issuance (La fecha de Emissen) ( 1100	10.2022	10 min 10.	2022

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson Fexas (AI

Place the Actual Seal Self County here of Coloque el Sello Verdudero de Actual County here of Sello Verdudero de Actual County here of Sello Verdudero de Actual County (Colon of County) TEANS (Colon of County) TEANS (Colon of County) TEANS (County) TEANS (Count (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1,2,3,4,5,8,9,10(Autoridad de registro)
We, the undersigned qualified voters of Marion County. Jefferson Marion County, Jefferson (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en úrea mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción determinación del signiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la experanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) Obrección de Residencia. Cindad. Estado, Cidigo)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
6.19 met	Inest Ames	Anute Imes	Sol P. 10733 Avirson Ta	Mann	H-29-74	
5-9	35 TO 100 4.00	Pomboo Challe	90 D. Juvens & Seferan	Mark	800	
3	4	Jamond Brown	24902 St. Hay 45 Jefferson	SCAN	01/10/10 mm	
(n'inz	Mede Bury	Ruth Denney	220 Liberty Rd. 1 Jefferson May Ton 103-00-100	Mayron	03-00-KB	
6/10	Bush Domes	Russ, Derroy	229 ( moth bd. Jefferson to	now	03-24-1983	***************************************
Capla		segio Halmillon	610 Niles Dime Jetterson	MANTON	TT-50-51 NOWNION	
6.50	Down Honeson	Jason Harmilton	GO WILL & Teteron	Men	61/18/73	
(C) (C) (C)	Smart rimands	Savah ameler	46 Pholand Toffer	MANTON	manno oirs	
5-5-0	The Rese	Trey Reeve	336 Washington Pr. Avinge	MEMMEN	01-00-15	
6-10	that Day	Hunter Rose	236 Washington Or. Arra	Non	0/40/50	
Serial Num	Serial Number (Nimero de serie):		Date of Issuance (La fecha de Emisión) ( Jame 10,2022 / Quino 10,2022	10,2022	/aunio 10	2022

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### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texas) Jefferson To the Marion County Election Officer, Jefferson cxas (A)

, Texas (Nosotros, los subscritos votantes capacitados de Use, the undersigned qualified voters of Marion 12,3,4,5,8,9,10/Autoridad de registro)

Condado de Marion, Jefferson , Texas)

(Territorio de elección propuesta)

JP 1, Precintos 1,2,3,4,5,8,9,10

(Coloque el Sello Verdadero

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acnerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber: J

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

Date Signed Signature (Freha Firmad) (Firma)	Printed Name (Nombre en terra de molde)	Residence Address (City, Texas, Zip) (Divección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth Vo	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
10/20 Mina Brand Brade Sugar	Lexinfme Brinkensko	DUETA. Dr. ANNOCK TR.	MUKIOD	Marion 4/20/1986	
6/20 May foote	Oslota Boaze	337 Sansia 123. Amore	of Mark comme	10/21/2000	
0-10-20 Junk Pour	John He Boun	219 Saper Rd. Ogherson	Marson	03-29-73	
5-20 Charlew Odesu Indrew Oilean	Andrew Ollean	202 Sum St Jeffur	Marion	05/8/56	
LAND Mis Dryson	DOMS DIVESON	7023. Une of Jefferson TR.	Marior	(2-18-19LOS)	
6-2 Toward Ware	Thomas Dillson	702 S LIE OF SEFERST	Marson	8.0.E	
Coloba Chonhanachmun	machine Marleane Herrin	1006 WAYNEW OR DEPOSON MANON WINK	Married	OH IN S	
ar-20 Danielle Barrel	Danielle Lamb	1172 FM Jay JEFFESON TY BOST MOUNTON	Mairen	03-29-1985	
Control of man Moon	Mary Mose	751 RUBI MARON TO	Marion Caluda	(S)(1)(S)	
06/20 Jahr Ras	Zarham Reece		nam	167	
Serial Number (Número de serie):		Date of Issuance (La fecha de Emission) Quana 10,2022 / Quana 10,2022	10,2022	/quinio 10,2	220:

9 unio 10,2022

Issuance (La fecha de Emisión

AW15-3 Prescribed by Secretary of State Section 501.026, 501.027, 501.028, Texas Election Code

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal of the city/county here (Coloque el Sello Verdadero de la cindad/condado aquí

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

o de Marion	, Texas)		(Moeotros los enhecritos votantes canac
Oficial Electoral del Condad	the Marion County Election Officer, Jefferson (41	(Insert Filing Authority) 10 1 Dracincte 1 2 3 4 5 8 9 10(Autoridad de registro)	Transfer of the state of the st
	-	4	,

Condado de Marion, Jefferson (Territorio de elección propuesta) citados de (Territory for Proposed Election) We, the undersigned qualified voters of

Texas)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texus, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. "La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

Voter Registration Number-optional 12-22-24 -31-0 36.2498 Date of Birth (Fecha de Nacimie 45.8 Marion County Jefa 155n Residence Address (City, Texas, Zip)

(Dirección de Residencia, Ciudad, Estado, Código) Scond St. (Nombre en letra de molde) Printed Name とろろろ Geon 1 Km Signature Date Signed 1-76-7

# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(Coloque el Sello Verdadero de la ciudad/condado aquí

Place the Actual Scal of the city/county here

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> Oficial Electoral del Condado de Marion

. Texas) We, the undersigned qualified voters of Marion Control of Autoridad de registro) To the Marion County Election Officer, Jefferson Fexas (Al

Texas (Nosotros, los subscritos votantes capacitados de

Condado de Marion, Jefferson (Territorio de elección propuesta)

