

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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23 OCT -5 PM 2:01

Hon. Leward J. LaFleur

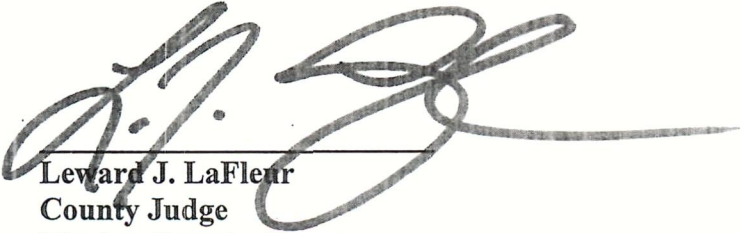
Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Marion County Judge

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 9th October, 2023 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes -- September 25, 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
2. Consider for approval payroll from September 1-15, 2023 and September 16-30, 2023.
3. Consider for approval Proclamation designating the month of October as Domestic Violence Awareness Month for 2022.
4. Consider for approval Special Budget for Revenue Received After Start of Fiscal Year by Certification of Additional Revenue per LGC 111.0108 for Unclaimed Capital Credits.
5. Consider for approval donation of \$46,000.00 to Martin House Child Advocacy Center in Longview from Economic Development Funds received from Unclaimed Capital Credits over the last 10 years.
6. Consider for approval per LGC 111.010 (d) line-item transfer from Airport Fund to General Fund Economic Development in the amount of 36,990.72.
7. Consider for approval County Auditor to send out Bid 2023-02 for Solid Waste Disposal Services.
8. Consider for approval changes to Marion County Employee Handbook concerning new employee classification in Road & Bridge Department adjusting salary scale as necessary.
9. Consider for approval Audit of Chapter 59 Asset Forfeiture Report for Marion County District Attorney.
10. Consider for approval Resolution for 2024 Indigent Defense Grant Program.


Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

OCTOBER 9, 2023

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

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

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MEETING ON AUGUST 28, 2023

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

J.P. Pct. #1	August	2023
District Clerk	August	2023
Extension Agent	February - July	2023
Sheriff	September	2023
J.P. Pct. #2	September	2023
County Clerk	September	2023

c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda with the two manual checks presented to us by our Treasurer Mrs. B.J. Westbrook. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER APPROVING PAYROLL FOR THE PERIOD OF SEPTEMBER 1-15, 2023 AND SEPTEMBER 16-30, 2023 AS PRESENTED BY B.J.

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 3

**ORDER APPROVING PROCLAMATION DESIGNATING THE MONTH OF
OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH FOR 2023.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0

See Exhibit "B" attached

ITEM NO. 4

**ORDER APPROVING SPECIAL BUDGET FOR REVENUE RECEIVED AFTER
START OF FISCAL YEAR BY CERTIFICATION OF ADDITIONAL REVENUE PER
LGC 111.0108 FOR UNCLAIMED CAPITAL CREDITS AND AUTHORIZE OUR
COUNTY JUDGE TO SIGN.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

ITEM NO. 5

**ORDER APPROVING DONATION OF \$46,000.00 TO MARTIN HOUSE CHILD
ADVOCACY CENTER IN LONGVIEW FROM OUR ECONOMIC DEVELOPMENT
FUNDS RECEIVED FROM UNCLAIMED CAPITAL CREDITS OVER THE LAST 10
YEARS.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

No Exhibit

ITEM NO. 6

**ORDER APPROVING PER LGC 111.010 (d) LINE-ITEM TRANSFER FROM
AIRPORT FUND TO GENERAL FUND ECONOMIC DEVELOPMENT IN THE
AMOUNT OF \$36,990.72 AND ALLOW THE COUNTY JUDGE TO SIGN.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

ITEM NO. 7

ORDER APPROVING COUNTY AUDITOR TO SEND OUT BID 2023-02 FOR SOLID WASTE DISPOSAL SERVICES.

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "E" attached

ITEM NO. 8

ORDER APPROVING CHANGES TO MARION COUNTY EMPLOYEE HANDBOOK CONCERNING NEW EMPLOYEE CLASSIFICATION IN ROAD & BRIDGE DEPARTMENT ADJUSTING SALARY SCALE AS NECESSARY.

Motion by Pattison, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "F" attached

ITEM NO. 9

ORDER APPROVING AUDIT OF CHAPTER 59 ASSET FORFEITURE REPORT FOR MARION COUNTY DISTRICT ATTORNEY.

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

See Exhibit "G" attached

ITEM NO. 10

ORDER APPROVING RESOLUTION FOR 2024 INDIGENT DEFENSE GRANT PROGRAM AND AUTHORIZE THE COUNTY JUDGE TO SIGN.

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "H" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present said Aye. Motion carried 4-0. Meeting adjourned at 9:31 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 CLERK



COUNTY JUDGE

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

PAYROLL.....M MARION
HOME EMER.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS

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PERIOD 1 DATING 9/01/2023 - 9/15/2023 CHECK DATE 9/15/2023

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	19,112.30	1,144.00	02-01 SALARY-EMPLOY	45,958.65	3,024.00
03-01 EXTRA HELP	2,874.75	228.00	11-01 HOLIDAY PAY	2,719.60	152.00
05-05 OVERTIME	10,653.74	419.45	30-30 VAC ACCRUED		23.38
32-31 VAC TAKEN-EMP	220.05	16.00	40-40 SL LV ACCRUED		100.20
42-41 SK LV TAK-EMP	611.59	43.00	SP-70 STATE SUP PAY	1,050.00	
TT-70 TRAVEL ALLOW	904.16		99-99 NET PAY	63,703.11	
GROSS PAY	84,104.84	5,026.45			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	757.45		H1-30 HEALTH CHLD	213.68	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,205.47	83,133.71	SS-10 FICA W/H	5,154.24	83,133.71
TC-20 TCDRS W/H	5,673.42	81,048.51	FD-40 FEDERAL W/H	6,466.17	77,460.29
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	807.20		NF-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	9.30	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	3.18		SX-05 SUTA-EX HELP	1.26	
MC-10 MEDC TAX OFF	300.98		MR-10 MEDC TAX XHEP	33.51	
MT-10 MEDC TAX EMP	870.98		SR-10 FICA-EX HELP	178.24	
SS-10 FICA-OFF	1,286.86		ST-10 FICA-EMP	3,689.14	
SD-15 SUP DEATH-OFF	87.56		SE-15 SUP DEATH-EMP	2,277.19	
TC-15 TCDRS-OFF	2,327.02		TD-15 TCDRS-EMP	7,366.34	
AF-20 AFLAC	29.97		A1-20 COLONIAL ADDL	395.90	
CI-20 DEP. CHLD	213.68		DF-20 DENT. FAMILY	168.07	
DI-20 DENT. INS-OFF	205.28		DJ-20 DENT. INS-EMP	769.80	
HI-20 MED. INS-OFF	7,121.52		HJ-20 MED. INS-EMP	23,738.40	
TK-20 TERM LIFE/OFF	39.50		TM-20 TERM LIFE-EMP	118.50	
UL-20 GUARDIAN	108.31		VE-20 VISION EMPLOY	43.40	
VS-20 VISION SPOUSE	11.80				

Exhibit "A"

