



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
SPECIAL SESSION
TUESDAY, FEBRUARY 22, 2022
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

CONSENT AGENDA

None

STATUTORY AGENDA

Purchasing

1. Discuss and take action to replace the roof at Courthouse not to exceed \$85,000 to be paid from ARPA Contingency Funds. – Charlsa Dearwester

Commissioners Court

2. Discuss and take action regarding settlement offers in the Texas opioid multi-district litigation and on authorizing the County Judge to execute the necessary order. – Judge Pierce
3. Discuss and take action on Order 2022-48, Authorizing the Issuance of Walker County, Texas, General Obligation Refunding Bonds, Series 2022; Setting certain parameters for the Bonds; Authorizing the Pricing Officer to approve the terms thereof and certain other procedures and provisions related thereto. – Judge Pierce
4. Discuss and take action on Interlocal Agreement between Walker County, Grimes County, and Madison County. – Judge Pierce

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, subchapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, subchapter D, inclusive of said Texas Government Code, including but not limited to:

Section 551.071 For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

Section 551.072 For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

Section 551.073 For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Walker County Commissioners Court – Special Session – February 22, 2022 – Agenda (cont'd)

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

ADJOURN

On this 18th day of February, 2022, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Danny Pierce, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 18th day of February, 2022, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 18th day of February, 2022.



Kari A. French, County Clerk

FILED FOR POSTING
At 8:48 o'clock PM

FEB 18 2022

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By  Deputy

Walker County Judge's Office
Walker County
1100 University Ave.
Huntsville, TX 77340

AMERICAN RESCUE PLAN ACT
APPLICATION FORM

Priority of

NOTE: This form must be completed as part of the application; additional information may be attached for further documentation or explanation. Additional information may be required upon assessment of the application.

REQUESTOR INFORMATION	
Requestor Name: Name of Person Making Request	Larry Whitener
Requestor Title: Name of Dept/Org making request	Maintenance Director
Requestor Email Address:	lwhitener@co.walker.tx.us
Requestor Phone Number:	936-435-2490

DETAILS OF THE REQUEST	
Name of the Project/Request:	Courthouse roof replacement
Dollar amount of funds Requested from Walker County:	\$63,568
Is this a one time purchase, IF not show expenditures by year thru 2026:	one time purchase
Cite the specific language in the American Rescue Plan Act that supports your request for funds, list the supporting expenditure category, and why you feel that your request fits ARPA requirements: ARP contingency request.	

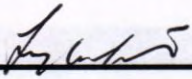
Explain in detail the purpose of the funds, how they will be expended, who will benefit, what geographic area will be covered, what impact the funds are intended to have, and how will you evaluate and measure success. Must be 50 to 250 words.

Funds would be used to secure a replacement roof for the courthouse. Existing roof is 15 to 20 years old. Over the past 5 years, several repairs have been made, including re-coating entire roof with silicone sealant done by county staff. Patch work had been required in problem areas as well. The roof not only protects the building, but the contents as well. With the large majority of records in storage on the 4th floor, it is highly desired to obtain a long term solution to the possibility of records or property damage if the roof fails. Secondly, the large courtroom ceiling is directly below the roof, leaving a minute amount of protection between the room and outside conditions. A failure could cost excessive funds for repairs following, and make court hearing schedules impossible to follow due to lack of alternate space being available.

Success would be evaluated by installer making final inspection and verification of warranty.

Do you have any other information to add? If you need more space add a sheet

A Duro-Last roof would come with a 20 year material warranty.

Signature of Authorized Representative:	I certify that the information in this application is true and correct to the best of my knowledge: Signed: 
	Date: 2/3/22

Please submit your request in one of these three ways -

- 1) Email to Elizabeth Jan, at Ejan@co.walker.tx.us and request confirmation of receipt.
(if you do not receive a confirmation call 936-436-4910)
- 2) Mail in the US Mail to Elizabeth Jan, County Judge's Office, Walker County,
1100 University Ave., Huntsville, TX 77340
- 3) Drop off at the Walker County Courthouse, 1100 University Ave., Huntsville, TX 77340
County Judge's office on the Second Floor.



Appendix 1: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^



3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁷	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

²⁷ Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

February 3, 2022
Walker County
1301 Sam Houston Ave.
Huntsville TX 77320
Larry Whitener
936-668-9682
lwhitener@co.walker.tx.us

We appreciate the opportunity to earn your business. Since 1991, our company has sought to deliver quality workmanship, competitive prices, and complete customer satisfaction. I have included the scope of work to be performed on this project. If you have any questions, please feel free to contact me.

SCOPE OF WORK FOR: Courthouse-1100 University Ave., Huntsville TX 77320 50 Mil Duro-Last®

1. Prepare existing roof surface to receive new Duro-Last® roof system.
2. Remove and dispose of 150 existing walk pads that are adhered to the existing mod bit roof.
3. Mechanically fasten approximately 6,991 SF of 3/8" Duro-Fold insulation to the structural deck.
4. Mechanically fasten approximately 6,991 SF of 50 mil white Duro-Last® roofing membrane according to manufacturer's specifications to receive a 20 year NDL warranty.
5. Install custom factory pipe boots, curbs, 4 curb flashing will be with tops, and flashings on all roof penetrations.
6. At open perimeters, membrane will be terminated under new 1 3/4" metal fascia (Matte Black).
7. Coordinate with the County to be able to raise the chiller unit with our supplied equipment in order to properly complete roof system.
8. Complete all work to manufacturers specifications.
9. Clean up and remove all debris caused by the roof installation.