JP 1, Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages." determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propóstio e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohóficas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Voter Registration Number-optional	72025
Date of Birth (Fecha de Marmiento) (Marie de Marie de	Mayor 0307-960 Mayor 1/18/20 Mayor 6/18/20 Mayor 03/18/00 10,2022 (quinis 10,2022
County (Contacto)	Mann Harm Is,2022
Residence Address (City, Texas, Zip)  Chigacolor de Residence Control Colingo  Significant Color Colingo  Significant Color Color City  Significant City  Significant Color City  Significant City  Si	300 Main St. Minger TX  USS FM 28 TO LOVEN IX  UNDE, PROSOCH FOR TO HORS.  197 Illnowed The Star TR. Books  Date of Issuance (La fecha de Emisión) Lung.
Printed Name (Name) (Na	Color Helder Color Helder Lyn M. Heller Jengigm Rarmer
Date Signed Signature (Fighe Frieder) (Finest China) (The Park China) (The	7.25-72 Jess Abert JESS Jenn Littes 7.25 Jenn Littes 7.8 71 Junglen Romm. Serial Number (Nimero de serie):

Place the Actual Seal of the city/county here (Coloque el Sello Verdadero de la ciudad/condado aquí

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

Texas) Oficial Electoral del Condado de Marion Fo the Marion County Election Officer, Jefferson (AI

Condado de Marion, Jefferson , Texas) , Texas (Nosotros, los subscritos votantes capacitados de\_

JP 1, Precintos 1,2,3,4,5,8,9,10

(Territorio de elección propuesta) (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro).
We, the undersigned qualified voters of Marion County Texas (Territory for Proposed Election)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber: ]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

To Legalize:

Date Signed Signature	Printed Name (Nombre en lette de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
-	True Hilat	1217 And HA D. Jefferson	Marie	02-05-55	
S Contract from	on throothy without	NOTITIES & TEPPERSON	MANINESM	かんさ	
K Marie Marie	Marie Mines	1830 Ben Jel B. Hill see	Manon	ward	
1-25 Clare Show	Clare Johnson	67James & Johann	manzo	ex/201/13	
Mason Miller	A SO SO STATE	28 Chart B. Tree A. A.	MAINS	02-27-57	
The Marie of the last	1800 Fante	203 tre Bh Johnson.	Maran	SHU	
The state of the s	John John Mary	118 With OKKING	The	18391	
The Strain Set	Troma Kanata	2201 (BONGMES),	Mormon	1500	
Pro (der perade	Colby Merchan	in Samuel St. Totas	maram	Colonial	
of Solve ha	Warter Pice	2624 Thinky P.D. Ockus	han	062090	
Serial Number (Número de serie):	W (4)	Date of Issuance (La fecha de Emisión) ( Uma 10,2022 / quino 10,2022	10,2022	/quinia 10,	2022



Place the Actual Seal of the city/county here (Coloque el Sello Verdadero de la ciudad/condado aqui

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>
Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, Jefferson Caus (AI

Condado de Marion, Jefferson, Texas) (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

JP 1. Precintos 1,2,3,4,5,8,9,10

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: fpor medio de lo presente, respetosamente supticamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"The legal sale of all alcoholic beverages including mixed beverages." "La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

(Es la esperanza, propósito e intención de los solicitantes cuyus firmas aqui aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

	Date Signed Signature		Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Resitencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
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Place the Actual Seal of the city/county here (Coloque el Sello Verdadero de la ciudad/condado aquí

## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u>

, Texas) Oficial Electoral del Condado de Marion Jefferson To the Marion County Election Officer, Jefferson Casas (A)

JP 1, Precintos 1,2,3,4,5,8,9,10

, Texas (Nosotros, los subscritos votantes capacitados de (finsert Filing Authority) JP 1, Precincts 1,2,3,4,5,8,9,10(Autoridad de registro)
We, the undersigned qualified voters of Marion County Lefferson . Texas

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción Condado de Marion, Jefferson , Texus) (Territorio de elección propuesta) (Territory for Proposed Election)

"The legal sale of all alcoholic beverages including mixed beverages."

determinación del siguiente asunto, a saber:}

local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." To Legalize: (Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

Date Signed	Signature	Printed Name (Nombre en terra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth V	Voter Registration Number-optional Numero de Registro de Fotación-optavio)
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## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

. Texas) To the Marion County Election Officer, Jefferson Fexas (Al.

JP 1, Precintos 1,2,3,4,5,

, Texas (Nosotros, los subscritos votantes capacitados de (Insert Filing Authority) JP 1, Precincts 1, 2, 3, 4, 5, 8, 9, 10 (Autoridad de registro)
We, the undersigned qualified voters of Marion County Jefferson Texas

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

1/28/1802 Call William Atti Childre 3349 N. C. 4 M. C. 4 M. E. 4 M. C. 4 M. E.	Date Signed Signature (Fecha Firmado) (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip)  (Dirección de Residencia, Cindul, Extado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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## PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

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(Territorio de elección propuesta)

JP 1, Precintos 1,2,3,4,5,8,

(PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) Oficial Electoral del Condado de Marion

lation county Engage and a second of the	xas (	7,	Jefferson	Texas
(Insert Filing Authority) JP 1, Precincts1,2,3,4,5,	,2,3,4,5	5,8,9,10(Autoridad de )	registro)	

"Texas (Nosotros, los subscritos votantes capacitados de Marion County, Jefferson We, the undersigned qualified voters of

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

To Legalize:

(Enter Measure Here)

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

-	Printed Name	Residence Address (City, Texas, Zip)  Obracción de Revidencia, Ciudad, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

Texas) To the Marion County Election Officer, JeffersonTexas (Al

We, the undersigned qualified voters of Marian Court. 1, 2,3,4,5,8,9,10/Autoridad de registro)