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,382.52	352.00	02-01 SALARY-EMPLOY	11,764.49	776.00
03-01 EXTRA HELP	2,563.96	211.50	30-30 VAC ACCRUED	254.96	5.01
40-40 SL LV ACCRUED		30.06	42-41 SK LV TAK-EMP	333.33	16.00
CT-70 TRAVEL ALLOW	999.99		TT-70 TRAVEL ALLOW		
99-99 NET PAY	16,787.08				
GROSS PAY	22,299.25	1,355.50			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	211.72		H2-30 HEALTH CHILDR	226.06	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	316.98	21,861.47	SS-10 FICA W/H	1,355.40	21,861.47
TC-20 TCDRS W/H	1,365.51	19,507.47	FD-40 FEDERAL W/H	1,430.43	20,195.96
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	210.57		CC-10 CHILD SUPPORT	245.50	
CT-10 CHILD SUPPORT	150.00				
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SX-05 SUTA-EX HELP	2.38		MC-10 MEDC TAX OFF	106.53	
MR-10 MEDC TAX XHEP	37.17		MT-10 MEDC TAX EMP	173.28	
SR-10 FICA-EX HELP	158.97		SS-10 FICA-OFF	455.50	
ST-10 FICA-EMP	740.93		SD-15 SUP DEATH-OFF	28.72	
SE-15 SUP DEATH-EMP	59.08		TC-15 TCDRS-OFF	763.36	
TD-15 TCDRS-EMP	1,569.73		AF-20 ARIAC	32.89	
A1-20 COLONIAL ADDL	58.23		DF-20 DENT. FAMILY	48.02	
D1-20 DENT INS-OFF	76.98		DJ-20 DENT INS-EMP	256.60	
E2-20 CHILDREN HINS	226.06		HI-20 MED INS-OFF	2,373.84	
HJ-20 MED INS-EMP	7,121.52		TK-20 TERM LIFE/OFF	15.80	
TM-20 TERM LIFE-EMP	35.55		UL-20 GUARDIAN	45.14	
VE-20 VISION EMPLOY	12.40		VF-20 VISION FAMILY	9.14	
VS-20 VISION SPOUSE	5.90				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....41 LAKE PATROL FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 9/01/2023 - 9/15/2023 CHECK DATE 9/15/2023

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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	50.00		02-01 SALARY-EMPLOY	318.00	8.00
99-99 NET PAY	314.07				
GROSS PAY	368.00	8.00			
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	5.35	368.00	SS-10 FICA W/H	22.82	368.00
TC-20 TCERS W/H	25.76	368.00	FD-40 FEDERAL W/H		342.24
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	0.32		MC-10 MEDC TAX OFF	0.73	
MT-10 MEDC TAX EMP	4.62		SS-10 FICA-OFF	3.10	
ST-10 FICA-EMP	19.72		SD-15 SUP DEATH-OFF	0.23	
SE-15 SUP DEATH-EMP	1.44		TC-15 TCERS-OFF	5.98	
TD-15 TCERS-EMP	38.03				

PAYROLL.....M MARION										PAYROLL CALCULATION TOTALS										RUN - 9/12/2023 15.01.44										PAGE 4																													
HOME EMPLR.....1 MARION COUNTY																																																											
HOME FUND.....50 PRETRIAL INTERVENTION										PERIOD 1 DATING 9/01/2023 - 9/15/2023										CHECK DATE 9/15/2023										PR302R-V14.20										Paymate																			
PAY CODE & DESCRIPTION										AMOUNT										HOURS										PAY CODE & DESCRIPTION										AMOUNT										HOURS									
02-01 SALARY-EMPLOY										103.00										88.00										99-99 NET PAY										87.91																			
GROSS PAY										103.00										88.00																																							
TAX CODE & DESCRIPTION										AMOUNT										TAXABLE										TAX CODE & DESCRIPTION										AMOUNT										TAXABLE									
MC-10 MEDICARE TAX										1.49										103.00										SS-10 FICA W/H										6.39										103.00									
TC-20 TCDRS W/H										7.21										103.00										FD-40 FEDERAL W/H																				95.79									
BEN CODE & DESCRIPTION										AMOUNT																				BEN CODE & DESCRIPTION										AMOUNT																			
SV-05 SUTA-EMP										0.10																				MT-10 MEDC TAX EMP										1.49																			
ST-10 FICA-EMP										6.39																				SE-15 SUP DEATH-EMP										0.46																			
TD-15 TCDRS-EMP										12.32																																																	

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 9/01/2023 - 9/15/2023 CHECK DATE 9/15/2023

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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,388.05	86.00	30-30 VAC ACCRUED		1.67
32-31 VAC TAKEN-EMP	1,112.78	2.00	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	1,420.83				
GROSS PAY		88.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	36.57				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	20.07	1,384.26	SS-10 FICA W/H	85.82	1,384.26
TC-20 TCERS W/H	99.46	1,420.83	FD-40 FEDERAL W/H	66.81	1,284.80
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	20.07		ST-10 FICA-EMP	85.82	
SE-15 SUP DEATH-EMP	6.39		TD-15 TCERS-EMP	169.93	
DF-20 DENT. FAMILY	24.01		DJ-20 DENT INS-EMP	25.66	
HJ-20 MED INS-EMP	791.28		TM-20 TERM LIFE-EMP	3.95	
UL-20 GUARDIAN	12.56				

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

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PERIOD 1 DATING 9/01/2023- 9/15/2023 CHECK DATE 9/15/2023 PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	25,544.82	1,496.00	02-01 SALARY-EMPLOY	59,532.19	3,982.00
03-01 EXTRA HELP	5,438.71	439.50	11-01 HOLIDAY PAY	2,719.60	152.00
05-05 OVERTIME	10,653.74	419.45	30-30 VAC ACCRUED		30.06
32-31 VAC TAKEN-EMP	252.83	18.00	40-40 SL LV ACCRUED		133.60
42-41 SK LV TAK-EMP	866.55	59.00	CT-70 TRAVEL ALLOW	999.99	
SP-70 STATE SUP PAY	1,050.00		TT-70 TRAVEL ALLOW	1,237.49	
99-99 NET PAY	82,004.27				
GROSS PAY	108,295.92	6,565.95			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	1,005.74		H1-30 HEALTH CHIL	213.68	
H2-30 HEALTH CHILDR	226.06				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,549.36	106,850.44	SS-10 FICA W/H	6,624.67	106,850.44
TC-20 TCDRS W/H	7,171.36	102,447.81	FD-40 FEDERAL W/H	7,963.41	99,379.08
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	1,017.77		NF-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	9.30	
CC-10 CHILD SUPPORT	245.50		CT-10 CHILD SUPPORT	150.00	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	3.60		SX-05 SUTA-EX HELP	3.64	
MC-10 MEDC TAX OFF	408.24		MR-10 MEDC TAX XHEP	70.68	
MT-10 MEDC TAX EMP	1,070.44		SR-10 FICA-EX HELP	337.21	
SS-10 FICA-OFF	1,745.46		ST-10 FICA-EMP	4,542.00	
SD-15 SUP DEATH-OFF	116.51		SE-15 SUP DEATH-EMP	344.56	
TC-15 TCDRS-OFF	3,096.36		TD-15 TCDRS-EMP	9,156.35	
AF-20 AFLAC	62.86		A1-20 COLONIAL ADDL	454.13	
CI-20 DEP. CHILD	213.68		DF-20 DENT. FAMILY	240.10	
DI-20 DENT. INS-OFF	282.26		DJ-20 DENT. INS-EMP	1,052.06	
E2-20 CHILDREN HINS	226.06		HI-20 MED. INS-OFF	9,495.36	
HJ-20 MED. INS-EMP	31,651.20		TK-20 TERM LIFE/OFF	55.30	
TM-20 TERM LIFE-EMP	158.00		UL-20 GUARDIAN	166.01	
VE-20 VISION EMPLOY	55.80		VF-20 VISION FAMILY	9.14	
VS-20 VISION SPOUSE	17.70				

NET PAY**9/15/2023**

GENERAL	10.000.1012	\$63,703.11
ROAD & BRIDGE	15.000.1012	\$17,182.58
LAKE PATROL	41.000.1012	\$314.07
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	<u>1112.1</u>
		<u>\$82,399.77</u>

FILED FOR RECORD

23 OCT -5 PM 4:35

KIMBERLY WISE
CO. CLERK, MARION CO.