CUSTOMER INITIALS

The above referenced job will be completed for the sum of:

\$63,568.00

This price includes **all labor, material and equipment** to complete said project.

Upon completion of installation, a **20 Year (NDL) Manufacturer Warranty** will be issued by Duro-Last Roofing, Inc. and a **2 Year Workmanship Warranty** by DK Haney Roofing, Inc.

NOTES:

1. Due to market fluctuations, pricing good for 30 days from today.
2. This proposal was developed using DK Haney Roofing's TIPS Contract Number 21060301.
3. Payment and Performance Bonds are included in the above Sum.
4. TERMS: 60% (\$38,140.80) due at contract signing; Balance (\$25,427.20) due upon substantial completion of the installation.

CUSTOMER INITIALS

5. A credit card fee of 3% will be added to the total value (including tax) of proposal/contract if Customer wishes to pay by credit card.

General Terms:

1. The "Work" DK Haney, Inc. is agreeing to perform is set forth in this Proposal which shall supersede any other agreement between the parties to the contrary. DK Haney is not obligated to perform any work beyond or in addition to the Work provided for herein unless a written Change Order has been signed and agreed to by customer and DK Haney Roofing, Inc. If customer requests for DK Haney Roofing, Inc. to perform additional work which is performed, then customer agrees to pay DK Haney Roofing, Inc., for such work at market rates.
2. DK Haney Roofing, Inc. is not responsible for any claim, damages, loss, or expense suffered by customer that is caused by acts of God, preexisting conditions of the structure upon which the Work is being performed or that is outside of the scope of work of DK Haney, Inc. or caused by the negligent acts or omission of customer or its employees and any person directly or indirectly acting on its behalf.
3. Once signed by both parties, this Contract represents the entire agreement of the parties with respect to the Work and supersedes all prior agreements, representations or understandings and this Contract can be amended only by a written signed amendment.
4. This Contract is governed by Texas law. Any and all disputes between the parties, of any kind, related to this Contract or otherwise, shall be determined by binding arbitration with the American Arbitration Association pursuant to its Construction Industry Rules which shall be held in Fort Worth, Texas at a location and with one neutral arbitrator both to be selected by DK Haney, Inc.
5. If the Manufacturer issues the applicable warranty for the Work performed by DK Haney, Inc., then that shall be conclusive evidence that DK Haney Roofing, Inc. has performed its Work in a good and workmanlike manner, in conformance with industry standards and in full compliance with its obligations under this Contract.
6. If customer fails to timely pay DK Haney Roofing, Inc. then DK Haney Roofing, Inc. shall be entitled to recover from customer all costs, expenses and attorneys fees incurred in pursuing collection from customer of the just amount owed. All outstanding amounts due shall bear interest at the rate of 12% per year compounded annually. Customer hereby grants DK Haney and its assigns permission to copyright, edit, use, and publish photographs or videos of roofs installed on Customer's property by DK Haney and waives right to inspect or pre-approve said photos or videos. Customer understands these materials may include the name, location and recognizable parts of customers building.
7. Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of this Texas law for a person or business paid wholly or partly from proceeds of a property insurance claim to knowingly allow the insured person to fail to pay or assist the insured person's failure to pay, the applicable insurance deductible. See SECTION 2. Business & Commerce Code, is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required"

Thank you for your consideration,

James Germany



DK Haney Roofing, Inc.

By signing and dating below I have read and agreed to the acceptance of the above proposal.

Signature

Date

Lone Star AC & Refrigeration LLC

TACLA98307E

TACLB98307R

PO Box 203

Dodge Texas 77334

Phone: (936) 581-0251

lonestarair98@gmail.com

QUOTE

Invoice # 976

16th February 2022

Walker County
Courthouse

WORK COMPLETED:

Customer has requested a quote to have the package Chill Water Unit located on the roof of the courthouse disconnected/reconnected and then be refilled with fresh water so that a new roof may be installed. While doing so, two new isolation valves will be installed to isolate said unit for future work, removal, access. After unit has been reinstalled, it will be filled with fresh water to be supplied by the buildings current make up water system. The disconnect/reconnect shall be done on the same day.

Note: This is a not to exceed quoted cost. This is much lower price than originally quoted on the "Not to exceed" amount. Model 30RBF11062-H8-3C, Serial Number: 3916Q84714

MATERIALS	QTY	UNIT PRICE	TOTAL PRICE
As stated	1	\$13,561.00	\$13,561.00
The technician has carried out the above work to my satisfaction.			
		Materials Total:	\$13,561.00
		8.25:	\$0.00
		TOTAL:	\$13,561.00
		PAID:	\$0.00
		BALANCE:	\$13,561.00

How to Pay

Invoice #976

\$13,561.00 due by 26th February 2022

Please contact us for details. Payment terms Net 30.

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1800-803-9202, 512-463-6599, www.tdlr.texas.gov".