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hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of local de acierdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción "The legal sale of all alcoholic beverages including mixed beverages." (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósio e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

Date Signed Signature	Printed Name	Residence Address (City, Texas, Zip)	County	Date of Birth V	Voter Registration Number-optional
-	(Nombre en letra de molde)	(Dirección de Residencia, Cindad, Estada, Código)	(Condado)	(Fecha de Nacimiento) N	Numero de Registro de Votación-optavio)
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## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion To the Marion County Election Officer, Jefferson Fexas (AI

Texas) Jefferson

We, the undersigned qualified voters of Marion Court. 1.2,3,4,5,8,9,10 (Autoridad de registro)

Place the Actual Sed of the city/conftry fere (Coloque el Sello Verdalbro de la ciudad/condulor de la Coloque el Sello Verdalbro de la ciudad/condulor de la Coloque el Sello Verdalbro de la ciudad/condulor de la Coloque el Sello Verdalbro de la Coloque el Sello Ve (Territorio de elección propuesta) , Texas (Nosotros, los subscritos votantes capacitados de

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit. Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election) determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

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### (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA <u>LEGALIZAR)</u> PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Place the Actual Seal of the city/conflor fere (Coloque el Sello Verdide o le la ciudad/confu (Coloque el Sello Verdide o le la ciudad/confu (Coloque el Sello Verdide o la ciudad/confu (Coloque el S

(Coloque el Sello Verdadoro de NOI NO NO 1, Precintos 1,2,3,4,5,4,9)

Oficial Electoral del Condado de Marion

Texas) Jefferson To the Marion County Election Officer, Jefferson Cal.

Ve, the undersigned qualified voters of Marion Course, 12,3,4,5,8,9,10/Autoridad de registro)

Texas (Nosotros, los subseritos votantes capacitudos de (Territory for Proposed Election)

(Territorio de elección propuesta)

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: [por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acnerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la "The legal sale of all alcoholic beverages including mixed beverages. determinación del siguiente asunto, a saber:]

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."

To Legalize:

(Enter Measure Here)

(Es la experanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

	Date Signed (Fecha Firmado)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (City, Texas, Zip) (Dirección de Residencia, Ciudud, Estado, Código)	County (Condado)	Date of Birth (Fecha de Nacimiento)	Voter Registration Number-optional Numero de Registro de Votación-optavio)
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	Serial Number	Serial Number (Número de serie):	9	Date of Issuance (La fecha de Emission) Olyna 10,2022 / Quinio 10,2022	10,2022	19 unio 10	2202,

## (PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR) PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

Oficial Electoral del Condado de Marion

, Texus) Jefferson

We, the undersigned qualified voters of Marion Courts, 1-23,4,5,8,9,10(Autoridad de registro) To the Marion County Election Officer, Jefferson (Al

, Texas (Nosotros, los subscritos votantes capacitados de

hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code, Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Ipor medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la (Territory for Proposed Election)

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas." "The legal sale of all alcoholic beverages including mixed beverages."

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.) It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

To Legalize:

(Enter Measure Here)

determinación del siguiente asunto, a saber: J

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County (Cogadado)	MANN	Man	Marian	Chin	Nover	MSCin	Lawy	Man	MANALISA	namo	10,2022
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Printed Name (Namber en letra de prolde)	SUL KINS	Toleraft lentimetra	Rebecca Mare	Las Kelsen	Slass Hwest	Palan Stephenson	Cha Sme	Jany Other	The Cate	Mr. Jours	20 00
Signature (Firma)	Mirede Kirner	belone lentinger	A Checaglas	Col Man	Alone Hubert	as Strans	( Show South	Sirvel Mr	Mond Refer	Wile Hours	Serial Number (Número de serie):
Date Signed (Fecha Firmado)	8.3.33	2.8	603	803	8-00	8-7-2022	811.30	6008 X	X 2.3	2.8	Serial Num

1-5
Prescribed by Secretary of State
Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code
11/2021

"Exhibit L"

### ORDER OF SPECIAL ELECTION ORDEN DE ELECCIÓN ESPECIAL

(For Governor-Ordered or County-Ordered Measure Elections)
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on 05/06/2023 for the purpose of voting on:

Por la presente se ordena celebrar una elección el 05/06/2023 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

### LOCAL OPTION LIQUOR ELECTION, JUSTICE OF THE PEACE PRECINCT NO. 1

Early voting by personal appearance will be conducted each weekday at: (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Early Voting Location (sitio principal de votación adelantada)

Marion County Election Building (Edificio electoral del condado de Marion)
504 N. Alley Street (Calle Callejón 504 N.)
Jefferson, TX 75657

DATES (FECHAS)	TIMES (VECES)
Monday, April 24, 2023	8:00 am – 5:00 pm
(lunes, 24 de abril de 2023)	
Tuesday, April 25, 2023	8:00 am – 5:00 pm
(martes, 25 de abril de 2023)	
Wednesday, April 26, 2023	8:00 am – 5:00 pm
(miércoles, 26 de abril de 2023)	
Thursday, April 27, 2023	8:00 am – 5:00 pm
(jueves, 27 de abril de 2023)	
Friday, April 28, 2023	8:00 am – 5:00 pm
(viernes, 28 de abril de 2023)	
Monday, May 1, 2023	8:00 am – 5:00 pm
(lunes, 1 de mayo de 2023)	
Tuesday, May 2, 2023	8:00 am – 5:00 pm
(martes, 2 de mayo de 2023)	

Applications for ballot by mail shall be mailed to: (Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Karen G. Jones, Early Voting Clerk
(Karen G. Jones, Secretario de Votación Anticipada)
119 W. Lafayette
Jefferson, TX 75657
karen.jones@co.marion.tx.us

www.co.marion.tx.us/page/marion.elections

Prescribed by Secretary of State
Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code
11/2021

Applications for Ballots by Mail (ABBMs) 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:)

Tuesday, April 25, 2023 (martes, 25 de abril de 2023)

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:)

Tuesday, April 25, 2023 (martes, 25 de abril de 2023)

Issued this 30<sup>th</sup> day of January, 20 23. (Emitida este día 30<sup>th</sup> de January, 20 23.)

