

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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

Hon. Leward J. LaFleur

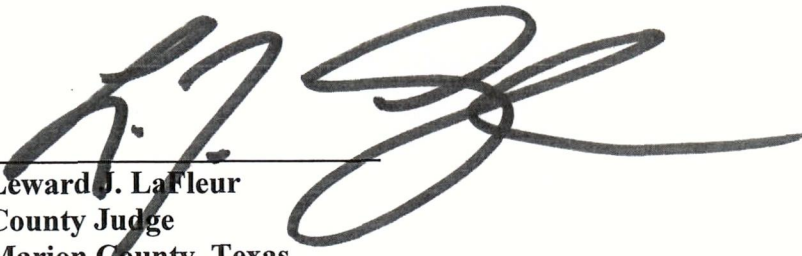
Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

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 13th November, 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 – October 30, 2023
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Enter into minutes CEU hours for the following: Edward Baird, Constable Precinct #1
 - d. Acknowledge 15 hours continuing education by Susan Anderson through the Texas District Court Alliance workshop
 - e. Consider approval of bond for: Jennifer Bedford, Deputy County Clerk
 - f. Court to audit and settle all accounts against County and direct their payment
2. Consider for approval payroll from October 1-15, 2023 and October 16-31, 2023.
3. Hear any updates and take any necessary action on Cypress River Airport.
4. Consider for approval, award of 2023-02 bid for Solid Waste Disposal Services authorizing County Judge to sign contracts.
5. Consider for approval placing of a dumpster at the VFW building for one month.
6. Consider for approval Third Amended Order and Authorized Plan for Electronic Jury Selection.
7. Discuss and take necessary action on Kellyville Park Baseball/ Softball Lease.


Leward J. LaFleur
County Judge
Marion County, Texas

23 NOV -9 PM 2:01
CO. CLERK
BY K.W. County Clerk

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

NOVEMBER 13, 2023

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on November 13, 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 OCTOBER 30, 2023

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

District Clerk	September	2023
J.P. Pct. #1	September	2023
Sheriff	October	2023
County Clerk	October	2023
District Clerk	October	2023
J.P. Pct. #2	October	2023
J.P. Pct. #1	October	2023

c. ORDER TO ENTER INTO THE MINUTES CEU HOURS FOR EDWARD BAIRD, CONSTABLE PRECINCT #1

d. ORDER TO ACKNOWLEDGE 15 HOURS CONTINUING EDUCATION BY SUSAN ANDERSON THROUGH THE TEXAS DISTRICT COURT ALLIANCE WORKSHOP

e. ORDER BOND FOR JENNIFER BEDFORD, DEPUTY COUNTY CLERK

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

Motion by Ashley, seconded by Meisenheimer to approve our consent agenda and all the four checks or extras presented to us by our Treasurer Mrs. B.J. Westbrook. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

ORDER APPROVING PAYROLL FOR THE PERIOD OF OCTOBER 1-15, 2023 AND OCTOBER 16-31, 2023 AS PRESENTED BY B.J.

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

See Exhibit "B" attached

ITEM NO. 3

HEAR ANY UPDATES AND TAKE ANY NECESSARY ACTION ON CYPRESS RIVER AIRPORT.

No Action Taken
No Exhibit

ITEM NO. 4

ORDER AWARDING 2023-02 BID FOR SOLID WASTE DISPOSAL SERVICES AUTHORIZING THE COUNTY JUDGE TO SIGN CONTRACT TO REPUBLIC SERVICES.

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

See Exhibit "C" attached

ITEM NO. 5

ORDER TO APPROVE PLACING A DUMPSTER AT THE VFW BUILDING FOR ONE MONTH.

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

See Exhibit "D" attached

ITEM NO. 6**ORDER APPROVING THIRD AMENDED ORDER AND AUTHORIZED PLAN FOR
ELECTRONIC JURY SLECTION.**

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

See Exhibit "E" attached

ITEM NO. 7**ORDER APPROVING THE RENEWAL OF KELLYVILLE PARK BASEBALL/
SOFTBALL LEASE FOR THIS COMING YEAR JANUARY 1, 2024 - DECEMBER 31,
2027.**

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

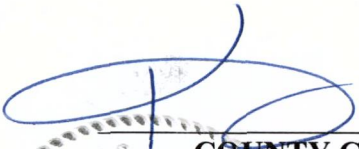
See Exhibit "F" attached

ORDER TO ADJOURN

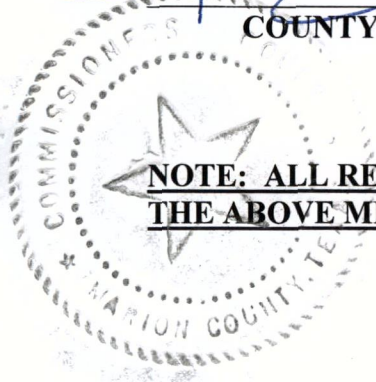
Motion by Ashley, seconded by Lee. All members present said Aye. Motion carried 4-0.
Meeting adjourned at 9:45 a.m.

**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**

The Faculty and Staff of the

**BILL BLACKWOOD LAW ENFORCEMENT
MANAGEMENT INSTITUTE OF TEXAS**

do hereby certify that

Marion E. Baird

under the auspices of the

**SAM HOUSTON STATE UNIVERSITY
CRIMINAL JUSTICE CENTER**

has successfully completed the forty-hour course in



Continuing Education for Constables

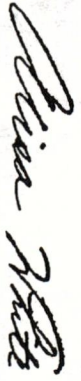
October 2nd - 6th , 2023

Exhibit "A"