Firm Disclaimer is Provided at the End of the Presentation

Summary of Refunding Opportunity & Market Overview



Seth McKinney, Vice President
Lead Municipal Advisor
FHN Financial Municipal Advisors
Cell: 979.224.9500
seth.mckinney@fhnfinancial.com

Lizzeth Gamboa, Vice President
Municipal Advisor & Transaction Support
FHN Financial Municipal Advisors
Direct: 210.487.7011 | Mobile: 210-663-2134
lizzeth.gamboa@fhnfinancial.com

Transaction Summary and Next Steps

- The Parameter Sale Order under Commissioner's Court consideration will allow Administration to enter the bond market by competitive sale to attain the best rate and allow staff to sign the final documents.
- Below we illustrate the upcoming refunding in today's market environment along with a proposed timeline of events for the County's transaction:

Summary of Potential Refunding Results Tax-Exempt Current Refunding

Sale Date:	April 5, 2022
Delivery:	May 3, 2022
Par Amt of Refunded Bonds	\$11,470,000
Avg. Coupon of Refunded Bonds	3.45%
Net PV Savings	\$833,130
Net PV Savings %	7.26%
Average Annual Savings	\$92,988
Negative Arbitrage	\$41,482
Negative Arbitrage as % of PV Savings	2%

Potential Annual Savings

9/30 Year	Prior Net Debt Service	Refunding Debt Service	Savings	PV Savings
2022	\$121,434	\$119,191	\$2,243	\$1,892
2023	\$1,372,868	\$1,277,600	\$95,268	\$92,422
2024	\$1,373,168	\$1,278,100	\$95,068	\$90,454
2025	\$1,377,568	\$1,286,600	\$90,968	\$84,876
2026	\$1,374,599	\$1,282,600	\$91,999	\$84,200
2027	\$1,375,693	\$1,281,600	\$94,093	\$84,479
2028	\$1,374,293	\$1,283,350	\$90,943	\$80,082
2029	\$1,375,311	\$1,282,600	\$92,711	\$80,084
2030	\$1,374,980	\$1,284,350	\$90,630	\$76,793
2031	\$1,376,755	\$1,283,350	\$93,405	\$77,638
2032	\$1,384,395	\$1,289,600	\$94,795	\$77,286
	\$13,881,061	\$12,948,941	\$932,120	\$830,205

PV savings discounted at the All-In TIC

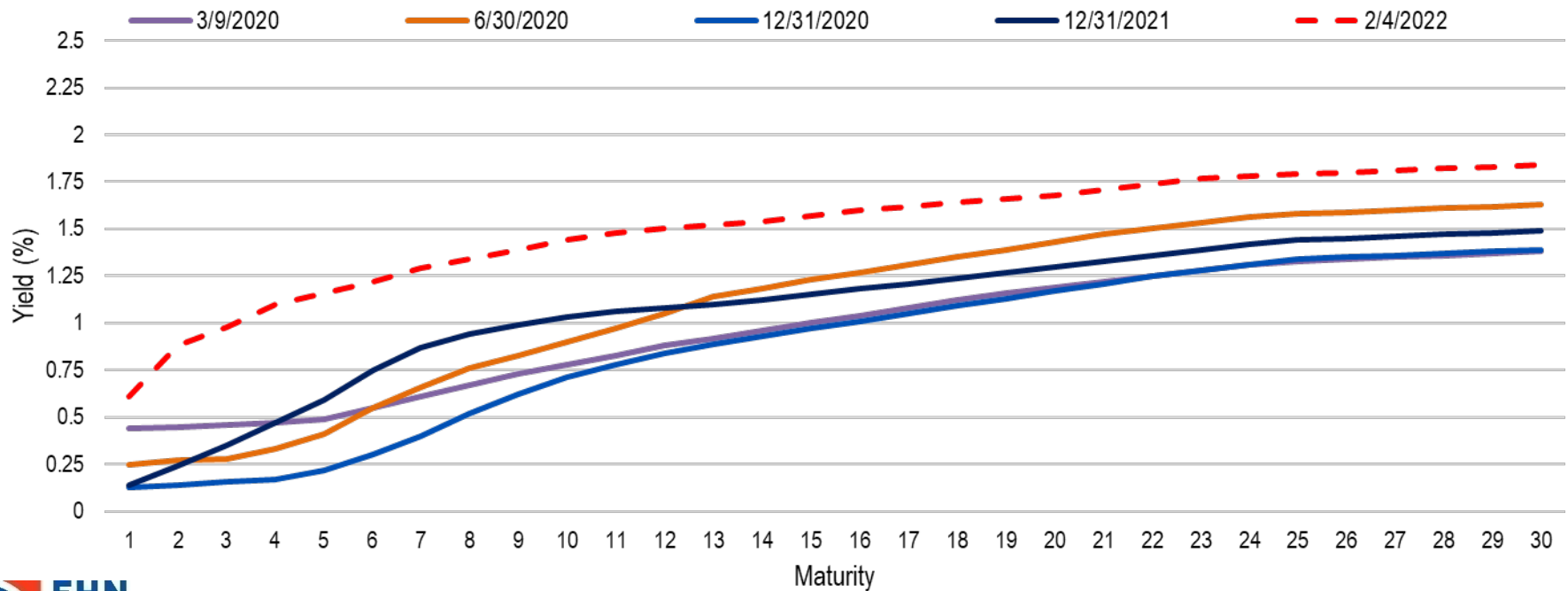
Date	Event	Team Members
Tuesday, February 22nd	Commissioner's Court Meeting to approve Bond Sale	I, FA, BC
Monday, February 28th	Distribute 1st Draft of POS	FA
Monday, March 7th	Comments Due on 1st Draft of POS	All
Week of March 7th	Conference call with Moody's rating agency	I, FA
Monday, March 14th	Distribute 2nd Draft of POS	FA
Monday, March 21st	Comments Due on 2nd Draft of POS	All
Week of March 21st	Rating Received from Rating Agency	RA
Monday, March 28th	Post POS	FA
Tuesday, April 5th	Competitive Bond Sale - Receive Bids Execute pricing certificate and purchase agreement	All All
Thursday, April 7th	Distribute Draft FOS for Comments File Transcript with AG	FA BC
Monday, April 11th	Comments Due on Draft FOS, Post FOS	All
Tuesday, April 19th	Distribute Closing Memo	FA
Friday, April 29th	Receive Attorney General's approval	BC
Tuesday, May 3rd	Closing - Transfer of Funds	All
August 1, 2022	Series 2012 are Paid Off	PA/R