BY _____ DEPUTY

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$10,308.48
MEDICARE	10.000.2203	\$2,410.94
W/HOLDINGS	10.000.2202	\$6,466.17

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,710.80
MEDICARE	15.000.2203	\$633.96
W/HOLDINGS	15.000.2202	\$1,430.43

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$45.64
MEDICARE	41.000.2203	\$10.70
W/HOLDINGS	41.000.2202	\$0.00

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$171.64
MEDICARE	51.000.2203	\$40.14
W/HOLDINGS	51.000.2202	<u>\$66.81</u>

\$24,311.47

[Handwritten Signature]
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PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS
PERIOD 2 DATING 9/16/2023 - 9/30/2023 CHECK DATE 9/29/2023
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PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	19,112.30	1,040.00	02-01	SALARY-EMPLOY	44,158.71	2,655.00
03-01	EXTRA HELP	3,185.00	253.00	05-05	OVERTIME	9,902.52	414.50
30-30	VAC ACCRUED		23.38	32-31	VAC TAKEN-EMP	1,258.31	73.00
40-40	SL LV ACCRUED		101.52	42-41	SK LV TAK-EMP	1,427.64	87.00
SP-70	STATE SUP PAY	1,050.00		TT-70	TRAVEL ALLOW	904.16	
99-99	NET PAY	61,343.05					
	GROSS PAY	80,998.64	4,522.50				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	803.08		H1-30	HEALTH CHLD	213.68	
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,159.79	79,981.88	SS-10	FICA W/H	4,958.87	79,981.88
TC-20	TCDRS W/H	5,445.77	77,796.06	FD-40	FEDERAL W/H	6,128.52	74,536.11
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	821.78		NF-02	CIGNA	47.30	
UG-02	UNI GUARANTY	67.50		VE-02	VISION EMPLOY	9.30	
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
SV-05	SUTA-EMP	2.06		SX-05	SUTA-EX HELP	1.67	
MC-10	MEDC TAX OFF	300.98		MR-10	MEDC TAX XHEP	36.22	
MT-10	MEDC TAX EMP	822.59		SR-10	FICA-EX HELP	192.06	
SS-10	FICA-OFF	1,286.86		ST-10	FICA-EMP	3,479.95	
SD-15	SUP DEATH-OFF	87.56		SE-15	SUP DEATH-EMP	262.51	
TC-15	TCDRS-OFF	2,327.02		TD-15	TCDRS-EMP	6,977.38	
AF-20	AFLAC	29.97		A1-20	COLONIAL ADDL	411.62	
CI-20	DEP. CHLD	213.68		DF-20	DENT. FAMILY	168.07	
UL-20	GUARDIAN	108.31		VE-20	VISION EMPLOY	43.40	
VS-20	VISION SPOUSE	11.80					

PAYROLL.....M MARION COUNTY
HOME EMPR.....1 MARION COUNTY
HOME FUND.....15 ROAD & BRIDGE FUND

PAYROLL CALCULATION TOTALS

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Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,382.52	320.00	02-01 SALARY-EMPLOY	11,513.93	688.00
03-01 EXTRA HELP	2,419.96	198.50	30-30 VAC ACCRUED		5.01
32-31 VAC TAKEN-EMP	125.28	8.00	40-40 SL LV ACCRUED		30.06
42-41 SK LV TAK-EMP	380.24	24.00	CT-70 TRAVEL ALLOW	999.99	
TT-70 TRAVEL ALLOW	333.33		99-99 NET PAY	16,667.53	
GROSS PAY	22,155.25	1,238.50			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	211.72		H2-30 HEALTH CHILDR	226.06	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	314.90	21,717.47	SS-10 FICA W/H	1,346.47	21,717.47
TC-20 TCDCRS W/H	1,386.93	19,813.47	FD-40 FEDERAL W/H	1,395.57	20,130.54
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	210.57		CC-10 CHILD SUPPORT	245.50	
CT-10 CHILD SUPPORT	150.00				
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SX-05 SUTA-EX HELP	1.67		MC-10 MEDC TAX OFF	106.53	
MR-10 MEDC TAX XHEP	35.09		MT-10 MEDC TAX EMP	173.28	
SR-10 FICA-EX HELP	150.04		SS-10 FICA-OFF	455.50	
ST-10 FICA-EMP	740.93		SD-15 SUP DEATH-OFF	28.72	
SE-15 SUP DEATH-EMP	60.47		TC-15 TCDCRS-OFF	763.36	
TD-15 TCDCRS-EMP	1,606.34		AF-20 AFLAC	32.89	
A1-20 COLONIAL ADDL	58.23		DF-20 DENT. FAMILY	48.02	
E2-20 CHILDREN HINS	226.06		UL-20 GUARDIAN	45.14	
VE-20 VISION EMPLOY	12.40		VF-20 VISION FAMILY	9.14	
VS-20 VISION SPOUSE	5.90				

PAYROLL.....M MARION				PAYROLL CALCULATION TOTALS				RUN - 9/27/2023 10.58.53		PAGE 3
HOME EMPR.....1 MARION COUNTY										
HOME FUND.....50 PRETRIAL INTERVENTION				PERIOD 2 DATING 9/16/2023 - 9/30/2023				CHECK DATE 9/29/2023		PR302R-V14.20
										Paymate
PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS			
02-01 SALARY-EMPLOY		103.00	80.00	99-99 NET PAY		87.91				
GROSS PAY		103.00	80.00							
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE			
MC-10 MEDICARE TAX		1.49	103.00	SS-10 FICA W/H		6.39	103.00			
TC-20 TCDRS W/H		7.21	103.00	FD-40 FEDERAL W/H			95.79			
BEN CODE & DESCRIPTION		AMOUNT	BEN CODE & DESCRIPTION		AMOUNT					
SV-05 SUTA-EMP		0.10	MT-10 MEDC TAX EMP		1.49					
ST-10 FICA-EMP		6.39	SE-15 SUP DEATH-EMP		0.46					
TD-15 TCDRS-EMP		12.32								

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS

PERIOD 2 DATING 9/16/2023 - 9/30/2023 CHECK DATE 9/29/2023 PR302R-V14.20

RUN - 9/27/2023 10.58.53 PAGE 4

Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,420.83	80.00	30-30 VAC ACCRUED		
40-40 SL LV ACCRUED		3.34	99-99 NET PAY	1,112.10	1.67
GROSS PAY	1,420.83	80.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	36.57				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	20.07	1,384.26	SS-10 FICA W/H	85.82	1,384.26
TC-20 TCDRS W/H	99.46	1,420.83	FD-40 FEDERAL W/H	66.81	1,284.80
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	20.07		ST-10 FICA-EMP	85.82	
SE-15 SUP DEATH-EMP	6.39		TD-15 TCDRS-EMP	169.93	
DF-20 DENT. FAMILY	24.01		UL-20 GUARDIAN	12.56	

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

RUN- 9/27/2023 10.58.53 PAGE 5

PERIOD 2 DATING 9/16/2023 - 9/30/2023 CHECK DATE 9/29/2023 PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	25,494.82	1,360.00	02-01 SALARY-EMPLOY	57,196.47	3,503.00
03-01 EXTRA HELP	5,604.96	451.50	05-05 OVERTIME	9,902.52	414.50
30-30 VAC ACCRUED		30.06	32-31 VAC TAKEN-EMP	1,383.59	81.00
40-40 SL LV ACCRUED		134.92	42-41 SK LV TAK-EMP	1,807.88	111.00
CT-70 TRAVEL ALLOW	999.99		SP-70 STATE SUP PAY	1,050.00	
TT-70 TRAVEL ALLOW	1,237.49		99-99 NET PAY	79,210.59	
GROSS PAY	104,677.72	5,921.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	1,051.37		H1-30 HEALTH CHIL	213.68	
H2-30 HEALTH CHILDR	226.06				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,496.25	103,186.61	SS-10 FICA W/H	6,397.55	103,186.61
TC-20 TCDRS W/H	6,939.37	99,133.36	FD-40 FEDERAL W/H	7,590.90	96,047.24
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	1,032.35		NE-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	9.30	
CC-10 CHIL SUPPRT	245.50		CT-10 CHIL SUPPRT	150.00	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	2.16		SX-05 SUTA-EX HELP	3.34	
MC-10 MEDC TAX OFF	407.51		MR-10 MEDC TAX XHEP	71.31	
MT-10 MEDC TAX EMP	1,017.43		SR-10 FICA-EX HELP	342.10	
SS-10 FICA-OFF	1,742.36		ST-10 FICA-EMP	4,313.09	
SD-15 SUP DEATH-OFF	116.28		SE-15 SUP DEATH-EMP	329.83	
TC-15 TCDRS-OFF	3,090.38		TD-15 TCDRS-EMP	8,765.97	
AF-20 AFLAC	62.86		A1-20 COLONIAL ADDL	469.85	
CI-20 DEP. CHIL	213.68		DF-20 DENT. FAMILY	240.10	
E2-20 CHILDREN HINS	226.06		UL-20 GUARDIAN	166.01	
VE-20 VISION EMPLOY	55.80		VF-20 VISION FAMILY	9.14	
VS-20 VISION SPOUSE	17.70				