Executive Director, Law Enforcement Management Institute of Texas





President, Sam Houston State University

TEXAS DISTRICT COURT ALLIANCE

is pleased to present this

Certificate of Completion

TO

Susan Anderson

District Clerk
Marion County

FOR SATISFACTORY PARTICIPATION IN THE
23rd ANNUAL TDCA WORKSHOP
October 17-19, 2023

Lisa David

LISA DAVID, PRESIDENT

Conference Detail for Susan Anderson

For the period of 01/03/2023 to 11/06/2023

Conference		Session		Date	Times	Hours
2023 CDCAT Winter Conference - Round Rock, Tx.		Clerk User Group by Case Management System (13-NET Data)		01/23/2023	2:00 PM - 5:00 PM	3:00
		Welcome & Opening General Session		01/24/2023	8:30 AM - 9:00 AM	0:30
		Open Records - AG Certification		01/24/2023	9:00 AM - 10:00 AM	1:00
		How to Go Paperless		01/24/2023	10:30 AM - 11:30 AM	1:00
		Ransomware Attacks: Unlocking Digital Lockdowns		01/24/2023	11:30 AM - 12:30 PM	1:00
		Improving Decision-Making (Motivational Speaker)		01/24/2023	2:00 PM - 3:30 PM	1:30
		Skills With Others		01/24/2023	4:00 PM - 5:00 PM	1:00
		District Clerk - Breakout 1 - All Things Family		01/25/2023	9:00 AM - 10:30 AM	1:30
		District Clerk - Breakout 2 - The KEY to Assisting Self-Represented Litigants		01/25/2023	11:00 AM - 12:00 PM	1:00
		District Clerk - Breakout 3 - AG Child Support Division Updates		01/25/2023	1:30 PM - 2:15 PM	0:45
		District Clerk - Breakout 4 - CPS		01/25/2023	2:15 PM - 3:00 PM	0:45
		District Clerk Roundtable		01/25/2023	3:30 PM - 4:30 PM	1:00
		District Clerk - Breakout 5 - Unusual Encounters in the Courthouse: Twilight Zone		01/25/2023	4:30 PM - 5:00 PM	0:30
		Communication is KEY		01/26/2023	9:00 AM - 10:00 AM	1:00
		Esccheating		01/26/2023	10:00 AM - 11:00 AM	1:00
		The KEY to Preparing Your Budget		01/26/2023	11:15 AM - 12:15 PM	1:00
		Total for 2023 CDCAT Winter Conference - Round Rock, Tx.:				17:30
2023 Texas District Court Alliance		Inmate Mail		10/17/2023	1:00 PM - 2:00 PM	1:00
		Destruction of Exhibits		10/17/2023	2:00 PM - 3:15 PM	1:15
		CyberSecurity		10/17/2023	3:15 PM - 4:15 PM	1:00
		Grand and Petit Jury Process		10/17/2023	4:15 PM - 5:15 PM	1:00
		TDCA Business Meeting		10/18/2023	9:00 AM - 9:30 AM	0:30
		Legislative Update		10/18/2023	9:30 AM - 11:30 AM	2:00
		Working Lunch		10/18/2023	11:30 AM - 1:00 PM	1:30
		Everything Writs/Appeals		10/18/2023	1:15 PM - 2:15 PM	1:00
		Appeals/NSI		10/18/2023	2:15 PM - 3:15 PM	1:00
		Soverign Citizens/Republic of Texas		10/18/2023	3:15 PM - 5:00 PM	1:45
		Mental Health/Criminal Reporting		10/19/2023	9:00 AM - 10:00 AM	1:00
		Juvenile Law Process		10/19/2023	10:00 AM - 11:00 AM	1:00
		Clerk's Roundtable		10/19/2023	11:00 AM - 12:00 PM	1:00
		Total for 2023 Texas District Court Alliance:				15:00
		Total credits for period:				32:30

Exhibit "B"

628

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

PAYROLL CALCULATION TOTALS

RUN-10/10/2023 10.21.14 PAGE 1
PR302R-V14.20 Paymate

PERIOD 1 DATING 10/01/2023-10/15/2023 CHECK DATE 10/12/2023

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	19,112.30	1,040.00	02-01 SALARY-EMPLOY	45,453.63	2,738.00
03-01 EXTRA HELP	2,754.25	218.00	11-01 HOLIDAY PAY	2,592.00	144.00
05-05 OVERTIME	6,678.96	281.67	30-30 VAC ACCRUED	103.38	103.38
32-31 VAC TAKEN-EMP	1,717.32	100.00	40-40 SL LV ACCRUED	101.44	101.44
42-41 SK LV TAK-EMP	704.41	49.00	SP-70 STATE SUP PAY	1,050.00	
TT-70 TRAVEL ALLOW	904.16		99-99 NET PAY	61,507.19	
GROSS PAY	80,967.03	4,570.67			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	757.45		H1-30 HEALTH CHILD	213.68	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,159.99	79,995.90	SS-10 FICA W/H	4,959.71	79,995.90
TC-20 TCDRS W/H	5,473.67	78,194.95	FD-40 FEDERAL W/H	5,964.04	74,522.23
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	3.30		SX-05 SUTA-EX HELP	0.89	
MC-10 MEDC TAX OFF	300.98		MR-10 MEDC TAX XHEP	34.38	
MT-10 MEDC TAX EMP	824.63		SR-10 FICA-EX HELP	146.96	
SS-10 FICA-OFF	1,286.86		ST-10 FICA-EMP	3,525.89	
SD-15 SUP DEATH-OFF	87.56		SE-15 SUP DEATH-EMP	2,264.32	
TC-15 TCDRS-OFF	2,327.02		TD-15 TCDRS-EMP	7,025.08	
AF-20 AFLAC	29.97		A1-20 COLONIAL ADDL	395.90	
CI-20 DEP. CHILD	213.68		DE-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	
VL-20 GUARDIAN	108.31		VE-20 VISION EMPLOY	43.40	
VS-20 VISION SPOUSE	11.80				

FILED FOR RECORDS
23 NOV -8 PM 2:44
KANSAS WISE
CO. CLERK, MARION CO.
DEPUTY

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

FUND PERIOD 1 DATING 10/01/2023-10/15/2023 CHECK DATE 10/12/2023

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PR302R-V14.20 Paymate

PAYROLL CALCULATION TOTALS

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,382.52	320.00	02-01 SALARY-EMPLOY	11,481.58	680.00
03-01 EXTRA HELP	1,340.96	110.00	30-30 VAC ACCRUED	621.20	5.01
40-40 SL LV ACCRUED		30.06	42-41 SK LV TAK-EMP	333.33	40.00
CT-70 TRAVEL ALLOW	999.99		TT-70 TRAVEL ALLOW		
99-99 NET PAY	15,841.47				
GROSS PAY	21,159.58	1,150.00			
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	300.46	20,721.80	SS-10 FICA W/H	1,284.73	20,721.80
TC-20 TCDRS W/H	1,319.16	18,845.30	FD-40 FEDERAL W/H	1,369.91	19,102.64
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
AL-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	0.98		MC-10 MEDC TAX OFF	106.53	
MR-10 MEDC TAX XHEP	19.44		MT-10 MEDC TAX EMP	174.49	
SR-10 FICA-EX HELP	83.14		SS-10 FICA-OFF	455.50	
ST-10 FICA-EMP	746.09		SD-15 SUP DEATH-OFF	28.72	
SE-15 SUP DEATH-EMP	56.10		TC-15 TCDRS-OFF	763.36	
TD-15 TCDRS-EMP	1,490.55		AF-20 AFLAC	32.89	
AL-20 COLONIAL ADDL	58.23		DF-20 DENT. FAMILY	48.02	
DI-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				PAYROLL CALCULATION TOTALS				RUN-10/10/2023 10.21.14 PAGE 3	
HOME EMPLR.....1 MARION COUNTY									
HOME FUND.....50 PRETRIAL INTERVENTION				PERIOD 1 DATING 10/01/2023-10/15/2023				CHECK DATE 10/12/2023 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