Municipal (MMD) Yield Curve Seeing Considerable Increases in Yield On Front End

Changes in AAA MMD by Maturity

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
3/09/2020*	0.44	0.45	0.46	0.47	0.49	0.55	0.61	0.67	0.73	0.78	0.83	0.88	0.92	0.96	1.00	1.04	1.08	1.12	1.16	1.19	1.22	1.25	1.28	1.31	1.33	1.34	1.35	1.36	1.37	1.38
6/30/2020	0.25	0.27	0.28	0.33	0.41	0.55	0.66	0.76	0.83	0.90	0.97	1.05	1.14	1.18	1.23	1.27	1.31	1.35	1.39	1.43	1.47	1.50	1.53	1.56	1.58	1.59	1.60	1.61	1.62	1.63
12/31/2020	0.13	0.14	0.16	0.17	0.22	0.30	0.40	0.52	0.62	0.71	0.78	0.84	0.89	0.93	0.97	1.01	1.05	1.09	1.13	1.17	1.21	1.25	1.28	1.31	1.34	1.35	1.36	1.37	1.38	1.39
6/30/2021	0.12	0.16	0.24	0.36	0.49	0.60	0.69	0.81	0.92	0.99	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29	1.32	1.35	1.38	1.41	1.44	1.45	1.46	1.47	1.48	1.49	1.50
12/31/2021	0.14	0.24	0.35	0.47	0.59	0.75	0.87	0.94	0.99	1.03	1.06	1.08	1.10	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.44	1.45	1.46	1.47	1.48	1.49
2/04/2022	0.61	0.88	0.98	1.10	1.16	1.22	1.29	1.34	1.39	1.44	1.48	1.50	1.52	1.54	1.57	1.60	1.62	1.64	1.66	1.68	1.71	1.74	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84
Current Change from 3/9* low (bps)	17	43	52	63	67	67	68	67	66	66	65	62	60	58	57	56	54	52	50	49	49	49	49	47	46	46	46	46	46	46

*03/09/2020 high point of the pre-COVID market



Investors Pondering What Lies Ahead from the Fed After Another Strong Report on Jobs

Likely Federal Reserve Rate Hike Continues to Feed Volatility

- The Market is continuing to navigate its way through the various outcomes of the upcoming FOMC meeting scheduled for March 15-16. As of Monday, Municipals outperformed U.S. Treasuries resulting in a large sell off after a stronger than expected Jobs Report was released on Friday. Triples A benchmark yields rose 1 to 5 basis points while U.S. Treasuries gave up more ground in yields. The Municipal US Treasury 5-year ratio was 65%, 75% in 10-years and 83% in 30-years.
- 10 yr. UST on January 28th was 1.78%. On February 4th, the 10 yr. was 1.93%.
- 10-year average for the 10 yr. UST 2.03%; 20 yr. average 2.98%

Muni/UST Ratio Starts Very Rich in 2022

Muni Bonds & U.S. Treasury yields continue to fluctuate as volatility maintains its sway over the market.

- On 2/4/2021, the 10-year Muni/UST ratio 63% — currently 74%
- On 2/4/2021, the 30-year Muni/UST ratio 71% — currently 82%

Market Continues to Navigate its Way Through Various Assumptions as March Fed Meeting Approaches

For the week ended January 26th, Municipal Bond Fund flows were revised upward, from - \$1,224mm to -\$2,183mm. The projected municipal bond fund flows remained negative for the week of February 2nd standing at a -\$2,969mm.

- For the week, municipal bond ETFs flows were positive, but the muni mutual fund flows were negative for the third week in a row.
- The Weekly New Issue Calendar total is 18% below the 1-year average. The Tax-Exempt issuance of \$6.2bn is 10% under the 1-year weekly average of \$6.8bn; while the Taxable issuance of \$1.2bn is 45% lower than the 1-year weekly average of \$2.2bn.
- This week's supply is estimated to be \$7.4bn, of which \$1.2bn will be taxable.