NET PAY**9/30/2023**

GENERAL	10.000.1012	\$61,343.05
ROAD & BRIDGE	15.000.1012	\$17,063.03
LAKE PATROL	41.000.1012	\$0.00
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	1112.1
		<u>\$79,606.09</u>

FILED FOR RECORD

23 OCT -5 PM 4:35

KIMBERLY WISE
CO. CLERK, MARION CO.

BY _____ DEPUTY

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$9,917.74
MEDICARE	10.000.2203	\$2,319.58
W/HOLDINGS	10.000.2202	\$6,128.52

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,692.94
MEDICARE	15.000.2203	\$629.80
W/HOLDINGS	15.000.2202	\$1,395.57

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$0.00
MEDICARE	41.000.2203	\$0.00
W/HOLDINGS	41.000.2202	\$0.00

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$171.64
MEDICARE	51.000.2203	\$40.14
W/HOLDINGS	51.000.2202	<u>\$66.81</u>

\$23,378.50

[Signature]
David R. Z
Ralph Marlow
David E. Patterson

EIN 75-6001061
TAX PERIOD MARCH 31, 2023
FORM 941

COUNTY OF MARION
102 WEST AUSTIN STREET, ROOM 101
JEFFERSON, TEXAS 75657

88-315
1119

NO. **078590**

VERABANK
109 E. BROADWAY
JEFFERSON, TEXAS 75657

DATE

09/26/2023

CHECK NO.

078590

AMOUNT

\$3,173.39

THREE THOUSAND ONE HUNDRED SEVENTY-THREE AND 39/100-----DOLLARS

VOID AFTER 90 DAYS

PAY TO
THE
ORDER
OF

UNITED STATES TREASURY

COUNTY AUDITOR

COUNTY TREASURER

⑈078590⑈ ⑆111903151⑆ ⑈300⑈933⑈5⑈

FUND AND ACCOUNT	EIN	TAX PERIOD AND FORM	AMOUNT
10.695.4499	75 6001061	MARCH 31, 2023 941	\$3,173.39

TOTAL \$3,173.39

EIN 75 6001061
TAX PERIOD JUNE 30, 2023
FORM 941

COUNTY OF MARION
102 WEST AUSTIN STREET, ROOM 101
JEFFERSON, TEXAS 75657

88-315
1119

540

NO. 078591

VERABANK
109 E. BROADWAY
JEFFERSON, TEXAS 75657

DATE

CHECK NO.

AMOUNT

09/26/2023

078591

\$1,205.08

ONE THOUSAND TWO HUNDRED FIVE AND 08/100

DOLLARS

PAY TO
THE
ORDER
OF

UNITED STATES TREASURY

VOID AFTER 90 DAYS

COUNTY AUDITOR

COUNTY TREASURER

⑈078591⑈ ⑆111903151⑆ ⑈300⑈933⑈5⑈

FUND & ACCOUNT	EIN	TAX PERIOD AND FORM	AMOUNT
10.695.4499	75 6001061	JUNE 30, 2023 941	\$1,205.08

TOTAL \$1,205.08

Date/Time 09-29-2023 / 11:15 AM
Submitted By bwestbrook257

Pay Date 09-29-2023

Employee Deposits	\$14,110.74
Employer Contributions	\$24,109.21
Group Term Life Premiums	\$907.12
Total	\$39,127.07

Comments

Payroll File SEPT23.xlsx

[CLOSE](#)

[PRINT](#)

**DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2023**

"Every1KnowsSome1"

WHEREAS, there is no age, race, gender, religion, or economic status that is immune from the impact of domestic violence that affects children, families, and entire communities and results in violations of a person's privacy, dignity, security, and humanity by physical, emotional, sexual, psychological and economic control and abuse to maintain power and control over another individual, including abuse against children and the elderly; and

WHEREAS, National Domestic Violence Awareness Month strives to highlight how common domestic violence is as nearly 1 in 4 women and 1 in 7 men aged 18 and older have suffered injury due to intimate partner violence including rape, physical violence, and/or stalking and 1 in 15 children are exposed to intimate partner violence each year; and

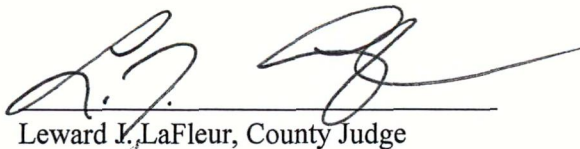
WHEREAS, Domestic Violence Awareness Month was launched nationwide in October 1987 as a way to help victims find the compassion, comfort, and healing they need by uniting them with organizations working on addressing domestic violence issues to assist with access to medical and legal services, counseling, and safe housing; and

WHEREAS, this month allows us to reflect on what it means to be a survivor, a service provider, a counselor, a law-enforcement officer, or a shelter worker as they work together to make a difference in the lives of those caught in a violent situation; and

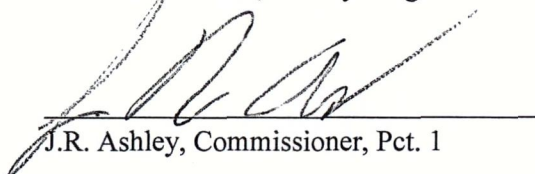
WHEREAS, local domestic violence service provider, **Women's Center of East Texas**, is focused on ending violence by providing shelter and non-residential services including individualized safety planning, counseling, and comprehensive support services to survivors of domestic violence and their children.

NOW, THEREFORE, I, do hereby resolve the month of October, 2023 as ***National Domestic Violence Awareness Month*** in Marion County, Texas, and urge the public to actively work toward eradicating domestic violence, improving survivor safety, and holding perpetrators of domestic abuse accountable for their actions.

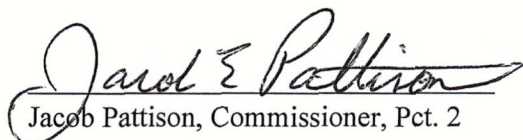
Signed this 9th day of October, 2023



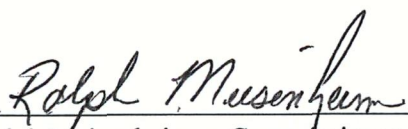
Leward J. LaFleur, County Judge



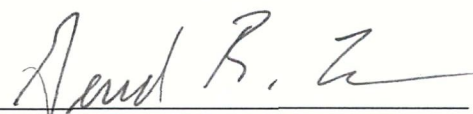
J.R. Ashley, Commissioner, Pct. 1



Jacob E. Pattison, Commissioner, Pct. 2



Ralph Meisenheimer, Commissioner, Pct. 3



Gered R. Lee, Commissioner, Pct. 4

Attest:



Kimberly Wise
County Clerk

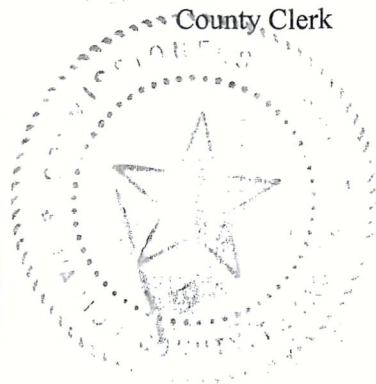


Exhibit "C"