Signature of County Judge (Firma del Juez del Condado)

Signature of Commissioner (Firma del Comisionado)

### 2023 JOINT CONTRACT/AGREEMENT FOR ELECTION SERVICES

WHEREAS, Jefferson Independent School District, the City of Jefferson and the County of Marion will hold elections on May 6, 2023; and

**WHEREAS**, the County Election Office, Karen G. Jones, PCC, CTOP, PCAC, will administer and conduct each entities election occurring on the May Uniform Election date as authorized under Sec. 31.092 of the Texas Election Code and Sec. 271.002 of the Texas Election Code; and

**WHEREAS**, each entity and the County desire to enter into a Joint Contract for Election Services for the purpose of promoting economy and efficiency in the administration and conduct of the respective elections;

**NOW THEREFORE**, in consideration of the joint agreement set forth below, the participating entities and the County agree as follows:

- Prepare equipment for election and deliver equipment to polling places for early voting and election day;
- b. Test equipment and publish notice of public test in newspaper;
- c. Tabulating votes; reports will be made available to the entity once tabulation is completed. Provisional ballots received on Election Day will be tabulated after election night in accordance with the law;
- d. Provide workers for the Early Voting Ballot Board;
- e. Provide workers for Early Voting and Election Day:
- f. Provide training for presiding judges, alternate judges, clerks and early voting deputies;
- g. Provide V Drives for the Controllers, Scans, Duos and
- h. Provide Entity with final cost invoice within 30 days of election date.

The School District and the City shall be responsible for the following: (Any and all fees incurred on the entity's behalf, County will seek reimbursement of same)

- Pay Hart InterCivic for any/all invoices incurred on your behalf for programming the V Drives and ballot to be sent by mail. Hart Intercivic will bill Entity direct;
- b. Reimburse the County for cost of your voting supply kits;
- c. Reimburse the County for your portion of the cost for polling place rental;
- d. Pay for your portion of publishing notice of public test;
- e. Pay for administration fees, central counting station staff (deputy clerks), technical costs, tabulation cost and any cost incurred on your behalf during said election from County Election's Officer's staff members:
- f. Reimburse the County your portion for Election Worker pay;

- g. The entity shall certify in writing to the County Elections Officer the candidates' names and offices (as they are to appear on the ballot, in English and Spanish);
- h. The entity shall promptly review for correctness the ballot when requested by the County Elections Officer and to do so prior to finalization and shall approve by e-mail or by signature in person;
- The entity shall be responsible for preparing, adopting, publishing and posting all required election orders, resolution, notices and other documents evidencing action by the governing authority of the entity necessary to the conduct of the election; and
- j. Agree to deliver payment of final cost invoice within 30 days of receipt.

This contract shall automatically terminate upon completion of activities related to the Uniform Election to be held on May 6, 2023.

APPROVED BY County Elections Officer

Karen G. Jones, PCC, C

APPROVED BY THE MARION COUNTY COM	MMISSIONER'S COURT in its meeting
held on the 30th day of Janua	011
held on the 30th day of 10100	, 2023
	1410 01
Leward J LaFleur, County Judge	J.R. Ashley, Com. Pct. #1
	1
	2006
Absont	Kalal Mushen
Jacob Pattison, Com. Pct. #2	Ralph Meisenheimer, Com. Rctv#3'(11)
	Time COGNATA
1	Attest:
111Da	
Hund K. In	
Gered R. Lee, Com. Pct #4	Kimberly Wise, County Clerk
	ALL ALLEY AND

APPROVED BY THE JEFFERSON II	NDEPENDENT SCHOOL DISTRICT IN its meeting
on day of	, 2023
Leah Cooper, Board President	Jason Bonner, Board VP
Kevin Godfrey, Board Secretary	Tolesia Smith-Davis, Board Member
Michael Williams, Board Member	Kirstin Johnson, Board Member
Joey Romano, Board Member	Michael Walker, Superintendent

APPROVED BY THE CITY OF JEFFERS of, 2023	SON in its meeting held on the day
Rob Baker, Mayor	Hollis Shadden, Ward 1
James Finstrom, Ward 1	Richard Turner, New W 1, Old W 3
Will Thomas, Ward 2	April Taylor Johnson, Ward 3 Attest:
Robin Moore, New W 3, Old W 2	Melissa Boyd, City Secretary

### **EXHIBIT A**

### ESTIMATED ELECTION COSTS FOR MAY, 2023

Election Day Judges, workers		\$1	2,000.00
Building Rentals		\$	400.00
*Publishing Notice of Test		\$	250.00
Programming/Audio/Coding by Hart		Billed b	y Hart (TBD)
Postage		\$	600.00
MiFi's		\$	450.00
	SUBTOTAL	\$	13,700.00
Each entity will be responsible for 1/3 of above total		\$	4,566.67
Plus:			
Fee for use of electronic voting equipment, maintenance	,	\$	1,600.00
Support , technical administration, tabulation			
**Administrative Fee (10% of Total Cost/\$75.00 minimum	n)	\$	616.67
Estimated total due from each entity		\$	6,783.34

<sup>\*</sup>Required per Election Code 129.023

<sup>\*\*</sup>Pursuant to Election Code 31.100

### **ELECTION RESULTS RELEASE**

Marion County Elections Officer for res	edia and/or public frequently contact the sults. Please indicate whether the Marion to release the election results by placing
The Marion County release all election results to the media a	Elections Officer is hereby authorized to nd/or public on completion of tally.
	OR
The Marion County	Elections Officer is not authorized to release
the City of Jefferson election results. Al	I requests for results need to be directed to
at	·
Marion County Elections Officer for res	edia and/or public frequently contact the sults. Please indicate whether the Marion to release the election results by placing
The Marion County	Elections Officer is hereby authorized to
release all election results to the media a	nd/or public on completion of tally.
	OR
The Marion County	Elections Officer is not authorized to release
the Jefferson Independent School Dist	rict election results. All requests for results
need to be directed to	at .