Market Drivers

- COVID Concerns
- Continued Headline Risks Rising From Geopolitical Events
- U.S. Federal Reserve Rate Increase
- Action by global central banks (i.e. BOE and ECB)

Fed Tightening, Recession and the Moving Target of Full Employment

If the economy was not at full employment in the fourth quarter of 2019, it was certainly very close. Since then, the labor force is 1.4% smaller and spending — as measured by nominal GDP — is 11.0% higher. There is a 12.4% gap between the size of the economy and the number of employees needed to provide goods and services to service it. Inflation has closed a little more than half of that gap, as it has risen 7.0% since Q4-19.

Date	March FOMC	June FOMC	September FOMC	December FOMC
Beginning of Year	65.0%	51.0%	46.0%	46.6%
January 25 th	100.0%	74.3%	64.8%	56.0%

Some combination of three things can close the gap the rest of the way, restoring balance: The labor force is growing at a 1.4% annual rate. Slow GDP to less than that and the labor market will stabilize. Inflation is running faster than real growth. If growth in nominal GDP slows to less than the inflation rate, the gap will close in a couple of years. Of course, real GDP will fall, which is a recession. Productivity can also help close the gap, too, but it takes time. The Fed faces a choice. Slow the economy somewhat, avert a recession, and tolerate inflation at uncomfortably high levels for a couple of years. Or, tighten the economy into a recession and inflation will subside quickly. Note, however, that recessions once started are not predictable or easily manageable. There's no such thing as intentionally engineering a mild recession. The Fed can engineer a recession, then we find out whether it is mild or not

Fed Tightening Goals

- Slow demand to allow the supply side to catch up
- Realign the rate of unemployment's decline with the rate of labor force growth.
- Tame inflation by rebalancing the quantity of goods and services consumed with production and delivery of goods and services sold

Bottom line: The FOMC views the labor market as “historically tight” and approaching, if not already at, full employment. The full employment target is dynamic, however, and could change mid-cycle if labor force participation picks up. For now, the labor market's capacity is not equivalent to the pre-pandemic peak of 152.5 million on payrolls or 83.1% prime-age (25- 54) labor force participation. The number of people in the labor force will increase as Covid-19 recedes, but the change is more likely to be a slow, gradual process than a rapid one, meaning job growth must be slow, too, or the labor shortage will continue to stimulate inflation.

Federal Reserve Gives Limited Foresight Into Rate Hikes as Tone Remains Hawkish

The Federal Reserve meeting on January 26th, came and passed leaving little on the table to foreshadow any concrete policy about future rate hikes. The meeting continued the Fed's more hawkish stance about monetary policy as it prioritizes fighting surging inflation. Chair Jerome Powell noted that officials have not made any decisions about the path of policy, stating that such must be nimble. What policy the market did gather from the meeting is that it will soon be appropriate to raise the target range for the federal funds rate, citing inflation is well above its 2% target, while backed against a strong job market. The Fed also stated that it is prepared to start the process of balance-sheet reduction after it begins to raise rates.

12-month percentage change, Consumer Price Index



Source: U.S. Bureau of Labor Statistics.

Key Stats & Points from January FOMC Meeting

- Fed's balance sheet currently stands at \$8.9 trillion
- Fed's stated in the longer run, it intends to primarily hold Treasury securities
- Jerome Powell stated the central bank was ready to raise interest rates in March
- The US Economy has recovered faster than other countries, or than ever before

Bottom line: Powell noted the December dot plot showed three hikes in 2022, but there has been an upward drift in the dots over time which caused FF futures market to anticipate more hikes later on. It's easy to read this as a cloaked warning about possible faster hikes or more hikes. Powell also stated that he and most of the FOMC believes the economy is at full employment, which he defined as the level consistent with stable inflation. The goal of tightening is to keep employment from moving too far beyond full employment. In the past, Powell said, the Fed would have already started tightening before reaching full employment to make a soft landing easier to stick, the implication is that this time we are behind. The Fed is also deciding what to do with its balance sheet, as pointed out during the meeting that the Fed will likely allow it to shrink sooner and faster than last time. There were implications that this could be done passively (without sales) because the average maturity is shorter. Add it all up and while there is nothing explicit suggesting the Fed will tighten faster than communicated previously, but there are plenty of hints in that direction.

FIRM DISCLOSURES

Disclaimer

Although this information has been obtained from sources which we believe to be reliable, we do not guarantee its accuracy, and it may be incomplete or condensed. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. All herein listed securities are subject to availability and change in price. Past performance is not indicative of future results, and changes in any assumptions may have a material effect on projected results. Ratings on all securities are subject to change.