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Paymate

PERIOD 1 DATING 10/01/2023-10/15/2023 CHECK DATE 10/12/2023

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	
DE-20 DENT. FAMILY	24.01		DJ-20 DENT INS-EMP	25.66	
HU-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 10/01/2023-10/15/2023 CHECK DATE 10/12/2023 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	58,459.04	3,578.00
03-01 EXTRA HELP	4,095.21	328.00	11-01 HOLIDAY PAY	2,592.00	144.00
05-05 OVERTIME	6,678.96	281.67	30-30 VAC ACCRUED		110.06
32-31 VAC TAKEN-EMP	1,717.32	100.00	40-40 SL LV ACCRUED		134.84
42-41 SK LV TAKEN-EMP	1,325.61	89.00	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	78,548.67				
GROSS PAY	103,650.44				
		5,880.67			
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	1,482.01	102,204.96	SS-10 FICA W/H	6,336.65	102,204.96
TC-20 TCDRS W/H	6,899.50	98,564.08	FD-40 FEDERAL W/H	7,400.76	95,005.46
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	3.40		SX-05 SUTA-EX HELP	1.87	
MC-10 MEDC TAX OFF	407.51		MR-10 MEDC TAX XHEP	53.82	
MT-10 MEDC TAX EMP	1,020.68		SR-10 FICA-EX HELP	230.10	
SS-10 FICA-OFF	1,742.36		ST-10 FICA-EMP	4,364.19	
SD-15 SUP DEATH-OFF	116.28		SE-15 SUP DEATH-EMP	3,327.27	
TC-15 TCDRS-OFF	3,090.38		TD-15 TCDRS-EMP	8,697.88	
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	
TU-20 TERM LIFE-EMP	158.00		UL-20 GUARDIAN	166.01	
VE-20 VISION EMPLOY	55.80		VF-20 VISION FAMLLY	9.14	
VS-20 VISION SPOUSE	17.70				

NET PAY**10/15/2023**

GENERAL	10.000.1012	\$61,507.19
ROAD & BRIDGE	15.000.1012	\$16,236.97
LAKE PATROL	41.000.1012	\$0.00
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	1112.1
		<u>\$78,944.17</u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$9,919.42
MEDICARE	10.000.2203	\$2,319.98
W/HOLDINGS	10.000.2202	\$5,964.04

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,569.46
MEDICARE	15.000.2203	\$600.92
W/HOLDINGS	15.000.2202	\$1,369.91

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>

\$23,038.08

JRW
And R2
Ralph Meisenberg
Joel Patterson

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

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 10/16/2023-10/31/2023 CHECK DATE 10/31/2023

RUN-10/27/2023 08.54.01 PAGE 1
PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	19,112.30	1,248.00	02-01	SALARY-EMPLOY	45,763.72	3,355.50
03-01	EXTRA HELP	3,772.25	296.50	11-01	HOLIDAY PAY	127.60	8.00
05-05	OVERTIME	8,120.54	341.50	30-30	VAC ACCRUED		25.05
32-31	VAC TAKEN-EMP	3,412.64	192.00	40-40	SL LV ACCRUED		106.04
42-41	SK LV TAK-EMP	734.37	38.00	SP-70	STATE SUP PAY	1,050.00	
TT-70	TRAVEL ALLOW	904.16		99-99	NET PAY	63,217.98	
	GROSS PAY	82,997.58	5,479.50				
ABT CODE & DESCRIPTION		AMOUNT		ABT CODE & DESCRIPTION		AMOUNT	
CA-30	CAFETERIA	666.19		H1-30	HEALTH CHILD	213.68	
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,190.73	82,117.71	SS-10	FICA W/H	5,091.27	82,117.71
TC-20	TCDRS W/H	5,578.18	79,688.00	FD-40	FEDERAL W/H	6,137.41	76,539.53
DED CODE & DESCRIPTION		AMOUNT		DED CODE & DESCRIPTION		AMOUNT	
A1-02	COLONIAL ADDL	778.04		NE-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	5.28		SX-05	SUTA-EX HELP	1.94	
MC-10	MEDC TAX OFF	300.98		MR-10	MEDC TAX XHEP	53.52	
MT-10	MEDC TAX EMP	836.23		SR-10	FICA-EX HELP	228.84	
SS-10	FICA-OFF	1,286.86		ST-10	FICA-EMP	3,575.57	
SD-15	SUP DEATH-OFF	87.56		SE-15	SUP DEATH-EMP	271.04	
TC-15	TCDRS-OFF	2,327.02		TD-15	TCDRS-EMP	7,203.62	
AF-20	AFLAC	29.97		A1-20	COLONIAL ADDL	364.46	
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		TW-20	TERM LIFE-EMP	118.50	
UL-20	GUARDIAN	108.31		VE-20	VISION EMPLOY	43.40	
VS-20	VISION SPOUSE	11.80					

BY _____ DEPUTY

CO. CLERK, MARION CO.

23 NOV -8 PM 2:44

FILED FOR RECORD

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

PAYROLL CALCULATION TOTALS

RUN-10/27/2023 08.54.01 PAGE 2
PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION

AMOUNT

HOURS

PAY CODE & DESCRIPTION

AMOUNT

HOURS

01-01 SALARIES-OFFI
03-01 EXTRA HELP
40-40 SL LV ACCRUED
TT-70 TRAVEL ALLOW
GROSS PAY

6,382.52
1,917.96
333.33
21,736.58

384.00
162.50
30.06
1,410.50

02-01 SALARY-EMPLOY
30-30 VAC ACCRUED
CT-70 TRAVEL ALLOW
99-99 NET PAY

12,102.78
999.99
16,311.58

864.00
5.01

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
TC-20 TCDCRS W/H

308.83
1,351.50

21,298.80
19,307.30

SS-10 FICA W/H
FD-40 FEDERAL W/H

1,320.50
1,400.32

21,298.80
19,547.30

DED CODE & DESCRIPTION

AMOUNT

DED CODE & DESCRIPTION

AMOUNT

A1-02 COLONIAL ADDL
CT-10 CHILD SUPPORT

210.57
150.00

CC-10 CHILD SUPPORT

245.50

BEN CODE & DESCRIPTION

AMOUNT

BEN CODE & DESCRIPTION

AMOUNT

SX-05 SUTA-EX HELP
MR-10 MEDC TAX XHEP
SR-10 FICA-EX HELP
ST-10 FICA-EMP
SE-15 SUP DEATH-EMP
TD-15 TCDCRS-EMP
A1-20 COLONIAL ADDL
DI-20 DENT INS-OFF
E2-20 CHILDREN HINS
HJ-20 MED INS-EMP
TM-20 TERM LIFE-EMP
VE-20 VISION EMPLOY
VS-20 VISION SPOUSE