544

SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR

**COUNTY AUDITOR SHALL CERTIFY TO THE COMMISSIONERS COURT THE RECEIPT OF REVENUE FROM A NEW SOURCE NOT ANTICIPATED BEFORE THE ADOPTION OF THE BUDGET AND NOT INCLUDED IN THE BUDGET FOR THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0108**

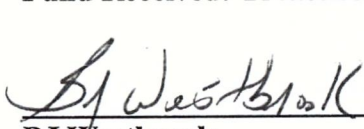
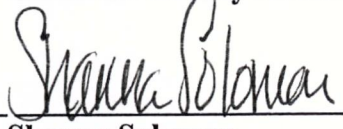
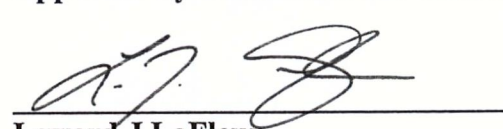
REQUESTED REVENUE & EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
10.360.3899	Sundry Receipts	\$71,351.26	\$9,009.28	\$ 80,360.54
10.695.4492	Economic Development	\$ 0.00	\$9,009.28	\$ 9,009.28

STATEMENT OF NEED:

Unclaimed Capital Credits which can only be used per LGC 381.004 – Community and Economic Development Programs

Fund Received: Treasurer Certified: County Auditor Approved by Commissioners Court:

		
BJ Westbrook	Shanna Solomon	Leward J LaFleur
Marion County Treasurer	Marion County Auditor	Marion County Judge

Date: 10-9-23

Date: 10-9-23

Date: 10-9-23

August 31, 2023

County Judge
and Commissioners Court
Marion County, Texas
Re: Certification of additional revenue

Judge and Commissioners,

Pursuant to Local Government Code
111.0108- Special Budget for Revenue Received After Start of Fiscal Year

“The county auditor....shall certify to the commissioners court the receipt of Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year.

On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Shanna Solomon, County Auditor of Marion County CERTIFY to the Marion County Commissioners Court of the receipt of ADDITIONAL REVENUES from a new source not anticipated before the adoption of the budget- which were not included in the Marion County Revenue Estimates in the adopted budget for 2022. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

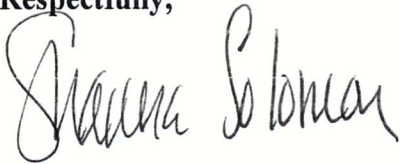
The amount and source of the certified additional funds are as follows-

Amount: \$9,009.28

Source: 10.360.3899

(Unclaimed Capital Credits for 2023)

Respectfully,

A handwritten signature in cursive script, appearing to read "Shanna Solomon", written in dark ink.

Shanna Solomon
Marion County Auditor

BUDGET LINE-ITEM TRANSFER

**COMMISSIONERS COURT BY ORDER, MAY AMEND THE BUDGET TO TRANSFER AN
AMOUNT BUDGETED FOR ONE ITEM TO ANOTHER BUDGETED ITEM WITHOUT
AUTHORIZING AN DEMERGENCY EXPENDITURE
LOCAL GOVERNMENT CODE 111.010(D)**

REQUESTED EXPENDITURE INCREASE TRANSFER

Fund- Department – Account	Description	Budget	Requested Inc/Decr	New Balance
39.683.4348	Maintenance & Operations	\$20,000.00	(\$10,000.00)	\$10,000.00
39.683-4351	Fuel	\$45,000.00	(\$26,000.00)	\$19,000.00
39.683-4433	Insurance	\$2,000.00	(\$ 990.72)	\$ 1,009.28
39.780.4710	Transfer to General Fund	\$0.00	\$36,990.72	\$36,990.72
10.695.4492	Economic Development	\$9,009.28	\$36,990.72	\$46,000.00
10.390.3939	Transfer from Airport	\$0.00	\$36,990.72	\$36,990.72

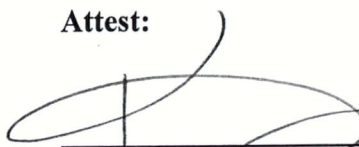
STATEMENT OF NEED:

Unclaimed Capital Credits which can only be used per LGC 381.004 – Community and Economic Development Programs – Since 2015 \$267,591.35 has been put into Airport Fund for use by Airport – transferring \$36,990.72 to General fund to be used for Martin House Advocacy Center which is permissible under LGC 381.004(f)

Approved by Commissioners Court this 9th day of October 2023:


Leward J LaFleur
Marion County Judge

Attest:


Kim Wise
Marion County Clerk

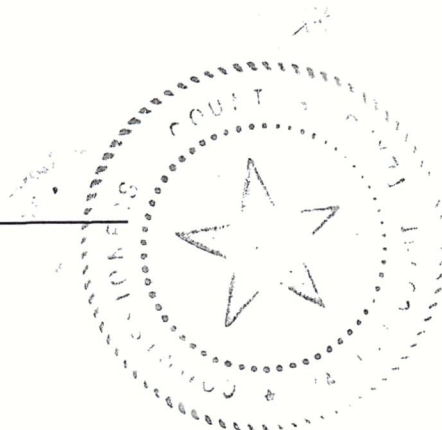


Exhibit "E"

Bid Notice

In accordance with Sections 262.01 through 262.034, inclusive, of Vernon's Texas Codes Annotated Local Government Code, the County of Marion, State of Texas, hereby gives public notice of its intent to seek bids.

Sealed bids are to be received in the Office of the County Auditor, 102 W Austin, Room 102, Jefferson, TX, by 9:00 a.m. November 3, 2023. Clearly mark bids 'Solid Waste Disposal Services 2023-02'. Bids will be opened at 9:00 a.m. Bids will be awarded on November 6, 2023 at 9:15 am.

The items to be bid are as follows: solid waste disposal services for six locations.

The specifications for same may be obtained in the Office of the County Auditor during normal office hours. The methods of payment and bond requirements are to be in accordance with the terms stated in the general specifications.

By: Shanna Solomon
Marion County Auditor

MARION COUNTY, TEXAS

BID SPECIFICATIONS **SOLID WASTE DISPOSAL SERVICES**

Bid # BID-2023-02
For: Solid Waste Disposal Services
Bid opens date/time: November 3, 2023 @ 9:00 a.m.
Bids awarded : November 6, 2023, @ 9:15 am

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Marion County.

Sealed bids shall be submitted no later than:

Date/Time: November 3, 2023 @ 9:00 a.m.
Mark Envelope: BID-2023-02 Solid Waste Disposal Services

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Marion County reserves the right to waive simple informalities in this Invitation to Bid.

Marion County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. **Bids will be opened in the County Judge's office, 102 W Austin, Room 205, Marion County Courthouse, Jefferson, Texas.** You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Marion County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements that are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results or if you have any questions, **please contact Shanna Solomon, Marion County Auditor at 903-665-7240.**

GENERAL REQUIREMENTS

Vendor Instructions:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN. Be sure your bid package is complete.

Governing Law

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Marion County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Bid Form Completion

Bid must be submitted on forms provided in sealed envelopes marked "2023-02 Solid Waste Disposal Services". An authorized representative of the bidder should sign the Bid Sheets.

Bid Returns

Bidders must return all completed bids to the Marion County Auditor's office, 102 W Austin, Room 102, Jefferson, Texas 75657 by the time and date set forth in these bid documents. Bids received after the date and time above will be returned unopened. Fax transmittals are not acceptable.

Late Bids

Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Marion County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Judge's Office shall be the official time of receipt unless otherwise authorized by the County Auditor.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Marion County's interpretation shall govern.