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Schedule of Activities as of 2/1/2022

Walker County, Texas

General Obligation Refunding Bonds, Series 2022

February	March	April	May
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2 3 4 5	1 2	1 2 3 4 5 6 7
6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
13 14 15 16 17 18 19	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
27 28	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31

 Key Dates
 Holidays

Finance Team Members

I	Issuer: Walker County
FA	Financial Advisor: FHN Financial Municipal Advisors
BC	Bond Counsel: Andrews Kurth, LLP
UWC	Underwriters' Counsel: TBD
PA	Paying Agent/Registrar: TBD
RA	Rating Agency: Moody's

Date	Event	Team Members
Tuesday, February 22nd	Commissioner's Court Meeting to approve Bond Sale	I, FA, BC
Monday, February 28th	Distribute 1st Draft of POS	FA
Monday, March 7th	Comments Due on 1st Draft of POS	All
Week of March 7th	Conference call with Moody's rating agency	I, FA
Monday, March 14th	Distribute 2nd Draft of POS	FA
Monday, March 21st	Comments Due on 2nd Draft of POS	All
Week of March 21st	Rating Received from Rating Agency	RA
Monday, March 28th	Post POS	FA
Tuesday, April 5th	Competitive Bond Sale - Receive Bids	All
	Execute pricing certificate and purchase agreement	All
Thursday, April 7th	Distribute Draft FOS for Comments	FA
	File Transcript with AG	BC
Monday, April 11th	Comments Due on Draft FOS, Post FOS	All
Tuesday, April 19th	Distribute Closing Memo	FA
Friday, April 29th	Receive Attorney General's approval	BC
Tuesday, May 3rd	Closing - Transfer of Funds	All
August 1, 2022	Series 2012 are Paid Off	PA/R

ORDER 2022-48

AUTHORIZING THE ISSUANCE OF WALKER COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE PRICING OFFICER TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS
COUNTY OF WALKER

§
§

WHEREAS, Walker County, Texas (the “County”) has heretofore issued the certificates of obligation described in Exhibit A attached hereto and as more particularly described in the Officer’s Pricing Certificate; and

WHEREAS, the County desires to refund said certificates (the “Refunded Certificates”) in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Certificates in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Certificates (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds (if necessary), in an amount sufficient to provide for the payment or redemption of the Refunded Certificates, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Certificates; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Certificates shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Certificates shall be, with respect to the Refunded Certificates, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the County desires to delegate the authority to the County Judge to effect the sale of the Bonds, from time to time and in one or more installments; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Certificates, and that the issuance of the new money and refunding bonds herein authorized is in the best interests of the

County.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC.

“Bonds” means one or more series of Walker County, Texas General Obligation Refunding Bonds, Series 2022 authorized in this Order and more fully described in the Officer’s Pricing Certificate, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Capital Appreciation Bonds” means those Bonds bearing compound interest at the rate set out in the Officer’s Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer’s Pricing Certificate, payable only at maturity.

“Closing Date” means the date of delivery of the applicable series of the Bonds to the Underwriters.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means Walker County, Texas.

“County Auditor” means Patricia Allen, or any successor in that office.

“County Judge” means Danny Pierce, or any successor in that office.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Current Interest Bonds” means those Bonds on which interest is paid semiannually on the Interest Payment Dates.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order.

“Escrow Agent” means [_____, _____] and its successors in that capacity.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Initial Bonds” means each Initial Current Interest Bond and Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means an Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

“Initial Current Interest Bond” means an Initial Current Interest Bond authorized by Section 4(b)(i).

“Interest Payment Date”, when used in connection with any Current Interest Bond, means the dates set forth in the Officer’s Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board or its successor.

“Officer’s Pricing Certificate” means the certificate signed by the County Judge containing the information regarding each issuance of the Bonds specified herein.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Pricing Officer” means each of the County Judge or the County Auditor.

“Purchase Agreement” means the bond purchase agreement or bid form between the County and the Underwriters described in Section 4(e) of this Order regarding each issuance of the Bonds specified herein.

“Record Date” means, for any Interest Payment Date, the close of business on the fifteenth day of the month next preceding each Interest Payment Date.

“Refunded Certificates” means any of those certificates of obligations of the County described in Exhibit A attached hereto and as more particularly described in each Officer’s Pricing Certificate.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means [_____, _____] and its successors in that capacity.

“Report” means either: (a) a report of [_____] CPA] (or one or more certified public accountants or a firm thereof), verifying the accuracy of certain mathematical computations relating to the Bonds and the refunding of the Refunded Certificates, or (b) a sufficiency certificate of the County’s Financial Advisor or the Registrar.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Underwriters” means the individual underwriter or underwriting syndicate identified in the applicable Officer’s Pricing Certificate.

3. Authorization. The Bonds shall be issued from time to time in fully registered form, in one or more series, in a maximum principal amount, including any premium counted against voted authorization, not to exceed \$13,500,000 for the purpose of refunding the Refunded Certificates, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, the Pricing Officer is hereby authorized to act on behalf of the County through a date one year from the date of this Order, from time to time, in selling and delivering one or more series of Bonds, subject to the conditions and carrying out the other procedures as set forth below. Bonds sold pursuant to a Purchase Agreement or bid form executed on or before the expiration date above may be delivered after such date, provided that such delivery date shall occur within ninety (90) days of the sale of the Bonds.

(a) Designation. The Bonds shall be designated as “WALKER COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022” and more fully described in the Officer’s Pricing Certificate.