1.10
27.81
118.91
746.09
58.18
1,545.80
58.23
76.98
226.06
7,121.52
35.55
12.40
5.90

MC-10 MEDC TAX OFF
MT-10 MEDC TAX EMP
SS-10 FICA-OFF
SD-15 SUP DEATH-OFF
TC-15 TCDCRS-OFF
AF-20 AFLAC
DF-20 DENT. FAMILY
DJ-20 DENT INS-EMP
HI-20 MED INS-OFF
TK-20 TERM LIFE/OFF
UL-20 GUARDIAN
VF-20 VISION FAMILY

106.53
174.49
455.50
28.72
763.36
32.89
48.02
256.60
2,373.84
15.80
45.14
9.14

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....50 PRETRIAL INTERVENTION PERIOD 1 DATING 10/16/2023-10/31/2023 CHECK DATE 10/31/2023
PAYROLL CALCULATION TOTALS
RUN-10/27/2023 08.54.01 PAGE 3

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	103.00	96.00	99-99	NET PAY	87.91	
	GROSS PAY	103.00	96.00				
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 10/16/2023-10/31/2023 CHECK DATE 10/31/2023

RUN-10/27/2023 08.54.01 PAGE 4
PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,420.83	96.00	30-30 VAC ACCRUED	1,112.10	1.67
40-40 SL LV ACCRUED		3.34	99-99 NET PAY		
GROSS PAY	1,420.83	96.00			
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 TCDS 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 TCDS-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

RUN-10/27/2023 08.54.01 PAGE 5

PERIOD 1 DATING 10/16/2023-10/31/2023 CHECK DATE 10/31/2023 PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	25,494.82	1,632.00	02-01 SALARY-EMPLOY	59,390.33	4,411.50
03-01 EXTRA HELP	5,690.21	459.00	11-01 HOLIDAY PAY	127.60	8.00
05-05 OVERTIME	8,120.54	341.50	30-30 VAC ACCRUED		31.73
32-31 VAC TAKEN-EMP	3,412.64	192.00	40-40 SL LV ACCRUED		139.44
42-41 SK LV TAK-EMP	734.37	38.00	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	80,729.57				
GROSS PAY	106,257.99	7,082.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	914.48		H1-30 HEALTH CHILD	213.68	
H2-30 HEALTH CHILDR	226.06				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,521.12	104,903.77	SS-10 FICA W/H	6,503.98	104,903.77
TC-20 TCDRS W/H	7,036.35	100,519.13	FD-40 FEDERAL W/H	7,604.54	97,467.42
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	988.61		NF-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	9.30	
CC-10 CHILDSUPPORT	245.50		CT-10 CHILDSUPPORT	150.00	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	5.38		SX-05 SUTA-EX HELP	3.04	
MC-10 MEDC TAX OFF	407.51		MR-10 MEDC TAX XHEP	81.33	
MT-10 MEDC TAX EMP	1,032.28		SR-10 FICA-EX HELP	347.75	
SS-10 FICA-OFF	1,742.36		ST-10 FICA-EMP	4,413.87	
SD-15 SUP DEATH-OFF	116.28		SE-15 SUP DEATH-EMP	336.07	
TC-15 TCDRS-OFF	3,090.38		TD-15 TCDRS-EMP	8,931.67	
AF-20 AFLAC	62.86		A1-20 COLONIAL ADDL	422.69	
CI-20 DEP. CHILDS	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 HTNS	226.06		HI-20 MED. INS-OFF	9,495.36	
HU-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**10/31/2023****NET PAY**

GENERAL	10.000.1012	\$63,217.98
ROAD & BRIDGE	15.000.1012	\$16,707.08
LAKE PATROL	41.000.1012	\$0.00
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	1112.1
		<u>\$81,125.07</u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$10,182.54
MEDICARE	10.000.2203	\$2,381.46
W/HOLDINGS	10.000.2202	\$6,137.41

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,641.00
MEDICARE	15.000.2203	\$617.66
W/HOLDINGS	15.000.2202	\$1,400.32

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	\$66.81

\$23,654.74

J.R.W.
Ralph Meisner
David E. Pattina
Amr R 2

Date/Time 11-03-2023 / 10:25 AM
Submitted By tneuville257

Pay Date 10-31-2023

Employee Deposits	\$13,935.88
Employer Contributions	\$23,810.45
Group Term Life Premiums	\$895.88
Total	\$38,642.21

Comments

Payroll File OCT2023.xlsx

CLOSE

PRINT

**Texas Workforce Commission's Unemployment Tax Services
Payment Confirmation******* EMPLOYER FILE COPY *****

As of October 25, 2023 01:00 PM

Confirmation Number:	33880378
TWC Tax Account Number:	99-881041-8
Employer Name:	MARION - COUNTY OF
Bank Name:	CITIZENS NATIONAL BANK
Account Type:	Checking
Payment Initiated:	October 25, 2023 01:00 PM
Payment Date:	October 30, 2023
Scheduled Payment Amount:	\$52.96
Paid By:	Billie J Westbrook (bjwestbrook)

***** EMPLOYER FILE COPY *****

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

Regular Dumpster

\$ <u>721.00 / haul</u>	size <u>40yd MSW, On-Call</u>	Container Rental Fee \$120 / month
\$ <u>721.00 / haul</u>	size <u>40yd MSW, On-Call</u>	Container Rental Fee \$120 / month
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____		Basic Service Fee
\$ _____		Fuel Surcharge
\$ _____		Disposal / Recycling
\$ _____		\$0 (built into haul rate)
\$ _____		Other
\$ _____		Other
\$ _____		Other

Estimated delivery wait times for dumping containers once called:

1 business day

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

Recycle Dumpster

\$ 535.00 / haul	size 30yd Recycle, On-Call	Container Rental Fee \$120 / month
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____		Basic Service Fee
\$ _____		Fuel Surcharge
\$ _____		Disposal / Recycling
\$ _____		\$0 (built into haul rate)
\$ _____		Other
\$ _____		Other
\$ _____		Other

Estimated delivery wait times for dumping containers once called:

_____ 1 business day

MARION COUNTYBid # 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 2, Jefferson, Texas