### MAY 6, 2023 JOINT UNIFORM ELECTION DATES AND HOURS

### **EARLY VOTING**

DATES	TIMES
Monday, April 24, 2023	8:00 am – 5:00 pm
Tuesday, April 25, 2023	8:00 am – 5:00 pm
Wednesday, April 26, 2023	8:00 am – 5:00 pm
Thursday, April 27, 2023	8:00 am – 5:00 pm
Friday, April 28, 2023	8:00 am – 5:00 pm
Monday, May 1, 2023	8:00 am – 5:00 pm
Tuesday, May 2, 2023	8:00 am - 5:00 pm

### **EARLY VOTING LOCATION BY PERSONAL APPEARANCE:**

Marion County Election Building 504 N. Alley Street Jefferson, TX 75657

### FIRST DAY TO APPLY FOR A BALLOT BY MAIL(ABBM) OR FEDERAL POST CARD APPLICATION(FPCA):

Saturday, January 1, 2023 \*

### LAST DAY TO APPLY FOR A BALLOT BY MAIL (RECEIVED, NOT POSTMARKED)

Tuesday, April 25, 2023

### **EARLY VOTING CLERK AND ADDRESS:**

Karen G. Jones Marion County Elections Officer 119 W. Lafayette P.O. Box 907 Jefferson, TX 75657 (903)665-3281 option 3 (903)665-3132 Fax Karen.jones@co.marion.tx.us

<sup>\*</sup>First day to file does not move because of New Year's Day holiday.

### **COUNTYWIDE POLLING LOCATIONS FOR MAY 6, 2023 UNIFORM ELECTION**

NAME OF BOX	LOCATION
MIMS VFD	MIMS VFD 9902 FM 729 AVINGER, TX 75630
KELLYVILLE	KELLYVILLE SR CITIZEN BLDG 130 KELLY PARK RD JEFFERSON, TX 75657
JEFFERSON	MARION COUNTY ELECTIONS BLDG 504 N ALLEY JEFFERSON, TX 75657
SMITHLAND	SMITHLAND VFD-COMMUNITY MEETING ROOM 8247 STATE 49 E JEFFERSON, TX 75657
LODWICK/JACKSON	LONE OAK BAPTIST CHURCH FELLOWSHIP HALL 120 WATTS ROAD JEFFERSON, TX 75657
EARLY VOTING	MARION COUNTY ELECTION BLDG 504 N ALLEY JEFFERSON, TX 75657

"Exhibit N"



### TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

appoints, or above a respect to	as indicated in the space provided below, and agrees that any notice to, or agreement	(Group Name) hereby designates and a Contracting Authority of department head rank by, a Group's Contracting Authority, with and on the Group. Each Group reserves the right be by giving written notice to HEBP.			
Name:	Honorable Leward J. LaFleur	_ Title:County_Judge			
Address:	102 W Austin Street, Room 101 Je	efferson, Texas 75657			
Phone:	903-665-3261	Fax: 903-665-8732			
Email:	leward.lafleur@co.marion.tx.us	_			
	Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.				
Name:	BJ Westbrook	Ittle:County Treasurer			
Mailing Ad	dress: 102 W. Austin, Room 101	Jefferson, Texas 75657			
Delivery A	ddress (no PO Boxes): Same As Above				
Phone:	903-665-2472	_ HIPAA Secured Fax#:			
Email:	bj.westbrook@co.marion.tx.us	_			
Other Conta	act Emails for ARTS correspondence regarding d	ata files, if any:			
	ture of County Judge or Contracting Authority	$\frac{//30/2023}{\text{Date}}$			
4.2%	Name and Title				



### GLO CONTRACT NO. 22-130-023-D898 COMMUNITY DEVELOPMENT BLOCK GRANT LOCAL HAZARD MITIGATION PLANNING PROGRAM NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING

The General Land Office (the "GLO"), a Texas state agency, and Marion County, Texas Identification Number (TIN) 17560010617 ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

### **ARTICLE I - GENERAL PROVISIONS**

### 1.01 SCOPE OF PROJECT AND SUBAWARD

### (a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

#### (b) Subaward

Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed \$75,000.00, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in Attachment A.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

#### 1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

Federal Assurances and Certifications **ATTACHMENT B:** 

General Affirmations **ATTACHMENT C:** 

**ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations

GLO Information Security Appendix (CDBG) ATTACHMENT E: Public Law 113-2 Contract Reporting Template

#### 1.03 GUIDANCE DOCUMENTS

ATTACHMENT F:

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and (a) Audit Requirements for Federal Awards;
- the relevant Federal Register publications; (b)
- (c) the Action Plan;
- (d) Other guidance posted at: <a href="https://recovery.texas.gov/action-plans/mitigation/">https://recovery.texas.gov/action-plans/mitigation/</a> index.html;
- (e) Other guidance posted at: https://www.hudexchange.info/; and
- Other guidance posted at: https://recovery.texas.gov/mitigation/programs/local-(f) hazard-mitigation-plans/index.html.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