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) Each Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) Each Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer’s Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in any Officer's Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, without limitation, determining the date on and price at which the Bonds will be sold, the method and manner of sale (public or private), the issuance date and dated date of the Bonds, the designation or title of the Bonds, whether particular Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, the years in which the Bonds will mature, the aggregate principal amount of the Bonds, the principal amount or Maturity Amount, as the case may be, to mature in each year of maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, any redemption terms and provisions (including terms and provisions for optional and mandatory sinking fund redemption), whether to apply for municipal bond insurance, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the aggregate principal amounts of all series of the Bonds issued for the purposes set forth in Section 3(ii) shall never exceed the maximum principal amount authorized in Section 3(ii);
- (ii) the maximum maturity date shall be no later than 40 years from the dated date;
- (iii) net present value savings in debt service resulting from any refunding of the Refunded Certificates shall be at least 4.00% of the principal amount of the Refunded Certificates, as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate; and
- (iv) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code.

(e) Sale; Purchase Agreement. Each series of the Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate in accordance with the terms of a Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute such Purchase Agreement(s) on behalf of the County, and the Pricing Officer and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds. Except as otherwise set forth in the Officer's Pricing Certificate, proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows:

- (i) If applicable, accrued interest in the amount of \$ _____¹ and net premium on the Bonds in the amount of \$ _____² shall be deposited into the Debt Service Fund.
- (ii) Net premium on the Bonds in the amount of \$ _____³ shall be used to pay the costs of issuance.
- (iii) Net premium on the Bonds in the amount of \$ _____⁴ shall be used to pay the Underwriters' discount.
- (iv) bond proceeds in the amount of \$ _____⁵, and, if necessary, other available funds from the County in the amount of \$ _____⁶ from the Debt Service Fund, shall be directly deposited with the paying agent for the Refunded Certificates to refund the Refunded Certificates or be applied to establish an escrow fund to refund the Refunded Certificates, as more fully provided in Section 23 of the Order, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Certificates.
- (vi) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

¹ Insert from Officer's Pricing Certificate.

² Insert from Officer's Pricing Certificate.

³ Insert from Officer's Pricing Certificate.

⁴ Insert from Officer's Pricing Certificate.

⁵ Insert from Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bonds and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in [_____]. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date

fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name set forth in the applicable Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in [_____]. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in [_____], duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the

transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in [_____], for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Except as otherwise provided in the Officer's Pricing Certificate, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____¹¹ (the “Bonds”), issued for the purpose of refunding certain outstanding bonds of the County in advance of their maturities, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the “Order”), which Order is of record in the official minutes of the County. [The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____¹² which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____¹³ which pay interest semiannually until maturity or earlier redemption.]¹⁴

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____¹⁵, in whole or from time to time in part, in integral multiples of \$5,000, on _____¹⁶, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed.

[If applicable, mandatory redemption language]¹⁷

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Minneapolis, Minnesota duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in [____], for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

¹¹ Insert from Officer’s Pricing Certificate.

¹² Insert from Officer’s Pricing Certificate.

¹³ Insert from Officer’s Pricing Certificate.

¹⁴ Remove bracketed language if there are no CABs.

¹⁵ Insert from Officer’s Pricing Certificate.

¹⁶ Insert from Officer’s Pricing Certificate.

¹⁷ Insert from Officer’s Pricing Certificate.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits as prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION (SEAL) WALKER COUNTY, TEXAS
CERTIFICATE)

County Judge

County Clerk

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WALKER

REGISTERED
NUMBER

REGISTERED
MATURITY
\$ _____

WALKER COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2022

MATURITY DATE:

ISSUANCE DATE:

¹⁸

CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

WALKER COUNTY, TEXAS (the “County”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of Wells Fargo Bank, N.A. (the “Registrar”), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____¹⁹, but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per \$5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____²⁰ and _____²¹ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____²² (the “Bonds”), issued for the purpose of refunding certain outstanding bonds of the County in advance of their maturities, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by

¹⁸ Insert from Officer’s Pricing Certificate.

¹⁹ Insert from Officer’s Pricing Certificate.

²⁰ Insert from Officer’s Pricing Certificate.

²¹ Insert from Officer’s Pricing Certificate.

²² Insert from Officer’s Pricing Certificate.

the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. The Bonds are issued as (i) Bonds in the aggregate principal amount of \$²³_____ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$²⁴_____ which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in _____, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in _____, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits as prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

²³ Insert from Officer's Pricing Certificate.

²⁴ Insert from Officer's Pricing Certificate.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

WALKER COUNTY, TEXAS

County Judge

County Clerk

TABLE OF ACCRETED VALUES²⁵

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

²⁵ Insert from Officer's Pricing Certificate.

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
attorney to transfer said Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

Registered Owner

NOTICE: The signature above must
correspond to the name of the registered
owner as shown on the face of this Bond in
every particular, without any alteration,
enlargement or change whatsoever.