\$ <u>721.00</u> / haul	size <u>40yd MSW, On-Call</u>	Container Rental Fee \$120 / month
\$ <u>721.00</u> / haul	size <u>40yd MSW, On-Call</u>	Container Rental Fee \$120 / month
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____		Basic Service Fee
\$ _____		Fuel Surcharge
\$ _____		Disposal / Recycling
\$ _____		\$0 (built into haul rate)
\$ _____		Other
\$ _____		Other
\$ _____		Other

Estimated delivery wait times for dumping containers once called:

1 business day

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 3 – Jefferson, Texas

\$ <u>721.00 / haul</u>	size <u>40yd MSW, On-Call</u>	Container Rental Fee \$120 / month
\$ _____	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:

_____ *1 business day* _____

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 4– Jefferson, Texas

\$ 721.00 / haul	size 40yd MSW, On-Call	Container Rental Fee \$120 / month
\$ _____	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:

_____ 1 business day

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 5 – Jefferson, Texas

\$ <u>179.48 / month</u>	size <u>3yd FL, 2 x Weekly</u>	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:

pre-set schedule

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 6 – Jefferson, Texas

\$ 299.13 / month	size 8yd FL, 2 x Weekly	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:

pre-set schedule

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.**

Repuiblic Services, Inc

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

2815 Hwy 42 N

Address

Kilgore, TX 75663

City, State, Zip

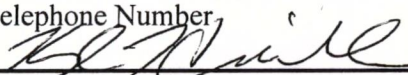
Kyle Harville, Division Sales Manager

Name and Title of Individual Submitting Bid

903-352-9510

Telephone Number

Fax Number


Signature of Bidder or Authorized Representative



**REPUBLIC
SERVICES**

Exhibit "D"

PROPOSAL

651

11/12/2023

Shanna Solomon

MARION COUNTY PREC 1 CONV STAT

D VICTORY SCHOOL RD OFF HWY 729

LAKE OF THE PINES, TX75657

Quote: A910450686

MARION COUNTY 13:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-678-7274. It's that easy.

Service Details

LARGE CONTAINERS

Equipment Qty/Type/Size:	1 - Open Top - 40.00Yd(s)	Haul Rate:	\$721.00 per haul
Frequency:	On-Call	Tons Included in Haul Rate:	4.0
Material Type:	Solid Waste	Additional Tons:	\$0.00 per ton
Hauls/ month:	1.0	Rental Rate:	\$120.00 per month

Estimated Monthly Amount *

Large Container Haul Charge	\$721.00
Large Container Rental Charge	\$120.00
Total Estimated Amount	\$841.00

One Time Charges

Delivery Charge Subtotal	\$314.00
Valued Customer Discount - Delivery	- \$164.00
Total One-Time Amount	\$150.00

Dontr'l Roberts

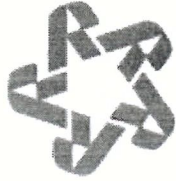
Republic Services

droberts2@republicservices.com

www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.


**REPUBLIC
SERVICES**
Temporary Service Agreement

AGREEMENT NUMBER A910450686

ACCOUNT NUMBER 070-26763

 EMAIL : shanna.solomon@co.marion.tx.us

INVOICE TO	
CUSTOMER NAME	MARION COUNTY 13
ATTN	Shanna Solomon
ADDRESS	119 W LAFAYETTE ST STE 4
CITY	JEFFERSON, TX
STATE	
ZIP CODE	75657-2226
TEL. NO.	(903) 466-3924 FAX NO.

SITE LOCATION	
SITE NAME	MARION COUNTY PREC 1 CONV STAT
ADDRESS	*D* VICTORY SCHOOL RD OFF HWY 729
CITY	LAKE OF THE PINES, TX
STATE	
SUITE	
ZIP CODE	75657
TEL. NO.	(903) 665-7240 FAX NO.
AUTHORIZED BY	Shanna Solomon
CONTACT	Shanna Solomon

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		RO	40.00Yd(s)	N	1	T	N	O/C	1.0	N		N	PL09	11/14/2023	\$721.00	\$120.00		\$0.00 over 4.0 tons		Delivery \$314.00 Dry Run \$0.00 Relocate \$0.00 Removal \$0.00 Washout \$0.00	

Allied Waste Systems, Inc. DBA Allied Waste Services of Athens, Allied Waste Services of Jacksonville, Allied Waste Services of Kilgore, Allied Waste Services of Mt. Pleasant, Allied Waste Services of Tyler, Republic Services of Kilgore
 HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY :

TITLE:

Marion County Judge

(AUTHORIZED SIGNATURE)

Leward J LaFleur

11/13/2023

TITLE:

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

Valued Customer Discount - Delivery for 1 container RO 40.00 yard - \$164.00

Delivery Notes:

Safety: No Safety Concerns

See reverse for Terms and Conditions

WASTE CONTAINER 40 CU YD - please deliver to... VFW Post 10373 1399 US-HWY 59 Jefferson,
Texas 75657 contact Alan Dales 903-431-3595 to find out where to place dumpster

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

1. **AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
2. **RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its affiliates or subcontractors, as needed.
3. **TERM (SCHEDULED AND ON-CALL SERVICES).** THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR MONTH TO MONTH, UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR MONTH TO MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
4. **TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
5. **DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
6. **SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
7. **PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
8. **ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
9. **SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
10. **RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
11. **COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
12. **CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
13. **SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.
14. **LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer

acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@publicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supercedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement.

Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:
Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.
Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:
Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL: 

DATE: 11-13-2023

INVOICE TO	
CUSTOMER NAME	MARION COUNTY 13
ATTN	Shanna Solomon
ADDRESS	119 W LAFAYETTE ST STE 4
CITY	JEFFERSON, TX
STATE	
ZIP CODE	75657-2226
TEL. NO.	(903) 466-3924/FAX NO.

SITE LOCATION	
SITE NAME	MARION COUNTY PREC 1 CONV STAT
ADDRESS	*D* VICTORY SCHOOL RD OFF HWY 729
CITY	LAKE OF THE PINES, TX
STATE	
SUITE	
ZIP CODE	75657
TEL. NO.	(903) 665-7240
FAX NO.	
AUTHORIZED BY	Shanna Solomon
TITLE	
CONTACT	Shanna Solomon

Customer Service Agreement



AGREEMENT NUMBER	A910450686
ACCOUNT NUMBER	070-26763

EMAIL : shanna.solomon@co.marion.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	\$	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
S	1	RO	40.0 Yd(s)	N	1	P	N	O/C		N			PH90		0.00		\$201.00	0.00			
S	11	RO	40.0 Yd(s)	N	1	P	N	O/C		N			PH90		0.00		\$201.00	0.00			

Allied Waste Systems, Inc. DBA Allied Waste Services of Athens, Allied Waste Services of Jacksonville, Allied Waste Services of Kilgore, Allied Waste Services of Mt. Pleasant, Allied Waste Services of Tyler, Republic Services of Kilgore

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)
Marion County Judge

TITLE:

11/13/2023

Leward J LaFleur

CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

TITLE:

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No
Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Delivery Notes:

Safety: No Safety Concerns

COMMENTS:

See reverse for Terms and Conditions

Exhibit "E"

FILED
2023 NOV 13 PM 12:42

**THIRD AMENDED ORDER
AND
AUTHORIZED PLAN
FOR ELECTRONIC JURY SELECTION**

SUSAN ANDERSON
DISTRICT CLERK
MARION COUNTY, TEXAS
BY SG DEP.