Addendum

When specifications are revised, the Marion County Auditor's Office will issue an addendum addressing the nature of the change. Bidders must sign and include it in the return bid package. Any interpretations, corrections or changes to this bid will be made by written addenda. Sole issuing authority of addenda shall be vested in the Marion County Auditor and shall be delivered to prospective bidders solely through the Marion County Auditor. Addenda will be mailed, faxed or e-mailed to all that are known to have received a copy of this bid.

Hold Harmless Agreement

Contractors shall indemnify and hold Marion County harmless from all claims for personal injury; death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractors' performance. Contractors shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractors' liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

Taxes

Marion County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Marion County claims exemption from all sales and/or use taxes under Chapter 20, Title 122A, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Marion County Auditor.

Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

Pricing

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there is any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **must** indicate the items required and attendant costs or forfeit the right to payment for such items. Bidder should show both the unit price and total amount, where required, of each item listed. In the event of an error or discrepancy in the mathematics, the unit price shall prevail.

Silence of Specifications

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Supplemental Materials

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the return bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

Material Safety Data Sheets

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets, which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

Name Brands

Specifications may reference name brands and model numbers. It is not the intent of Marion County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Marion County shall act as sole judge in determining equality and acceptability of products offered.

Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Marion County Auditor and recommendation to Marion County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Marion County Auditor reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

Inspections

Marion County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform; the County can reject the bid as inadequate.

Testing

Marion County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

Disqualification of Bidder

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Marion County certifies that the bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If a bidder submits multiple bids and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Award

Marion County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards by line item to more than one bidder, or to one successful bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

Assignment

The successful vendor may not assign, subcontract, sell or otherwise transfer this contract without written permission of Marion County Commissioners' Court.

Term Contracts

If the contract is intended to cover a specific time period, said time would be given in the specifications under **Instructions/Terms of Contract** section. If during the life of the contract bidders' net price to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed the benefits of such reduction shall be extended to Marion County.

Title Transfer

Title and Risk of Loss of goods shall not pass to Marion County until Marion County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:00 a.m. and 5:00 p.m., Monday through Friday; however, the solid waste sites are open 12 noon – 4 p.m. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Locations" section of the instruction/terms of contract.

Warranties

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event product does not conform to OSHA Standards, where applicable, Marion County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Marion County may correct at the bidder's expense.

Purchase Order and Delivery

The successful bidder shall not deliver products or provide services without a verbal order from a Marion County Employee. The bidder in the proper place on the bid sheet shall indicate the fastest, most reasonable delivery time. Any special information concerning delivery should also be included. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Non-conformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Marion County without prejudice to other remedies provided by law. Where delivery times are critical, Marion County reserves the right to award accordingly.

Contract Extensions

Extensions may be made **only** by written agreement between Marion County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

Invoices and Payments

Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the **Marion County Auditor's Office, 102 W Austin, Room 102, Jefferson, Texas 75657**. Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days. The County pays invoices on the 2nd and last Mondays of each month during Commissioner's Court.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Termination

Marion County reserves the right to terminate the contract for default if bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Marion County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Marion County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty- (30) days written notice to either party unless otherwise specified. Marion County reserves the right to award a canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Marion County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

Patents/Copyrights

The successful bidder agrees to protect Marion County from claims involving infringements of patents and/or copyrights.

Americans with Disabilities Act

Bidders shall comply with the Americans with Disabilities Act of 1990 (ADA).

Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

NOTICE INSURANCE SECTION

Please Read Carefully

Workers' Compensation Coverage

Rule 110.110 was adopted by the Texas Workers' Compensation Commission under the Texas Labor Code, Section 402.061, and provides specific requirements for government entities to follow when soliciting bids on public works contracts. All persons providing services on a building or construction project for a government entity must be covered by Workers' Compensation Coverage. The governmental entity is required to obtain certificates of coverage and retain them for the duration of the project plus three years. The rule requires specific language to be included in all bid specifications and in contracts awarded by a governmental entity.

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$ 500,000 per occurrence and \$ 1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employers liability coverage at minimum limits of \$ 500,000 per occurrence each accident/ \$ 500,000 by disease per occurrence/ \$ 500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$ 1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Marion County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Marion County, Texas through its Auditor, Shanna Solomon, 102 W Austin, Room 102, Jefferson, Texas 75657, thirty (30) days written notice of same.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

By order of the Commissioners Court of Marion County, Texas, sealed bids will be accepted for:

Solid Waste Disposal Services

IT IS UNDERSTOOD that the Commissioners Court of Marion County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Marion County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<u>Bids should be clearly marked:</u> Bid # BID-2023-02 Solid Waste Site Disposal Services
--

BIDS SHOULD BE DELIVERED TO the following address by
Monday, November 3, 2023, not later than 9:00 a.m.

Marion County Auditor
102 W Austin
Room 102
Jefferson, Texas 75657

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the
County Auditor's Office
before the opening date and time.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Political Signs: No political signs or materials may be displayed or permitted to be present at or upon any solid waste collection site owned by Marion County. Operator and his personnel shall immediately remove or dispose of any such signs or material placed upon any such site.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. **Bidders taking exception to the specifications, or offering substitutions, will not be considered. You are instructed not to send separate attachments with this bid.**

Bids must comply with all Federal, State, County and local laws concerning these type purchases.

Successful Bidder Shall defend, Indemnify and hold harmless Marion County and all its officers, officials, agents and employees from all suits, damages, costs (including but not limited to all defense costs), actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any conduct of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and hold harmless Marion County from liability, claim or demand on their part, and its officers, officials, agents, servants, customers and/or employees whether such liability, claim or demand arise from or occur upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises is located. Successful bidder shall pay any judgment costs that may be obtained against Marion County growing out of such injury or damages, as well as all costs of courts and reasonable attorney's fees, and all costs of defense.

Termination for Default: Marion County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Marion County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Marion County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Jefferson, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Marion County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Shanna Solomon, County Auditor at 903-665-7240 or ssolomon@co.marion.tx.us.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Scope

It is the intent of Marion County, Texas to hire an Independent Contractor, through the competitive bidding process, to provide containers and dumping services for the Marion County Solid Waste Sites, Courthouse, and Kellyville Center.

Locations

Site 1	Located off Victory School Rd at 545 Farmer Rd	Avinger, TX
Site 2	Located off FM 248 on Pines Road	Jefferson, TX
Site 3	Located off Hwy 49 E on MC 3503	Jefferson, TX
Site 4	Located off FM 3001 on Dumpground Road	Jefferson, TX
Site 5	Located off Hwy 49 W on 130 Kellyville Road	Jefferson, TX
Site 6	Located at 102 W Dallas St.(parking lot behind jail)	Jefferson, TX

Hours of Operation

Site 1 Crestwood	12 noon – 4 pm Monday, Wednesday and Saturday
Site 2 Lodi	12 noon – 4 pm Wednesday, Saturday and Sunday
Site 3 Smithland	12 noon – 4 pm Thursday, Friday and Saturday
Site 4 3001	12 noon – 4 pm Tuesday, Thursday and Saturday
Site 5 Kellyville	8 am – 5 pm Monday – Friday
Site 6 Jail	8 am – 5 pm Monday – Friday

Current location dumpster requirements

Site 1	one (1) 40 yard dumpster (for furniture, etc all year round) one (1) 40 yard dumpster one (1) 30 yard Recycle Container
Site 2	two (2) 40 yard dumpsters
Site 3	one (1) 40 yard dumpster
Site 4	one (1) 40 yard dumpster
Site 5	one (1) 3 yard dumpster
Site 6	one (1) 8 yard dumpster

Holidays

New Years Day, Martin Luther King Day, President's Day, Mardi Gras (2/17/23), Texas Independence Day (3/2/23) Good Friday, Memorial Day, Emancipation Day, Independence Day, Labor Day, Burn Rally (10/13/23) Veteran's Day, Thanksgiving Day (11/22-24)) and Christmas Day (12/24 & 12/25, 12/26).