#### 1.04 **DEFINITIONS**

- "Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).
- "Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan submitted to and approved by HUD, outlining the proposed activities to be funded by CDBG-MIT allocations granted to the state from HUD. The Action Plan is available on the GLO's disaster recovery website at <a href="https://recovery.texas.gov/action-plans/mitigation/index.html">https://recovery.texas.gov/action-plans/mitigation/index.html</a>.
- "Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.
- "Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.
- "Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.
- "Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.
- "<u>Attachment</u>" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.
- "<u>Audit Certification Form</u>" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.
- "Benchmark" means the milestones identified in **Attachment A** that define actions and deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.
- "Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**
- "CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.
- "<u>C.F.R.</u>" means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- "Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

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- "Contract Documents" means the documents listed in Section 1.02.
- "Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.
- "Element A: Planning Process" means Element A found in Section 4.1 of FEMA's Local Mitigation Plan Review Guide which outlines the planning process required of local jurisdictions when developing or updating a local hazard mitigation plan.
- "Element B: Hazard Identification and Risk Assessment" means Element B found in Section 4.2 of FEMA's Local Mitigation Plan Review Guide which provides a tool for subrecipients to use in developing a local hazard mitigation plan to demonstrate the factual basis for proposed activities that will reduce losses from identified hazards.
- "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. §200.313.
- "Event of Default" means the occurrence of any of the events set forth in Section 3.03, herein.
- <u>"Federal Assurances"</u> means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.
- "Federal Certifications" means the document titled "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.
- "FEMA" means the Federal Emergency Management Agency.
- "FEMA Approval" or "FEMA APP" means the status letter issued by FEMA upon approval of the Subrecipient's HMP, as adopted.
- "FEMA Approval Pending Adoption" or "FEMA APA" means the status letter issued by FEMA upon approval of the Subrecipient's submitted draft HMP.
- "FEMA's Local Mitigation Planning Handbook" means FEMA's handbook to be used by local governments in developing or updating a local hazard mitigation plan. (https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook 03-2013.pdf).
- "FEMA's Local Mitigation Plan Review Guide" means FEMA's official source for defining the requirements of original and updated local mitigation plans submitted to FEMA by local jurisdictions in order to receive FEMA hazard mitigation project grant funding. The Local Mitigation Plan Review Guide can be found at: <a href="https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide">https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide</a> 09 30 2011.pdf.
- "<u>Federal Register</u>" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register

Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in Attachment C, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO-CDR" means the Community Development and Revitalization division of the GLO.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in Section 1.03.

"<u>Hazard Mitigation Plan</u>" or "<u>HMP</u>" means the original or updated local hazard mitigation plans submitted by local jurisdictions to the GLO and TDEM in order to receive FEMA hazard mitigation project grant funding.

"HUD" means the United States Department of Housing and Urban Development.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Local Hazard Mitigation Plan Program Application Guide" or "LHMPP Application Guide" means GLO's guidance that outlines the program requirements of GLO's LHMPP.

"Local Hazard Mitigation Plan Program" or "LHMPP" means the Local Hazard Mitigation Plan Program administered by the GLO, in which funds are awarded to Subrecipients to assist them in either developing or updating their local Hazard Mitigation Plan (HMP).

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

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"<u>Performance Statement</u>" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in Section 1.01(a) and Attachment A.

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Benchmarks or deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Subrecipient" means Marion County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"TDEM" means the Texas Department of Emergency Management.

"<u>Technical Guidance Letter</u>" or "<u>TGL</u>" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

#### 1.05 Interpretive Provisions

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term "including" means "including, without limitation."
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in Attachment D; the Contract; Attachment A; Attachment B; Attachment C; Attachment E; Attachment F; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

#### ARTICLE II - REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

#### 2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

#### 2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

#### 2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.17**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

#### 2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article** 

IV of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

#### 2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

# ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

#### 3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on April 30, 2026, or upon the completion of all Benchmarks listed in Attachment A and required closeout procedures, whichever occurs first. Subrecipient must meet all Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. Any request for extension must be received by the GLO at least sixty (60) days before the original termination date of this Contract and, if approved, such extension shall be documented in a written Amendment.

#### 3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

#### 3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall

the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

#### 3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

#### 3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

#### **ARTICLE IV - CONTRACT ADMINISTRATION**

#### 4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.11** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its

sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

#### (a) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

#### (b) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient <u>must execute</u> Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient <u>must complete and execute</u> Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

#### 4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

#### 4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly Attachment F and accessible attached hereto as https://www.hudexchange.info/ resource/3898/public-law-113-2-contract-reportingtemplate/. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in Attachment F or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

### ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

#### 5.01 FEDERAL FUNDING

- Funding for this Contract is appropriated under the Further Additional (a) Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.
- (b) Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <a href="https://www.sam.gov">https://www.sam.gov</a>. Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.

#### 5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

#### 5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under Section 3.02 notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.

#### 5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

#### **ARTICLE VI - INTELLECTUAL PROPERTY**

#### 6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

#### 6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government

approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

#### 6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

#### ARTICLE VII - RECORDS, AUDIT, AND RETENTION

#### 7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

#### 7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. Subrecipient shall ensure that this clause concerning the authority to

- audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

#### 7.03 Period of Retention

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. The GLO will notify all Program participants of the date upon which local records may be destroyed.

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

#### 8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.

#### 8.02 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

#### 8.03 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

#### 8.04 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in Attachment A to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

#### 8.05 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

#### 8.06 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <a href="https://comptroller.texas.gov/purchasing/">https://comptroller.texas.gov/purchasing/</a>; and
- (b) the U.S. General Services Administration's System for Award Management at <a href="https://www.sam.gov/">https://www.sam.gov/</a>.