The undersigned District Judges in a meeting for that purpose do hereby recommend to the Commissioners Court of Marion County, Texas that the following plan for selection of juries by an electronic device described as a computer be adopted for Marion County, Texas, under the provision of Vernon's Texas Codes Annotated, Government Code, Title 2, Article 62.011, as follows:

I. JURY SOURCE

The source of names of persons for jury service contained in the computer system is the same as that provided by Section 62.011.

- (A) The source will contain specifically the following:
- (1) the names of all persons in the current voter registration lists from all the precincts of Marion County, Texas; and
 - (2) all names on the current list to be furnished by the Department of Public Safety, showing the citizens of Marion County, Texas who hold a valid Texas driver's license and the citizens of Marion County, Texas, other than persons who are disqualified from jury service, who hold a valid personal identification card or certificate issued by the department.
- (B) The source will not contain specifically the following:
- (1) the names of persons listed on a register of persons exempt from jury service must be excluded from the source, as provided by Sections 62.108 (Permanent Exemption for Elderly) and 62.109 (Exemption for Physical or Mental Impairment or the Inability to Comprehend English).
 - (2) the names of convicted felons must be excluded from the source.
- (C) Each year not later than the third Tuesday in November or the date provided by Section 16.032, Election Code, for the cancellation of voter registrations, whichever is earlier, the voter registrar of Marion County, Texas shall furnish to the Secretary of State a current voter registration list from all the precincts in Marion County, Texas excluding the names of convicted felons and the names of persons exempted from jury service under Section 62.108 (Permanent

Exemption for Elderly) and 62.109 (Exemption for Physical or Mental Impairment of Inability to Comprehend English). The list, after exclusions, shall include:

- (1) the complete name, mailing address, date of birth, voter registration number and precinct number of each voter; and
 - (2) if available, the Texas driver's license number or personal identification card or certificate number and social security number of each voter; and
 - (3) any other information included on the voter registration list of Marion County, Texas.
- (D) The voter registrar of Marion County, Texas shall send the list of names of persons excluded to the Secretary of State with the list of persons not included.
- (E) The Department of Public Safety shall furnish a list to the Secretary of State that shows the current names of citizens of Marion County, Texas who hold a valid Texas driver's license and the citizens of Marion County, Texas, other than persons who are disqualified from jury service, who hold a valid personal identification card or certificate issued by the department. The Department of Public Safety shall also furnish any of the information enumerated in Subsection (C) (1), (C) (2) and (C) (3) of this order, that is available to the department, including citizenship status. The department shall furnish the list on or before the first Monday of October of each year.
- (F) The Secretary of State shall accept the lists furnished as provided in Subsection (C) and (E) of this order. The Secretary of State shall combine the lists, eliminate duplicate names, and send the combined list to Marion County, Texas on or before December 31, 1996 and every year thereafter. Should the reprogramming/reconstitution date change or be other than yearly, the District Clerk of Marion County, Texas shall give the Secretary of State notice not later than the 90th day before the date the list is required. The list furnished Marion County, Texas must be in an electronic format as requested by the Marion County District Clerk and must be certified by the Secretary of State stating that the list contains the names required by Subsection (C) through (E), eliminating duplications. The Secretary of State shall furnish the list free of charge.

II. METHOD

The plan shall provide a fair, impartial, and objective method of selecting names of persons for jury service with the aid of electronic or mechanical equipment. This method shall be accomplished by a random selection process of names provided by the Secretary of State contained in the computer.

III. OFFICER IN CHARGE

The District Clerk of Marion County is hereby designated as the officer in charge of the jury selection process under this plan.

IV. REQUEST OF JURY LIST

Under this plan, any jury panel shall be drawn at the request of any Judge of the District Court, County Court, or Justice Court of Marion County, Texas. It is further provided that any additional jurors required to complete or add to any jury panel will be drawn from the computer on order of any Judge as required at any given time.

V. DATE OF RECONSTITUTION OF JURY SOURCE

The computer shall be reprogrammed and the jury source reconstituted by the District Clerk on or before January 15, 1997 and every year thereafter and shall be used to select the names of persons for jury service from the certified list provided by the Secretary of State under the provisions of Vernon's Texas Codes Annotated, Government Code, Title 2, Article 62.001.

VI. NOTICE OF JURY SERVICE

The Judges of the District Court, County Court, and Justice Courts shall provide in a timely manner to the District Clerk information regarding the required jury panel for the respective courts. The clerk, sheriff or constable shall notify the persons whose names are on the jury list to appear for jury service on the date designated by the Judge presiding, whether it be the District Court, County Court, or Justice Court. Each prospective juror shall be notified to appear for jury service by delivery of a written summons by the United States Postal Service.

VII. JUDICIAL EXCUSE OF JURORS

Normally, the court and the court's designee may hear any reasonable sworn excuse of a prospective juror, including any claim of an exemption or a lack of qualification, and if the excuse is considered sufficient shall release him from jury service entirely or until another day of the term as appropriate in both civil and criminal cases other than a capital felony case, under Vernon's Texas Codes Annotated, Government Code, Section 2, Sections 62.110 (a) and (b), and under Section 1 and 2, Article 35.03, Code of Criminal Procedure. The District Judges' designee is the District Clerk, the

County Judge's designee is the County Clerk and the Justice Court's designee is the Justice Court Clerk. A Judge or a Judge's designee may not excuse a prospective juror for an economic reason unless each party of record is present and approves the release of the juror for that reason.

VIII. RESPONSIBILITY OF PLAN

The District Clerk of Marion County, Texas shall be responsible for preparation of specific programs and procedures for the efficient and orderly implementation of this plan, to the end that the selection of prospective jurors shall be fair, impartial and objective by the aid of the computer using a random selection process that cannot be manipulated by any unauthorized person so as to provide a list of prospective jurors who are not selected at random.