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Marion County is requesting the Contractor to provide a complete turn-key operation for the receipt, collection and disposal of solid waste which shall consist of the following minimum requirements:

1. All personnel contracted with Marion County shall be of good character.
2. The Contractor will be directly responsible to the Marion County Commissioner's.
3. Contractor shall be required to be readily available for additional dumping during Earth Week in April as otherwise directed by Marion County. Marion County will alert contractor of this week a month in advance.
4. **Contractor shall be responsible for all costs associated with the pick-up, transport, delivery, and disposal of all solid waste collected at all sites.**
5. **From date of contract, the Commissioner's Court must approve any and all tipping fee rates associated with all dumpsites. Tipping fees must be presented to and approved by the Commissioner's Court within 30-days after the contract start date. Any requested increases during the term of this contract must be approved by Commissioner's Court. No increases in tipping fee rates can be changed without Commissioner's Court approval.**
6. Marion County shall promptly arrange for the pick-up and tipping/disposal of the solid waste containers maintained at each site and the waste shall be disposed of in a properly regulated and certified landfill.
7. Contractor shall be responsible for costs incurred in their services at each site to include labor, haul charges and disposal fees.
8. The successful bidder shall indemnify Marion County from any claims by any governmental agency for any tax, levy or sum on money due to any such agency as a result of the services of such solid waste collection sites.
9. Contractor shall be in compliance with all State and Federal regulations.
10. Contractor shall be responsible for providing copies of all containers services to Marion County along with their monthly statements.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Contract Period

This Contract shall be for one (1) year starting December 1, 2023 and ending November 30, 2024, with the option to renew for four (4) additional years contingent upon agreement by both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Marion County
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

Re: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

An **interested party** is: “(1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.”

(1) A **controlling interest** means: “(1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.”

(2) An **intermediary** means: “a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: (1) receives compensation from the business entity for the person's participation; (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (3) is not an employee of the business entity.”

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed (‘contract’ includes an amended, extended, or renewed contract); or
- (2) has a value of at least \$1 million

Contracts exempt from Form 1295:

- (1) a sponsored research contract of an institution of higher education;

- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
 - a. the value of the contract cannot be determined at the time the contract is executed; and
 - b. any qualified vendor is eligible for the contract
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities code
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

The disclosure requirement applies to a contract entered into on or after January 1, 2016. As of January 2018, the form is no longer required to be notarized; however, the authorized representative signing the form must make an "unsworn declaration" which includes among other things, their date of birth and address.

Business entities must complete Form 1295 online. Instructional videos and information may be found at the Texas Ethics Commission website: <https://www.ethics.state.tx.us>. From the Home page click on File a report and then Filing a 1295 Certificate.

The steps below need to be taken to complete a contract with Marion County.

1. Complete the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "certificate Number" that is stamped in the upper right hand corner of the form. (To complete the form, you will need a unique contract number which is listed below.)
2. Then the business entity executes a hard copy of the form and submits it to the governmental entity on or before the award of the contract.

Completed forms may sent to:
 Shanna Solomon
 Marion County Auditor
 119 W Lafayette St. Suite 4
 Jefferson, TX 75657

Once received, Marion County will notify the Ethics Commission of the receipt of the filed Form 1295 no later than 30 days after the date of the contract date. The original paper copies of the forms will be filed with the original contract.

Contract # _____

Vendor _____

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: solomon@co.marion.tx.us

Ph: 903-665-7240

Fx: 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
Bid # BID-2023-02 Solid Waste Disposal Services
Instructions/Terms of Contract

HB 89 - Prohibition on Contracts with companies Boycotting Israel
initial

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amended Texas Local Government code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it”

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract
3. **Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

SB 13 – Energy Company Boycotts

initial

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

initial

Respondent verifies that:

- (1) 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 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 entity.

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.

I, _____ (authorized official), being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Government Code Chapter 2270 and Chapter 2274::

1. Does not boycott Israel per HB 89 provisions;
2. Does not boycott energy companies per SB 13 provisions;
3. Does not boycott Firearm entities and trade associations per SB 19

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Date: _____

Initial Relevant Sections Above: HB 89, SB 13 or SB 19

MARION COUNTY

Bid # BID-2023-02 Solid Waste Disposal Services Specifications/Bidders Response Form

Marion County is requesting bids for the Operation of Marion County Solid Waste Disposal described in the following specifications. Marion County will award the bid in the manner it deems to be in the best interest of the County. Marion County will award the entire bid to one (1) Contractor.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Services of Solid Waste Disposal:

Site 1 – Avinger, Texas

Site 2, 3, 4, 5, 6 – Jefferson, Texas

\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____		Basic Service Fee
\$ _____		Fuel Surcharge
\$ _____		Disposal / Recycling
\$ _____		Other
\$ _____		Other
\$ _____		Other

Estimated delivery wait times for dumping containers once called:

MARION COUNTY
Bid # BID-2023-02 Solid Waste Disposal Services
Specifications/Bidders Response Form

****NOTE**:You are instructed not to send separate attachments concerning exceptions and/or substitutions to this bid. Marion County will not consider any attachments when determining the award of this bid.**

Firm or Individual Submitting Bid Federal ID Number (if applicable)

Address

City, State, Zip

Name and Title of Individual Submitting Bid

Telephone Number

Fax Number

Signature of Bidder or Authorized Representative

Marion County
Statement of "NO BID"

***** Do not return this page if you are bidding*****

We understand that if a "Statement of No Bid" is not executed and returned, our name will be deleted from the list of qualified bidders for future bids. **Please write "No Bid" on the outside of return envelope.**

We, the undersigned have: (please mark all that apply)

☐ Decline to bid on your bid # _____

☐ We do not offer this product

☐ We are unable to meet specifications

☐ Unable to meet bond requirements

☐ Please keep us on your bid list for future bids

☐ Please remove our name from your bid list

Company	Contact Person
Address	City, State, Zip
Date	Phone Fax

1A-4 RECRUITMENT AND SELECTION

Recruitment of qualified applications to fill openings on the staff of Marion County may include, but not be limited to, public postings in the Marion County Courthouse and advertisements in newspapers serving Marion County.

An individual who is not a current employee of Marion County shall be required to fully complete an application for employment form provided by the County before he/she can be considered to be an applicant for any position in the County. The personnel file of current County employees applying for open positions shall serve in lieu of having to complete a new application form. Application for any open position in the County may be made at the office of the Department head having the opening.

An applicant applying for a Operator or Truck Driver position with the Road & Bridge Department must provide a copy of their Class A Commercial Driver's License with the application. If a Class A CDL is not held by the applicant, they will have 180 days from date of hire to receive one. If the Class A CDL is not obtained within the 180 day period, the employee may be terminated or transferred to the General Laborer position.

An applicant shall be disqualified from consideration if he/she:

- a. Does not meet the minimum qualifications necessary for the performance of the duties of the position for which applying;
- b. Has knowingly made a false statement on the application form or any other documents related to or which have bearing on the selection process;
- c. Has committed or attempted to commit a fraudulent act at any stage of the selection process;
- d. Is not legally permitted to hold the position,
- e. In the Road & Bridge Department: if the person is applying for a full time Operator or Driver position, they may be disqualified if they do not hold a Class A CDL.

An applicant may be disqualified from consideration for employment for other reasonable grounds relating to job requirements.

It shall be the policy of Marion County to select the best-qualified applicant to fill any open position. Steps in determining an applicant's overall suitability for a position shall include but not be limited to:

- a. A review of the application to determine basic qualifications;
- b. A personal interview; and
- c. Reference and other background checks.
- d. Applications of individuals applying for employment with Marion County shall be kept for a minimum of one year after the initial date of the application.

C. COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY

1C-1 COUNTY PROPERTY USAGE

Each county employee shall be responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to him/her. County employees shall only use equipment, tools, and other County property that they are authorized to use. Personal use of county equipment, supplies, tools, and any other county property is not permitted and may result in discipline up to and including termination. Improper use may subject you to criminal prosecution.