#### 8.07 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. §§ 200.313 and 200.216.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### 8.08 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

#### 8.09 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

#### 8.10 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C,** and **D**. Subrecipient is deemed to know of and understand all

applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

#### 8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

#### **GLO**

Texas General Land Office 1700 N. Congress Avenue, 7<sup>th</sup> Floor Austin, TX 78701 Attention: Contract Management Division

#### **Subrecipient**

Marion County 102 West Austin Street Room 205 Jefferson, Texas 75657 Attention: Leward LaFleur

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

#### 8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the GLO.

#### 8.13 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### 8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course

of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

#### 8.15 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without notice to the GLO.

#### 8.16 Public Records

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

#### 8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as

required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### 8.18 Entire Contract and Modifications

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

#### 8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

#### 8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

#### 8.21 SURVIVAL

The provisions of Articles V, VI, and VII and Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.14, 8.15, 8.16, and 8.17 of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### 8.22 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE

FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

#### 8.23 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

#### 8.24 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

#### 8.25 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

#### 8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.

- (b) Subrecipient shall timely respond to all submitted, written citizen complaints. Subrecipient shall notify citizens of the citizen participation process including location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

#### 8.27 Preference and Procurement of Materials

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets the Contract's performance requirements; or
  - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
  - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 8.28 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the GLO Information Security Appendix (CDBG), incorporated herein for all purposes as Attachment E.

#### 8.29 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

# SIGNATURE PAGE FOR GLO CONTRACT No. 22-130-023-D898 SUBRECIPIENT CONTRACT AGREEMENT LOCAL HAZARD MITIGATION PLANNING PROGRAM

GENERAL LAND OFFICE	MARION COUNTY		
Mark A. Havens, Chief Clerk/	By:Leward LaFleur		
Deputy Land Commissioner	Title:		
Date of execution:	Date of execution:		
OGC  OS  OS  PM  OS  OS  OS  OS			
SDD H			
$\mathbf{DGC} \qquad \boxed{\mathcal{M}_{\mathcal{B}}^{DS}}$			

#### ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks

ATTACHMENT B Federal Assurances and Certifications

**ATTACHMENT C** General Affirmations

ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E GLO Information Security Appendix (CDBG)

ATTACHMENT F Public Law 113-2 Contract Reporting Template

**ATTACHMENTS FOLLOW** 

# MARION COUNTY **22-130-023-D898**

#### PERFORMANCE STATEMENT FOR UPDATE OF HMP

Subrecipient shall perform, or cause to be performed, the following Planning Activities upon award of Local Hazard Mitigation Plan Program (LHMPP) grant funds: update its current local Hazard Mitigation Plan (HMP) that is within 2 years of its expiration date or has expired. The GLO's LHMPP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient's GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Guide and the LHMPP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$75,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

#### PROJECT DESCRIPTION

Subrecipient shall update the HMP and submit to the GLO, as well as TDEM and FEMA, for review and approval. Subrecipient's Activities performed under this Contract will result in a FEMA-approved HMP. Final HMPs must comply with the requirements of 44 C.F.R. §201.6.

Subrecipient shall prepare and submit to the GLO, for review and acceptance as to form, a preliminary draft of the HMP. Subrecipients should refer to FEMA's Local Mitigation Plan Review Guide (<a href="https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide\_09\_30\_2011.pdf">https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning Handbook (<a href="https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook\_03-2013.pdf">https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook\_03-2013.pdf</a>) for guidance. At a minimum, Subrecipient shall include in the preliminary draft HMP submitted to the GLO both *Element A: Planning Process* and *Element B: Hazard Identification and Risk Assessment* pursuant to guidance found in FEMA's Local Mitigation Plan Review Guide. GLO's review and acceptance of the preliminary draft HMP is not a commitment nor confirmation by the GLO that the draft HMP will be approved by TDEM or FEMA.

Upon GLO's review and acceptance as to form of the preliminary draft of the HMP, Subrecipient shall submit the complete draft of the HMP to TDEM for its review and, subsequently, TDEM will forward the draft HMP to FEMA for review and approval. Subrecipient shall provide to the GLO the FEMA Approval Pending Adoption (APA) status letter and evidence of submission of the draft HMP to TDEM.

After formal adoption by local authorities of the HMP, Subrecipient shall submit to TDEM for FEMA's final approval the HMP, which includes formal adoption documentation substantiating Subrecipient's approval of the HMP. Subrecipient shall submit to the GLO the FEMA Approval (APP) status letter, along with Subrecipient's formal adoption documentation of the HMP.

If outside services are procured to assist in the preparation of the HMP, Subrecipient shall submit procurement documentation to the GLO. Failure to properly procure in accordance with state and federal laws, rules, and regulations, including but not limited to 2 C.F.R. 200, may be cause for rejection of the related-reimbursement request by Subrecipient.