The random selection method shall be created, maintained and approved by the District Clerk of Marion County, Texas. Periodical examination of the random selection program and explanation of this method shall be provided as needed to the Judges. The District Clerk shall be available upon request to testify in court as to the random selection method, should the occasion arise.

IX. INTENTION OF PLAN

It is the intention of this plan to comply with all provisions of law, including Government Code, Article 62.011, as they relate to the selection of juries and jurors and all provisions of law not specifically herein overruled are maintained in full force for the fair, impartial and objective selection of jurors in Marion County, Texas.

X. AMENDMENTS OR MODIFICATIONS

The District Clerk of Marion County, Texas shall present any amendments or modifications to this plan, based upon revisions of law or other changes as may arise, to the District Judges of Marion County, Texas for review and recommendation and for adoption by Marion County Commissioners Court.

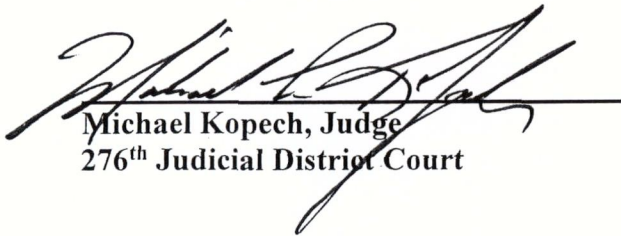
XI. RECOMMENDATION OF THE DISTRICT JUDGES

It is the recommendation of the District Judges of Marion County, Texas that the above plan for the selection of names of persons for jury service with the aid of electronic or mechanical equipment be adopted by the Marion County Commissioners Court and by order entered in its minutes, effective November 13, 2023.

SIGNED AND SUBMITTED the 13 day of November, 2023.



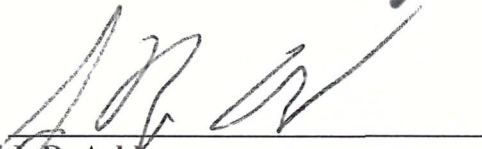
Dean Fowler, Judge
115th Judicial District Court

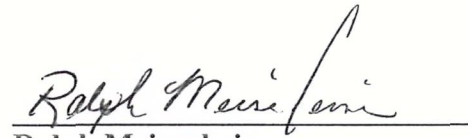


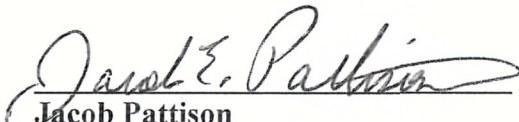
Michael Kopech, Judge
276th Judicial District Court

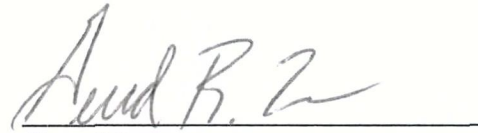
The above and hereto attached Special Order for the selection of persons for jury service in Marion County, Texas, with the aid of electronic or mechanical means having been approved and recommended by the District Judges of Marion County, Texas, and having been presented to the Commissioners Court for approval, upon motion of J.R. ASHLEY, Commissioner of Precinct 1, and seconded by RALPH MEISENHEIMER Commissioner of Precinct 3, said system is adopted, was and is in all things approved, all voting "aye".


Leward LaFleur, County Judge


J.R. Ashley
Commissioner, Precinct I


Ralph Meisenheimer
Commissioner, Precinct III


Jacob Pattison
Commissioner, Precinct II


Gered Lee
Commissioner, Precinct IV

**LEASE AGREEMENT
KELLY PARK BASEBALL/SOFTBALL COMPLEX**

This agreement is entered into by the County of Marion, a political subdivision of the State of Texas, hereinafter referred to as lessor and The Jefferson Dixie Youth Baseball/Softball Association, an unincorporated association located in Marion County, Texas, hereinafter referred to as lessee. For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the lessee to the Lessor, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the covenants, conditions and promises contained herein, Lessor does hereby lease, let and demise unto Lessee, that portion of the property described below commonly referred to and known as the Kelly Park Baseball/Softball Complex, including the playing fields and parking areas surrounding same. The Lessor and Lessee further agree as follows:

PROPERTY: The property which is the subject of this lease is a part of that certain tract or parcel of land donated by the Kelly family Marion County by deed recorded in Vol. 332, page 99, of the Deed Records of Marion County, Texas. It is that portion of the described land upon which is located the improved baseball diamonds and the parking area surrounding same.

TERM: This agreement shall begin January 1, 2024, and end on the 31st day of December, 2027. The parties agree that this lease may be renewed as a yearly lease Beginning January 1, 2024, with the option of either party to renew annually thereafter.

RIGHT AND DUTIES OF LESSEE: During the term of this agreement, the Lessee shall:

- A. have exclusive use and control of the premises during the regular season of The Jefferson Dixie Youth Baseball/Softball Association, being that period of time from March 1 through July 31 of each year;
- B. keep and maintain the premises in a safe condition;
- C. keep the premises clean and free of trash and debris;
- D. Be financially responsible for the payment of all utilities supplied to the premises including any assessments or special fees, and any and all capital improvements to buildings, fences and other fixtures located on the premises.

PAGE 2: Lease Agreement

- E. indemnify and hold harmless, the Lessor against any and all claims arising or to arise out of Lessee's use and occupation of the premises, whether such claims arise in tort or contract, and without regard to the origin or parties involved in such claim or claims;
- F. establish rules and regulation governing the use of the premises by others during the period of time described in E. above, agreeing to allow equal access to the premises, when not in conflict with the schedule of the Jefferson Dixie Youth Baseball/Softball Association season, without regard to age, sex, race, physical condition or national origin.
- G. create an official calendar to be maintained in the office of the President of the Lessee organization upon which all activities upon the premises shall be recorded. No reservations for the use of the subject facility will be considered prior to April 1 of each calendar year, after which applications from individuals, groups or organizations may be taken for the use of the premises. Use of the premises by parties other than Lessee shall be on a "first come, first served" basis and shall be recorded on the official calendar.
- H. maintain adequate liability insurance; a copy must be kept in the Commissioners Office. Failure to maintain insurance voids this lease.

During the term of this agreement, the Lessee may:

- A. Establish a reasonable amount to be paid by any user as a deposit against damages done to property owned by Lessee and located upon the premises.
- B. Establish reasonable rules and regulations concerning the uses of the premises, which shall not be in conflict with rules adopted by the Commissioners Court of Marion County, Texas, a copy of which is attached hereto and made a part hereof, governing the use of the premises by all parties including Lessee
- C. Lessee may apply for and receive grants and other subsidies to promote and develop youth baseball in Marion County, Texas. All funds received shall be and remain the property of the Lessee. Improvements to the property will only become

property of the Lessor if permanently attached to the land and upon the termination of this agreement.