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c), and (e) of this Section, except as otherwise provided in the Officer's Pricing Certificate and except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above," shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Walker County, Texas General Obligation Refunding Bonds, Series 2022 Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits as prescribed by law, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due, and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or of not less than the amount required to pay each installment of the principal of the Bonds as the same matures, which is greater, full allowance being made for delinquencies and costs of collection, and said

taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

20. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the President of the Board and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Bonds or other obligations

of the County is the respective date on which such series or sub-series of the Bonds or other obligations of the County is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The County shall not use, permit the use of or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the County shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Certificates) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Certificates) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Certificates) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or indirectly invest Gross Proceeds of the Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The County shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the County shall:

(i) account for all Gross Proceeds of the Bonds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The County may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the County, provided that the County separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The County shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time after the Issue Date of the Bonds and prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Not Hedge Bonds. The County did not invest more than 50 percent of the Proceeds of the Refunded Certificates, and will not invest more than 50 percent of the proceeds of the Bonds, in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Bonds, the County will reasonably expect, and on the Issue Date of the Refunded Certificates, the County reasonably expected, that at least 85 percent of the Net Sale Proceeds of the Bonds and Refunded Certificates, respectively, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

23. Escrow Agreement. The discharge and defeasance of the Refunded Certificates may, if necessary, be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriters, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Certificates and (d) to carry out the other intents and purposes of this Order, and the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and County Clerk is hereby authorized to attest thereto and affix the County's seal.

24. Purchase of Escrowed Securities. To assure the purchase, if necessary, of the Escrowed Securities referred to in the Escrow Agreement, the Pricing Officer and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Certificates. The County irrevocably exercises its option to call the certificates of obligation of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorizes and directs notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

26. Continuing Disclosure Undertaking. If the Bonds are sold by public offering or are otherwise subject to SEC Rule 15c2-12, the following provisions shall apply:

(a) Annual Reports. The County will provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County, financial information and operating data with respect to the County of the general type included in this Official Statement, authorized pursuant to Section 28 of this Order, under Tables numbered 1 through 7 and 9 through 15 and (2) if not provided as part such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in APPENDIX B of the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) Event Notices. The County shall submit a notice to the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the County;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

For these purposes, any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

As used in clauses (xv) and (xvi) above, the term “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 27(a) of this Order by the time required by such Section.

All information and notices shall be provided to the MSRB in an electronic format, as prescribed by the MSRB, and all documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the County, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

(d) The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the registered Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

28. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement. In the event the Bonds are sold pursuant to a competitive sale, the Pricing Officer is hereby authorized to approve, in the name and on behalf of the County, in connection with the sale of the Bonds, the preparation and distribution of a Notice of Sale.

29. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the County Judge is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order, in the judgment of the County Judge, and in the opinion of Bond Counsel to the County, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

30. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order and the Purchase Agreement, the County Judge, the County Clerk or the Deputy County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Certificates, including, without limitation, executing and delivering on behalf of the

County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

31. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

32. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

33. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

[Signature page follows]

PASSED AND APPROVED this ____ day of _____, 2022.

County Judge
Walker County, Texas

ATTEST:

County Clerk
Walker County, Texas

(SEAL)

EXHIBIT A

COUNTY'S OUTSTANDING OBLIGATIONS

Certificates of Obligation, Series 2012

STATE OF TEXAS §

COUNTY OF WALKER §

INTERLOCAL AGREEMENT BETWEEN
WALKER COUNTY, GRIMES COUNTY, AND MADISON COUNTY

This Agreement is made and entered into by and between Walker County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereafter "Walker") and Grimes County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereafter "Grimes"), and Madison County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereafter "Madison").

WHEREAS, the Texas Legislature created the 12th District Court for Walker, Grimes, and Madison Counties; and

WHEREAS, the parties recognize that the creation of the 12th District Court requires the combined efforts of the parties to provide for the salaries, benefits, travel, training, and related expenses for court personnel and offices; and

WHEREAS, Walker, Grimes, and Madison have determined that it is in the best interest of the public that the parties enter into this Agreement to provide for funding of the court personnel and offices;

NOW THEREFORE, it is mutually agreed by and between Walker, Grimes, and Madison as follows:

1. The term of this Agreement is October 1, 2021, through September 30, 2022.
2. The salaries and benefits for the 12th District Court Administrator and Coordinator will be paid through Walker, in accordance with the Walker County Personnel Policy.
3. Costs for travel, training, and related expenses of the 12th District Court Administrator and Coordinator will be paid through Walker, in accordance with the Walker County Personnel Policy.
4. Grimes and Madison will allocate, during their respective budgetary processes, funding for a proportionate share of the cost for salaries, benefits, travel, training, and related expenses of the 12th District Court Administrator and Coordinator.
5. The parties agree that a reasonably proportionate share of the costs of Grimes and Madison is equivalent to the proportion of the population of each of the two counties to the total population of the three counties contained within the 12th District Court. Such proportionate share for Grimes is 24.87%. Such proportionate share for Madison is 12.30%. Walker's percentage of the population of the three counties is 62.83%.
6. Grimes and Madison will remit their share of the cost for salaries, benefits, travel,

training, and related expenses for the 12th District Court Administrator and Coordinator as invoiced by Walker.

This instrument contains the entire Agreement between the parties relating to the rights granted and obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Amendments to this Agreement must be in writing and signed by all parties.

WALKER COUNTY

By: _____
Walker County Judge

Date: _____

Attest:

Walker County Clerk

GRIMES COUNTY

By: _____
Grimes County Judge

Date: 12-1-21

Attest:

Vanessa Buzynski
Grimes County Clerk

MADISON COUNTY

By: _____
Madison County Judge

Date: 11/12/2021

Attest:

Shirley Owens
Madison County Clerk