#### **BUDGET**

HUD Activity Type	Grant Award	Other Funds	Total
MIT – Planning and Capacity Building	\$75,000.00	\$0.00	\$75,000.00
TOTAL	\$75,000.00	\$0.00	\$75,000.00

#### **BENCHMARKS**

Benchmarks	Not-to-Exceed Draw Percentages by Budget Category* 0-25%	
GLO Approval of procurement documentation, if required, and GLO's review and acceptance as to form of the preliminary draft of the HMP		
Submission of FEMA APA status letter and documentation evidencing TDEM's receipt of draft HMP	25.01-75%	
Submission of FEMA APP status letter and Subrecipient's formal adoption documentation of the HMP	75.01-100%	

<sup>\*</sup>Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

#### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

OMB Approval No. 4040-0007 Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which

- prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing: (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seg.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
	57112 GOSMITTES
Marion County	

SF-424B (Rev. 7-97) Back

#### CERTIFICATION REGARDING LOBBYING COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\*

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME	
Marion County	22-130-023-D898	
PRINTED NAME AND TITLE OF A	JTHORIZED REPRESENTATIVE	
SIGNATURE	DATE	

<sup>\* 24</sup> C.F.R. 87 App. A, available at <a href="https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA">https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA</a>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

OMB Number: 4040-0013 Expiration Date: 02/28/2025

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. *Type of Federal Action:  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. *Status of Feder a. bid/offer b. initial aw c. post-awa	application ard	3. *Report Type: a. initial filing b. material change
4. Name and Address of Reporting E Prime Subawardee	Intity:		
*Name:			
*Street 1:	St	reet 2:	
Zip:			
Zip:  5. If Reporting Entity in No. 4 is Sub	awardee, Enter Name	e and Address	of Prime:
6. Federal Department/Agency:		7. Federal	Program Name/Description:
			per, if applicable:
8. Federal Action Number, if known:		9. Award A	Amount, if known:
10. a. Name and Address of Lobbying			
Prefix *First Name		Mid	Idle Name
*Last Name		Suffix	
*Street 1:	Charles	Street 2:	71
*City:	State:		Zip:
b. Individuals Performing Services (in			10a) Idle Name
*Last Name		Suffix	idic Ivaine
*Street 1:	*Street 1:		
*Street 1: Street 2: Zip:		Zip:	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  *Signature:			
Signature:			
*Name: Prefix *First Name  *Last Name	e	Midd Suffix	le Name
*Last Name Tele	phone No.:	Suilia	Date:
Federal Use Only:			Local Reproduction n - LLL (Rev. 7-97)

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	Information	
Agency Owner	Grants.gov	
Form Name	Disclosure of Lobbying Activities (SF-LLL)	
Form Version Number	2.0	
OMB Number	4040-0013	
OMB Expiration Date	02/28/2025	

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

			rage of or
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

#### **GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

- 1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
- 2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
- 3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
- 4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
- 5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
- 6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
- 7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
- 8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.
- 9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
- 10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
- 11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
- 12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
- 13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
- 14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
- e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract 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. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
- f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
- 15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
- 16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

- 17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
- 19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
- 20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
- 21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
- 22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
- 23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- 24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
- 25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS ORDER AGENTS. EMPLOYEES. SUBCONTRACTORS, FULFILLERS. CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
- 26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

- 27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
- 28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
- 29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
- 30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- 31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
- 32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
- 33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
- 34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- 36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.
- 37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
- 38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
- 39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
- 40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.\*
- 41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
- 42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
- 43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*
- 44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
- 45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
- 46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
- 47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Attachment D

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### NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

### GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

### **CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

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on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

### HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. § 469a-1).

### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

### FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

### COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

### SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

### WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

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### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

### **ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

### SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

### **OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

### **ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

### **FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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### **GLO Information Security Appendix (CDBG)**

### 1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"<u>Personal Identifying Information</u>" or "<u>PII</u>" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### 2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### 3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

### 4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

### 6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

Attachment E GLO Contract No. 22-130-023-D898 Page 4 of 4

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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# P.L. 113-2 Contract Reporting Template

submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to https://www.onecpd.info/get-assistance/my-question/ for DRGR technical assistance. Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below.

### Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. Note: Entering the DUNS into this template does not
	fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice
	published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a
	state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

Attachment F GLO Contract No. 22-130-023-D898 Page 2 of 2

P.L. 113-2 Contract Reporting Template

Grantee:							
Grant Number:							
Date Updated:							
A. Contractor Name	B. DUNS Number	BUTCH STATE	C. Procured By Execution Date	E. Contract End Date	E. Contract F. Total Contract G. Amount of End Date Amount CDBG-DR Funds	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC XXX-XXX	XXX-XXX	BISCORESSO	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	\$3,000,000 2011 - Drainage Projects
*See Instructions tab for additional guidance on template elements.	on template elements.						

**Certificate Of Completion** 

Envelope Id: 39F4A3E906C04BF4B8451611FA3DD4FE

Subject: \$75K Contract: 22-130-023-D898 - Marion County (Texas GLO)

Source Envelope:

Document Pages: 62

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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**Envelope Originator:** Armando Montante 1700 Congress Ave

Austin, TX 78701

Armando.Montante@glo.texas.gov

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Armando.Montante@glo.texas.gov

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**Signer Events** 

Vada Dillawn

vada.dillawn@glo.texas.gov

Staff Attorney

Texas General Land Office

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 0

Initials: 5

19

Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.79

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Jet Hays

jet.hays.glo@recovery.texas.gov Deputy Director, Integration Texas General Land Office

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14

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Heather Lagrone

heather.lagrone.glo@recovery.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication

(None)

HL

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Marc Barenblat marc.barenblat@glo.texas.gov

Deputy General Counsel Texas General Land Office

Security Level: Email, Account Authentication

(None)

MB

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Team Lead/Contract Manager		
Texas General Land Office		
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Armando Montante	COPIED	Sent: 1/17/2023 8:37:17 AM
armando.montante@glo.texas.gov	COFILD	
Contract Specialist		
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matthew.anderson.glo@recovery.texas.gov	COPIED	
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Martin Rivera Jr

martin.rivera.glo@recovery.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Pamela Mathews

pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Ryne Zmolik

ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication

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(None)
Electronic Record and Signature Disclosure:

## Carbon Copy Events Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2023 8:37:17 AM
Envelope Updated	Security Checked	1/17/2023 10:05:05 AM
Payment Events	Status	Timestamps