Page 3: Lease Agreement

RIGHTS AND DUTIES OF LESSOR: During the term of this agreement, the Lessor shall;

- A. not interfere with the use and occupation of Lessee;
- B. ensure tenant access to electrical, fresh water and waste water utilities.

DEFAULT: Failure of either party to this agreement to comply with all terms and conditions contained herein shall give rise to the right of termination by the offended party. NO OTHER REMEDY SHALL BE AVAILABLE TO EITHER PARTY TO THIS AGREEMENT. The forgiveness by either party of any event of default by the other party shall not be considered a waiver of that event or any future event of default. Any disagreement concerning whether or not an event of default has occurred shall be settled by binding arbitration. That disagreement shall be submitted to an arbitrator selected by the President of the Jefferson Dixie Youth Baseball/Softball Association and the County Judge of Marion County, Texas. The findings and decision of the arbitrator shall be binding on all parties and may not be appealed to any court or forum. Any expense of arbitration shall be borne equally between the parties hereto. Each party may select one person to attend any arbitration hearing as an official representative of that party.

VENUE: This agreement is performable in its entirety in Marion County, Texas.

ONLY AGREEMENT: This is the sole and only agreement between the parties covering the subject of this lease and all prior oral or written agreements are, by the execution hereof, revoked and made null and void.

Page 4: Lease Agreement

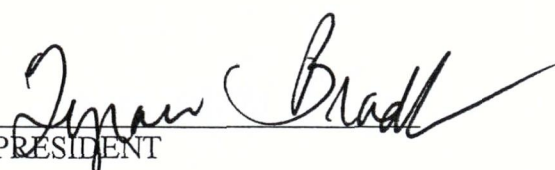
Witness our hands in agreement and execution on this the 13th
day of ~~December~~, 2023.
November

LESSOR:
COUNTY OF MARION

LESSEE:
JEFFERSON DIXIE YOUTH
BASEBALL/SOFT BALL ASSN.

by: 

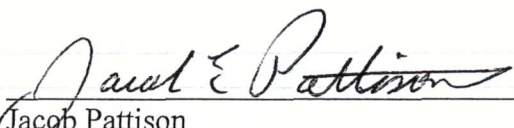
COUNTY JUDGE

by: 

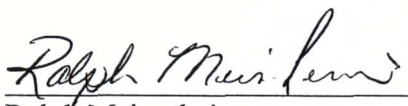
PRESIDENT


J. R. Ashley

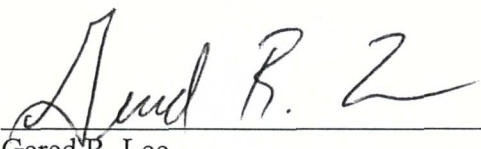
Commissioner, Pct. 1


Jacob Pattison

Commissioner, Pct. 2

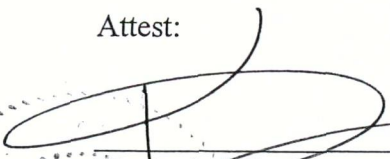

Ralph Meisenheimer

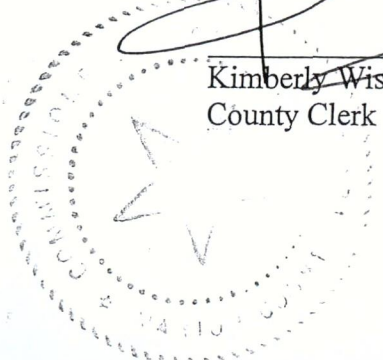
Commissioner, Pct. 3


Gered R. Lee

Commissioner, Pct. 4

Attest:


Kimberly Wise
County Clerk



Sadler Sports; DixieY Insurance Plan

**DYB, Inc. Online Application
Verification of Coverage**

Application Receipt Date / Time: 04/07/2023 11:21:29 AM - entered by Customer

I. GENERAL INFORMATION

Application ID: 384506
 Application Status: Complete
 New or Renewal: renewal
 Franchise Number: Y1207
 Sports Organization Name: Jefferson Dixie Youth Baseball and Softball Association
 Form of Business: Not for Profit
 Client type: renewal
 Contact's Name: Kattie Long
 Primary Location Address: Po box 359
 Address 2:
 City: Jefferson
 State: TX
 County:
 Postal / Zip Code: 75657
 Primary Phone: (903) 930-2568
 Email Address: KarlyJoemommy@aol.com
 Website:
 Alternate Contact Name:
 Alternate Phone:
 Alternate Email:
 Do your Facility Owners Require a Certificate Of Insurance? No
 Online Agreement and Warranty Statement accepted? Yes
 Sexual abuse / molestation claim?
 Claim greater than \$25,000?

II. ACCIDENT INSURANCE

ACE American Insurance Company
 Policy Number PTPN04964159
 Effective Date 04/07/2023
 Expiration Date 12:00AM ET 04/07/2024

Plan: FULL EXCESS Since this policy contains an Excess Accident Medical Benefit, YOU MUST FIRST FILE THE CLAIM WITH YOUR EXISTING INSURANCE PLANS (including major medical) before we may determine what payments, if any, we owe. See Accident Plan Description for details.

Coverage Effective Date: Coverage starts January 1, 2023, or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and continues for 12 months from effective date.

Accident Medical Amount:	Maximum Amount	\$250,000
	Deductible (per injury)	\$0
	Benefit Period	2 years (104 weeks)
	Maximum Dental	\$50,000
Accidental Death + Dismemberment Benefit:		\$5,000

Type of Coverage Regular Season Including All Star Teams
Teams

Division	Age	# of Teams	Excess Accident Medical Benefit
Majors	12 & Under	2	\$33.00 (\$16.50 per team)
AA Minors	10 & Under	2	\$28.60 (\$14.30 per team)
AA Coach Pitch	8 & Under / 6 & Under	7	\$77.35 (\$11.05 per team)
Buddy Ball (Player Assisted / Handicapped)	16 & Under	0	\$0.00 (\$16.35 per team)
O- Zone	12 & Under	0	\$0.00 (\$16.50 per team)
A T- Ball / Instruction 4 & Under	4 & Under	0	\$0.00 (\$11.05 per team)
Totals			\$138.95

III. GENERAL LIABILITY INSURANCE

State National Insurance Company Inc.
 Policy Number OVE-0000009-01
 Effective Date 03:23PM ET 04/07/2023
 Expiration Date 12:00AM ET 04/07/2024

COVERAGE EFFECTIVE DATE: Coverage starts January 1, 2023, or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and continues for 12 months from effective date subject to the limitations under General Liability Plan Description.