1C-2 COUNTY VEHICLE USAGE

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles shall be responsible for the care, maintenance, proper use and upkeep of these vehicles. Employees may only use the vehicles they are authorized to use. Employees may not allow other individuals to operate the vehicles they have been assigned.

If personal use of a county vehicle is permitted the employee will be required to keep a log of all personal miles driven, including to and from work. These personal miles will be subject to payroll taxes at the current IRS rate in accordance with IRS rules and regulations.

Employees who operate vehicles must maintain an active State of Texas driver's license for the operation of that vehicle. All full-time, part-time or temporary operator or truck driver road & bridge employees must have a CDL license. All full-time, part-time and temporary road & bridge employees without a CDL license shall not be driving vehicles over 26,000 gross vehicle weight or pulling trailers and will be classified as general laborer. The license must be provided to the Treasurer's office. If they have any change in status of their license they must immediately notify their supervisor. An employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion or termination if that license is suspended or revoked. An employee classified as general laborer who violates the driving rules above concerning vehicles over 26,000 gross vehicle weight may be terminated immediately upon the act of violation.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's vehicle liability carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change, demotion or termination.

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor and to the

Department	Minimum	Maximum	
Courthouse Security			
Deputy	34100	36100	
R&B #1			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
			\$102,837
R&B #2			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
R&B #3			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
R&B #4			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
Sanitation		\$14.00 (624 hours)	(672) hours pct 2
Sanitation		\$8,736.00	9408
Anywhere between minimum wage (\$7.25) and below:			
Temporary r/b employee		\$17.00	
Part-time Motorgrader Operator		\$17.00	
Part-Time Road & Bridge Operator		\$14.50	
Part-time Road & Bridge Truck Driver		\$13.50	
Part-Time Clerical		\$13.50	
Part-Time Treasurer Clerk			
Part Time Deputy Sheriff		\$14.50	
Part-Time - Jailer - Dispatch - Bailiff		\$13.50	
Election workers		\$12.00	
election Judges		\$13.00	

DA Seizure Report

Sept 2022 - Aug 2023

begin cash	13887.5
begin ap	(10396.11)
cash	<u>3491.39</u>

Seized

begin DA ap - begin seizure	10396.11
add - py sheriff seized	<u>0</u>
begin seized	10396.11

seized during year	0
1/31/2023 230007	12600 txdds
4/30/2023 230031	4928 txdds

Returned

8/31/2022 2300007 dps	-8569.4 defendant
2100062 jpd	-6410.68
2300031 so dept	-2346.75
2300007 court cost	-358
2100062 court cost	-601
2300031 court cost	-458
2100062 da	-2747.43
2300007 da	-3672.6
2300031 da	-2123.25

Pending Cases

2000192	419
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total pending	<u>637</u>	<u>218</u>	<u>637</u>
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Beg cash: Forfeited	3491.39
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forfeited to DA	2100062	2747.43
	2300007	3672.6
	2300031	2123.25
	2100054	227.61
	2200103	384.9

Ending cash Balance	<u>12647.18</u>
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end cash	12647.18
end pending	<u>637</u>
Cash 8/30 Balance	13284.18



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

Agency Information

Agency Information

Agency Name: Marion County and
District Attorney

Agency Mailing Street:

102 W Austin, Room 201

City: Jefferson

ZIP: 75657

State: TX

County: Marion

Phone Number: (903) 665-2611

Agency Fiscal Beginning
Month: September

Agency Fiscal Ending Month: August

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Seized Funds
Balance: \$10,396.11

B) Seizures During Reporting Period:

1) Amount seized by
employees of your agency: \$0.00

2) Amount seized by other agencies: \$17,528.00

C) Total Amount of Forfeiture
Petitions Filed for All Agencies You Represent: \$17,528.00

D) Total Amount of Forfeitures
Pending for All Agencies You Represent: \$10,396.11

E) Interest Earned on Seized
Funds During Reporting Period: \$0.00

F) Amount Returned to
Defendants/Respondents: \$0.00

G) Amount Transferred to
Forfeiture Account: \$8,543.28

H) Other Reconciliation Items
(Must provide detail in box below): (\$18,743.83)

Description:

amounts paid out to other agencies on forfeitures

I) Seized Funds Ending
Balance - This field will be
auto-calculated when you
SAVE or switch sections: \$637.00

Ending Balance-Mailed Form:

II. Forfeited Funds

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Forfeited Funds
Balance: \$3,491.39

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement

Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment.

1) Amount Forfeited and
Transferred to all Agencies
Covered by Local Agreement: \$0.00

2) Amount Forfeited and
Received by Your Agency: \$9,155.79

3) Total Amount Forfeited and
Transferred to all Agencies
Covered by Local Agreement - \$9,155.79
This field will be
auto-calculated when you hit
save or switch sections:

C) Interest Earned on Forfeited
Funds During Reporting Period: \$0.00

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022

Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022

1) Amount Awarded and
Transferred to All Agencies
Pursuant to 59.022: \$0.00

2) Amount Awarded and
Received by your agency
pursuant to 59.022: \$0.00

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.022 - This field
will be auto-calculated when
you hit Save or switch
sections: \$0.00

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023

Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023

1) Amount Awarded and
Transferred to All Agencies
Pursuant to 59.023: \$0.00

2) Amount Awarded and
Received By Your Agency
Pursuant to 59.023: \$0.00

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.023 - This field
will be auto-calculated when
you hit Save or switch
sections: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period - This field
will be auto-calculated based
on your answers in the
Expenditures section: \$0.00

J) Forfeited Funds Ending
Balance (balance will be
automatically calculated after
expenditures are entered): \$12,647.18

Total Expenditures from Mailed
Form:

Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in

the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

B) Real Property (Count each parcel seized as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

E) Other Property

To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
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IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles: 0
- B) Real Property: 0
- C) Computers: 0
- D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned From Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

Expenditures

This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00

8) K9 Related Costs: \$0.00

9) Visual Aid Equipment for
Litigation: \$0.00

10) Other (Must provide detail
in box below): \$0.00

Description:

11) TOTAL EQUIPMENT
PURCHASED WITH
CHAPTER 59 FUNDS - This

field will be auto-calculated \$0.00
once you hit save or switch
sections:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH
CHAPTER 59 FUNDS - This
field will be auto-calculated \$0.00
once you hit save or switch
sections:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total In State Travel - This
field will be auto-calculated \$0.00
once you hit save or switch
sections:

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total Out of State Travel: \$0.00

Total In State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds - This field
will be auto-calculated once
you hit save or switch sections: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences,
Seminars): \$0.00
- 2) Materials (Books, CDs,
Videos, etc.): \$0.00
- 3) Other (Must provide detail in
box below): \$0.00

Description:

- 4) TOTAL TRAINING PAID
OUT OF CHAPTER 59
FUNDS - This field will be
auto-calculated once you hit
save or switch sections: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06
(d-3(6), (h), (j)): \$0.00
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n)
and (o)): \$0.00
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(pursuant to Articles 59.06
(d-3(6)), (h), (j), (n), (o), (d-2)) - \$0.00

This field will be
auto-calculated once you hit
save or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Investigative Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) State Bar Dues and Legal
Association Dues: \$0.00
- 7) Legal Library Supplies and
Access Fees: \$0.00
- 8) Other (Must provide detail in
box below): \$0.00

Description of Other Miscellaneous Fees:

9) TOTAL MISCELLANEOUS
FEES PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (a): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) Total paid to the Office of the
Attorney General pursuant to \$0.00
59.06(k):

6) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION/
OFFICE OF THE ATTORNEY
GENERAL OUT OF \$0.00
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO

581F

COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES -
This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Expenditures from Mailed
Form:

Financial Professional Certification

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Financial Professional
Acknowledge Terms: Yes

Typed Name of
Auditor/Treasurer/Accounting Shanna Solomon
Professional/Preparer::

Title: County Auditor

Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature

Title

Date

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms: : Yes

Year: 2023

NAME: Angela Smoak

TITLE: County Attorney

DATE: 10/30/2023

Comments: